

**SANTA CRUZ CITY SCHOOLS DISTRICT  
 REGULAR MEETING FOR THE ELEMENTARY  
 AND SECONDARY DISTRICTS  
 WEDNESDAY, June 14, 2023  
 OPEN SESSION BEGINS AT 6:30 P.M.  
 ZOOM REMOTE BOARD MEETING**

**COMMUNITY MEMBERS CAN PARTICIPATE REMOTELY VIA ZOOM OR  
 IN PERSON AT THE COUNTY OFFICE OF EDUCATION, BOARD ROOM  
 400 ENCINAL STREET, SANTA CRUZ, CA.  
 MASKS ARE STRONGLY ENGOURAGED**

[Click on this link to join meeting.](#)

Meeting ID: 899 6682 4052

Meeting Password: SCCS

**POSTED  
 DATE:  
 TIME:  
 LOCATION:  
 EMPLOYEE:**

*If a member of the community would like to make public comment on a closed session item, please join Zoom. Public comment will begin promptly at 5:30 p.m.*

[Click on this link to make public comment on a closed session item.](#)

Each teleconference location is open to the public and any member of the public has an opportunity to address the School Board from a teleconference location in the same manner as if that person attended the regular meeting location. The School Board will control the conduct of the meeting and determine the appropriate order and time limitations on public comments from teleconference locations.

**AGENDA**

	<b>Item</b>	<b>Purpose / Support</b>
	<b>Agenda</b>	
<b>1.</b>	<b>Convene Closed Session</b>	<b>5:30 p.m.</b>
1.1	Roll Call	
1.2	Teleconference Notice	
1.3	AB 2449 Remote Attendance	
1.4	Public Comments prior to Closed Session	<i>Members of the public may comment on items that are listed on the Closed Session Agenda.</i>
<b>2.</b>	<b>Closed Session Items</b>	
2.1	Certificated/Classified/Management Leaves, Retirements, Resignations & Appointments	<i>Information for possible action.</i>
2.2	Public Employee Discipline/Dismissal/Release/Complaint (Govt. Code Section 54957)	<i>Information for possible action.</i>
2.3	Conference with Labor Negotiators (Govt. Code Section 54957.6)	<i>SCCS Negotiator Parks will provide an update to and receive direction from Trustees regarding negotiations with the SCCCE.</i>
2.4	Readmission of Expelled Student 07-22-23	<i>Information for possible action.</i>

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	<b>Item</b>	<b>Purpose / Support</b>
2.5	Public Employee Performance Evaluation (Govt. Code Section 5497)	<i>Title: Superintendent Subject: 2023-24 Draft Goals</i>
<b>3.</b>	<b>Convene Open Session</b>	<b>6:30 p.m.</b>
3.1	Welcome	
3.2	Pledge of Allegiance	
3.3	Agenda Changes, Additions or Deletions & Announcements	
<b>4.</b>	<b>Public Comments</b>	<p><i>For presentations of matters <b>not</b> on the Agenda.            3 minutes for individuals; 15 minutes per subject.</i></p> <p><b>Note to Members of the Public: Thank you for taking the time to attend this meeting. Santa Cruz City School Board Members appreciate your presence and your comments regarding items not on the agenda are valued. Per Santa Cruz City Schools Board Bylaw protocols, Trustees will not comment on Public Comments during this time.</b></p>
<b>5.</b>	<b>Recognitions</b>	
5.1	Recognize Outgoing Student Trustees	
5.2	Retirement of GSCFT President Casey Carlson	
<b>6.</b>	<b>Superintendent's Report</b>	
6.1	Superintendent's Report	
6.2	Student Trustees' Reports	
<b>7.</b>	<b>Board Members' Reports</b>	
7.1	Board Members' Reports	
7.2	Board President's Report	
<b>8.</b>	<b>Approval of Minutes</b>	
8.1	<a href="#">Meeting March 8, 2023</a>	
8.2	<a href="#">Meeting May 10, 2023</a>	
8.3	<a href="#">Meeting May 24, 2023</a>	

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	<b>Item</b>	<b>Purpose / Support</b>
<b>9.</b>	<b>General Public Business</b>	
<b>9.1</b>	<b>Report of Closed Session Actions</b>	
9.1.1	Report of Actions Taken in Closed Session	
9.1.2	Acknowledgement of Gifts From 05.31.23 Board Meeting	
<b>9.2</b>	<b>Items to Be Transacted and/or Discussed</b>	
<b>9.2.1</b>	<b>Educational Services</b>	
9.2.1.1	<a href="#">Staff Report: 2023-24 Single Plans for Student Achievement</a>	<i>Staff will present the 2023-24 Single Plans for Student Achievement.</i>
9.2.1.2	<a href="#">New Business: Newcomer English Language Development Curriculum Adoption - Secondary</a>	<i>Recommendation: Adopt recommended curriculum.</i>
9.2.1.3	<a href="#">Staff Report: Local Control Accountability Plan Local Indicators</a>	<i>Staff will provide an update on the Local Control Accountability Plan Local Indicators.</i>
9.2.1.4	<a href="#">New Business: Local Control Accountability Plan Approval</a>	<i>Recommendation: Approve the Local Control Accountability Plan.</i>
<b>9.2.2</b>	<b>Business Services</b>	
9.2.2.1	<a href="#">Staff Report: Bond Budget Update</a>	<i>Staff will present the Bond Budget Update.</i>
9.2.2.2	<a href="#">New Business: 2023-24 Budget Adoption</a>	<i>Recommendation: Adopt the 2023-24 Budget</i>
9.2.2.3	<a href="#">New Business: Resolution 48-22-23: Education Protection Account Spending Plan for 2023-24</a>	<i>Recommendation: Approve Resolution 48-22-23: Education Protection Account Spending Plan for 2023-24</i>
9.2.2.4	<a href="#">New Business: Resolution 47-22-23: Commitment of Funds</a>	<i>Recommendation: Approve Resolution 47-22-23 Commitment of Funds</i>
9.2.2.5	<a href="#">PUBLIC HEARING: PG&amp;E Easement</a>	<i>The Board of Education will hold a public hearing on PG&amp;E Easement</i>
<b>9.2.3</b>	<b>Human Resources</b>	
9.2.3.1	<a href="#">Tentative Agreement between SCCS and Santa Cruz County Office of Education</a>	

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	<b>Item</b>	<b><i>Purpose / Support</i></b>
9.2.4	<b>Governance/Superintendent</b>	<i>None.</i>
9.3	<b>Consent Agenda Non-Contract Items and Items to be Received: These matters may be passed by one roll call motion.</b>	
9.3.1	<b>Educational Services</b>	
9.3.1.1	<a href="#">Fourth Quarter Williams Report</a>	
9.3.2	<b>Business Services</b>	
9.3.2.1	<a href="#">Purchase Orders, Bids &amp; Quotes</a>	
9.3.2.2	<a href="#">Warrant Register</a>	
9.3.2.3	<a href="#">Budget Transfers</a>	
9.3.2.4	<a href="#">Resolution 46-22-23: Naming District Representatives for State Allocation Board</a>	
9.3.2.5	<a href="#">Food Services 2023-24 Request for Food &amp; Supplies</a>	
9.3.3	<b>Human Resources</b>	
9.3.3.1	<a href="#">Certificated Personnel Actions</a>	
9.3.3.2	<a href="#">Classified Personnel Actions</a>	
9.3.4	<b>Governance/Superintendent</b>	<i>None.</i>
9.4	<b>Consent Agenda: General Contracts &amp; Agreements</b>	
9.4.1	<b>Educational Services</b>	
9.4.1.1	<a href="#">Edgenuity Annual Contract</a>	
9.4.1.2	<a href="#">Consultant Services Agreement: Harbor High School Organized Binder</a>	
9.4.1.3	<a href="#">Read 180 Annual Subscription Renewal</a>	
9.4.1.4	<a href="#">Achieve 3000 Annual Contract Renewal</a>	
9.4.1.5	<a href="#">Contract: Solution Tree</a>	

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	<b>Item</b>	<b>Purpose / Support</b>
9.4.1.6	<a href="#">Your Future is our Business Annual Contract Renewal</a>	
9.4.1.7	<a href="#">Consultant Services Agreement: University of California Santa Cruz, MESA Program</a>	
9.4.1.8	<a href="#">Nonpublic Agency: ACES 2020, LLC</a>	
9.4.1.9	<a href="#">Clever Annual Subscription Renewal</a>	
9.4.1.10	<a href="#">Residential Treatment Master Contract: New Haven</a>	
9.4.1.11	<a href="#">Residential Treatment Master Contract: CALO</a>	
9.4.1.12	<a href="#">Residential Treatment Master Contract: Diamond Ranch Academy</a>	
9.4.1.13	<a href="#">Residential Treatment Master Contract: Victor Services</a>	
9.4.1.14	<a href="#">Nonpublic Agency: Balance Santa Cruz County</a>	
9.4.1.15	<a href="#">Nonpublic Agency: Easter Seals</a>	
9.4.1.16	<a href="#">Nonpublic Agency: Kyo Autism Therapy</a>	
9.4.1.17	<a href="#">Nonpublic Agency: Positive Behavior Supports Corp.</a>	
9.4.1.18	<a href="#">Independent Consultant Agreement: Santa Cruz</a>	
9.4.1.19	<a href="#">Nonpublic Agency: The Abrate Organization</a>	
9.4.1.20	<a href="#">Nonpublic School: Brite Horizons</a>	
9.4.1.21	<a href="#">Consultant Services Agreement: Obafemi Ayanbadejo</a>	
9.4.1.22	<a href="#">Consultant Services Agreement: Nikola Ristic</a>	
9.4.1.23	<a href="#">Consultant Services Agreement: MIRJ Services</a>	
<b>9.4.2</b>	<b>Business Services</b>	
9.4.2.1	<a href="#">Diesel Bus Purchase with BusWest</a>	

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	<b>Item</b>	<b>Purpose / Support</b>
9.4.2.2	<a href="#">Travel Tracker Route and Trips Purchase</a>	
9.4.2.3	<a href="#">Contract: Bridges to Kinder</a>	
9.4.2.4	<a href="#">CDW Google Voice Agreement Renewal</a>	
9.4.2.5	<a href="#">Infinite Campus Agreement Renewal</a>	
9.4.2.6	<a href="#">Intrado Agreement Renewal</a>	
9.4.2.7	<a href="#">AT&amp;T Mobile Phone Services Agreement</a>	
9.4.2.8	<a href="#">AT&amp;T Data Circuit Agreement Renewal</a>	
9.4.2.9	<a href="#">AT&amp;T WAN Contract Renewal</a>	
9.4.2.10	<a href="#">Chromebook Purchase</a>	
9.4.2.11	<a href="#">EdFiles Annual Renewal</a>	
9.4.2.12	<a href="#">Contract: Everdriven</a>	
9.4.2.13	<a href="#">Adroit Agreement Renewal</a>	
9.4.2.14	<a href="#">Contract: Finalsite</a>	
<b>9.4.3</b>	<b>Human Resources</b>	
9.4.3.1	<a href="#">Contract Addendum: Superintendent</a>	
9.4.3.2	<a href="#">Contract Addendums: Assistant Superintendents</a>	
9.4.3.3	<a href="#">Consultant Services Agreement: Lisa Fraser</a>	
<b>9.4.4</b>	<b>Governance/Superintendent</b>	
9.4.4.1	<a href="#">Legal Services Agreement 2023-24: Fagen, Friedman &amp; Fulfroost LLP</a>	
9.4.4.2	<a href="#">Consultant Services Agreement: Carolyn Post</a>	
<b>9.5</b>	<b>Consent Agenda: Bond Projects, Contracts, Agreements, Proposals, Bids &amp; Change Orders</b>	

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	<b>Item</b>	<b>Purpose / Support</b>
9.5.1	<a href="#">BSN Sports: Proposal: Soquel High School Fitness Room Modernization Increment 2 Equipment</a>	
9.5.2	<a href="#">Geo H Wilson: Change Order 1: Mission Hill Middle School Administration Office HVAC Upgrade</a>	
9.5.3	<a href="#">SC Builders: Contract: Soquel High School Fitness Room Modernization Increment 2</a>	
9.6	<b>Possible Items for Future Meeting Agendas</b>	
10.	<b>Adjournment</b>	
11.	<b>Return to Closed Session (if necessary)</b>	
12.	<b>Closed Session Action Report (if necessary)</b>	
13.	<b>Adjournment</b>	

The board book for this meeting, including this agenda and back-up materials, may be viewed or downloaded online: [http://sccs.net/board\\_of\\_education](http://sccs.net/board_of_education) or may be viewed at the District Office, 133 Mission St. Ste. 100, Santa Cruz, CA 95060.

**Public Participation:**

All persons are encouraged to attend and, when appropriate, to participate in meetings of the Santa Cruz City Schools Board of Education. If you wish to speak to an item on the agenda, please be present at the beginning of the meeting as any item, upon motion, may be moved to the beginning of the agenda. Consideration of all matters is conducted in open session except those relating to litigation, personnel and employee negotiations, which, by law, may be considered in closed session.

**Translation Requests:**

Spanish language translation is available on an as-needed basis. Please make advance arrangements with Wednesday Manners by telephone at (831) 429-3410 extension 48220.

**Las Solicitudes de Traducción:**

Traducciones del inglés al español y del español al inglés están disponibles en las sesiones de la mesa directiva. Por favor haga arreglos por anticipado con Wednesday Manners por teléfono al número (831) 429-3410 x48220.

**Board Meeting Information**

1. The Regular Board Meeting on June 14, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.

**MINUTES OF THE REGULAR MEETING  
OF THE SANTA CRUZ CITY SCHOOLS BOARD OF EDUCATION  
FOR THE ELEMENTARY AND SECONDARY DISTRICTS  
March 8, 2022**

**Convene Closed Session**

Board President Owen called this Closed Session Meeting to order at 5:35 p.m.

**Public Comments for Closed Session Agenda Items**

None.

**Convene Open Session**

Board President Owen called this Regular Meeting Open Session to order at 6:35 p.m.

**Attendance at Meeting**

Sheila Coonerty	Kevin Grossman	Kyle Kelley	Angela Meeker
John Owen	Patricia Threet	Claudia Vestal	

Student Board Representative Eva Diop  
Student Board Representative Neveah Karraker  
Student Board Representative Lynda Otero

Kris Munro, Superintendent  
Dorothy Coito, Assistant Superintendent, Educational Services  
Jim Monreal, Assistant Superintendent, Business Services  
Molly Parks, Assistant Superintendent, Human Resources  
Members of the Audience

**Welcome and Format**

Board President Owen welcomed those in attendance and explained the format used for this Regular Meeting of the Board of Education

**3.2. Agenda Changes, Additions, or Deletions & Announcements**

Item 8.1.3.3 New Job Description: Registered Behavior Technician Special Education dates of approval for Personnel Commission date correction to March.

Item 8.5.3.1 New Business: Resolution #31-22-23 NonReelect of Probationary Certificated Employees was amended.

**PUBLIC COMMENTS**

None.

**SUPERINTENDENT'S REPORT**

**Superintendent's Report**

Superintendent Munro shared that Summer School planning is well on its way with hiring of summer school



Principals and more staff hiring during the job fair. Currently, Advancement Via Individual Determination (AVID) program assessments are happening at our secondary sites. Superintendent Munro met with COE Leadership regarding Mental Health Memorandums of Understanding and anticipates several meetings in the next couple of weeks. She appreciated the COE for their support in these conversations. The Superintendent attended the Grading for Equity Cohort Meeting in which many of the secondary schools have a cohort, and shared how wonderful it is to see their dialogue about making grading meaningful for students and their families. Superintendent Munro shared pictures from the Spring Job Fair, in which five job offers were made, pending reference checks, and talked to many delightful people interested in Santa Cruz City Schools. She thanked Trustees Kelley, Owen and Threet who visited Jefferson Union School District Educator Housing. Mrs. Munro thanks Shannon Calden and Jose Quevedo for hosting DELAC Meeting on Monday night; Mr. Quevedo made amazing mole. COVID cases are currently plateauing and March COVID cases are slightly trending down compared to last month.

### **Students' Report**

Student Board Representative Eva Diop reported that Santa Cruz High School's Band got invited to Carnegie Hall, which is an amazing honor. Baseball season, among other sports, has begun and the season is looking good. The Black Student Union is connecting with the Principal's Advisory Committee to improve the school's environment, and along with the Race and Equity Committee, they have been able to work with staff and students to talk about microaggression and other topics. The Black Student Union has also started working on Black Graduation, but more information is to be released after Spring Break. They are focusing on reaching out to students County wide, instead of focusing on Santa Cruz High School. Seniors are focusing on obtaining their caps and gowns and on maintaining their attendance this spring.

Student Board Representative Nevaeh Karraker reported that Harbor High school's extracurriculars are flourishing, where the MESA club competed in an engineering and computer programming event. Upcoming events include the Mock Trial Extravaganza for students to show their skills and raise funds selling their merchandise. The Girls Beach Volleyball has been excelling with several wins just like the swim and basketball teams. A petition to improve the feminine product available at Harbor has been started by a fellow student, and 179 students have signed the petition. Student Board Representative Nevaeh reported that students are now taking their internal assessments for International Baccalaureate and CAASP

Student Board Representative Lynda Otero reported that Soquel High community feels left in the dark regarding safety matters, specifically the recent arrest made on campus. The school administration is doing their best to improve their communication and be in contact with her before Board Meetings. AVID class has received their new shirts and they have not looked this good since the 2019-20 school year. Annual Powder Puff game preparations have started, and spring sports are here. Student Board Representative Lynda encourages the public to catch a game of Baseball, Softball, boys and/or girls Lacrosse, and Beach Volleyball. Next week the Multicultural Club will be selling whipped cream pies for Pi Day, and all proceeds will go to those impacted by the Syria and Turkey earthquakes. Ms. Otero wished good luck to Seniors waiting to hear back from Colleges and Universities about their acceptance and hopes that the three trustees that visited Soquel High school really enjoyed seeing the beautiful campus.

## **BOARD MEMBERS' REPORTS**

### **Board Members' Reports**

Trustee Threet reported that she was able to visit Jefferson Union School District to tour their educator housing and was very happy to speak with their Board President and Vice President who were the catalyst to make that project happen. She heard a lot of interesting concerns from all different levels and hopes to have the opportunity to see how these will be worked out. Trustee Threet also visited Mission Hill Middle school

and stated it was nice to see Mr. Kendall and such a beautiful campus. She really appreciated what they did with their display cases in the hall filled with yearbooks dating back many years.

Trustee Grossman reported that he had the opportunity to attend a webinar for school Board Members which topic was on how schools are supporting the different needs of English Learners throughout the districts. Mr. Grossman was able to attend the screening of Screenagers at Santa Cruz High School and thought it was an important video which talks about the mental health of all students and the impact of social media and isolation. Trustee Grossman visited Mission Hill Middle School with Trustee Kelley and Trustee Threet.

Trustee Meeker wanted to acknowledge the current weather and how it is impacting families and schools and hopes everyone is keeping safe throughout the current weather conditions. Ms. Meeker had the opportunity to visit Soquel High School and had the opportunity to do brunch supervision, which she found fun to do. Trustee Meeker said that she is looking forward to the Vision 2030 meeting and hopes to get a chance to hear about data available and projections looking forward. She will be volunteering at the STEAM Expo where many Santa Cruz City School students will be exposing their science fair projects.

Trustee Vestal reported that she also had the opportunity to visit Soquel High School campus and found it to be beautiful and inviting. Ms. Vestal will be attending the Delta Board Meeting and will have a board training session as well.

Trustee Kelley reported that he also had the opportunity to visit Jefferson Union High School District, along with Trustee Owen and Trustee Threet. Mr. Kelley found their housing project to be fascinating, noting that there are great communal areas and areas where staff can lesson plan.

Trustee Coonerty wanted to express her gratitude to be able to have close captioning during Board meetings. Ms. Coonerty is grateful to see that Special Education students now have more access to services to continue their education.

### **Board President's Report**

Board President Owen echoed Trustee Kelley and Trustee Threet's impressions on the educator's housing project and is really reinvigorated to see Santa Cruz City Schools project moving forward. Mr. Owen attended the Tech Coach Session and found it interesting and valuable the wide variety of subjects that were covered. Trustee Owen is very proud of Santa Cruz High School band being one of the six bands across the country to be invited to Carnegie Hall.

### **APPROVAL OF MINUTES**

None.

### **GENERAL PUBLIC BUSINESS**

### **Consent Agenda**

8.1.1.1 Overnight Field Trip-Monarch Community Elementary – Point Reyes Outdoor Education; 8.1.1.2 Overnight Field Trip – Alternative Family Education – Oregon Shakespeare Festival; 8.1.1.3 Overnight Field Trip – Alternative Family Education – Sutter's Fort State Historic Park; 8.1.2.1 Purchase Orders, Bids & Quotes; 8.1.2.2. Warrant Register; 8.1.3.1. Certificated Personnel Actions; 8.1.3.2. Classified Personnel Actions; 8.1.3.3 New Job Description: Registered Behavior Technician Special Education; 8.2.1.1 Nonpublic School Contract Amendment: BRITE Horizon; 8.2.1.2. Consultation Services Agreement: Bert Post; 8.2.2.1 Resolution #34-22-23: Change Electric Bus Manufacturer; 8.2.2.2 Resolution #35-22-23: Re-apply for Funding With New Electric Bus Manufacturer;

8.2.2.3 GV Land Surveying: Proposal: Educator Housing Surveying and Mapping Services; 8.2.2.4 Agreement with Santa Cruz County Office of Education for Network and Internet Services; 8.2.4.1 School Resource Officer Amendment Agreement: Santa Cruz County Sheriff; 8.3.1 Belli Architectural Group Inc.: Change Order 1: Branciforte Middle School Modernization; 8.3.2 Consolidated Plumbing Inc.: Change Order 1: DeLaveaga Elementary School Storm Drain Line Replacement; 8.3.3 Daktronics: Quote: Soquel High School Athletic Field Scoreboard; 8.3.4 GV Land Surveying: Proposal: Branciforte Small Schools Surveying and Mapping Services; 8.3.5 GV Land Surveying: Proposal: DeLaveaga Elementary School Surveying and Mapping Services; 8.3.6 GV Land Surveying: Proposal: Soquel High School Surveying and Mapping Services; 8.3.7 Santa Clara Valley Construction Inspections: Proposal: New Switchgear Inspections; 8.3.8 Fiber Optic Telecom International: Proposal: Westlake Elementary School Electronic Key Card System Access Control Implementation

Trustee Threet motioned to remove item 8.1.3.3 to a later vote after the presentation.

Item 8.2.2.4 Agreement with Santa Cruz County Office of Education for Network and Internet Services was pulled due to Trustee Meeker being an employee of the Santa Cruz County Office of Education

Trustee Grossman motioned to approve the consent agenda with item 8.1.3.3 to be removed for a later vote after the presentation and item 8.2.2.4 to be removed due to Trustee Meeker being an employee of the Santa Cruz Office of Education. Trustee Kelley seconded the motion. The motion was passed by the following roll call vote.

**Roll Call Vote:**

Coonerty – Yes	Grossman – Yes	Kelley – Yes	
Meeker – Yes	Owen – Yes	Threet– Yes	Vestal – Yes

Student Trustee Diop recommended a yes vote on this matter.  
Student Trustee Karraker recommended a yes vote on this matter.  
Student Trustee Otero recommended a yes vote on this matter.

Consent Agenda Item 8.2.2.4 Agreement with Santa Cruz County Office of Education for Network and Internet Services.

Trustee Vestal motioned to approve consent agenda item 8.2.2.4; Trustee Coonerty seconded the motion. The motion was passed by the following roll call vote.

**Roll Call Vote:**

Coonerty – Yes	Grossman – Yes	Kelley – Yes	
Meeker – Abstained	Owen – Yes	Threet– Yes	Vestal – Yes

Student Trustee Diop recommended a yes vote on this matter.  
Student Trustee Karraker recommended a yes vote on this matter.  
Student Trustee Otero recommended a yes vote on this matter.

**Closed Session Items**

**Report of Actions Taken in Closed Session**

Vice President Threet reported the following actions during closed session:

1. Ms. Parks shared information with the Board on Certificated/Classified/Management Leaves, Retirements, Resignations & Appointments. Vote of 7-0
2. Ms. Parks shared information on Public Employee Discipline/Dismissal/Release/Complain (Govt. Code Section 54957). Vote of 7-0
3. The Board of Education heard information on Legal Counsel, Ongoing Litigation, regarding proposed settlement of claims related to e-cigarettes and vaping issues (Govt. Code Section 54956.9)
4. The Board of Education heard information on Potential Litigation, class action lawsuit regarding Social Media Impacts on Youth (Govt. Code Section 54952.2)
5. The Board of Education heard information on Negotiations with GSCFT
6. The Board of Education heard information on Negotiations with SCCCE

The Board will return to close session to talk about Legal Counsel, Ongoing Litigation, regarding proposed settlement of claims related to e-cigarettes and vaping issues and the Potential Litigation, class action lawsuit regarding Social Media Impacts on Youth.

### **ITEMS TO BE TRANSACTED AND/OR DISCUSSED**

#### **8.5.1.1. Staff Report: Local Control Accountability Plan Update: Multi-Tiered Systems of Support – School Climate & Culture**

Assistant Superintendent Coito introduced the School Climate and Culture Update. Multi-Tiered Systems of Support is an integrated, comprehensive framework that aligns academic, behavioral, and social-emotional learning in a fully integrated system of support for the benefit of all students. Director of Student Services Gail Atlansky, Janine Ramirez, Social-Emotional Counselor from Gault Elementary, Amariah Hernandez, Gault Principal, and Casey O'Brien, Branciforte Middle School Principal shared the work being done at their respective school sites to create systems of support for students. Trustees asked questions and had discussion. This report was informational in nature and no action was taken by the Board.

#### **8.5.1.2 Staff Report: Special Circumstances Instructional Assistance Support in Special Education**

Assistant Superintendent Coito presented the Special Circumstances Instructional Assistance Support in Special Education. Students who have been identified as having a disability according to Education Code 56026 are eligible for special education services to address needs related to their disability. A continuum of services is available for this purpose. Sometimes, students require Intensive Individualized Instruction for a portion of or throughout the school day to address their unique goal areas. This support is called "Special Circumstances Instructional Assistance," or SCIA support. Special Education Program Specialists Brad Ruth and Kristina Cabrera and Harbor High School Principal, Tracey Runeare shared the work being done in this area. Trustees asked questions and had discussion. This report was informational in nature and action was taken by the Board/

#### **8.1.3.3 New Job Description: Registered Behavior Technician Special Education.**

Item 8.1.3.3 was pulled from the consent agenda for further discussion. Trustee Threet motioned to approve item 8.1.3.3 New Job Description: Registered Behavior Technician Special Education. Trustee Coonerty seconded the motion. The motion was passed by the following roll call vote.

**Roll Call Vote:**

Coonerty – Yes	Grossman – Yes	Kelley – Yes	
Meeker – Yes	Owen – Yes	Threet– Yes	Vestal – Yes

Student Trustee Diop recommended a yes vote on this matter.  
 Student Trustee Karraker recommended a yes vote on this matter.  
 Student Trustee Otero recommended a yes vote on this matter.

**8.5.2.1. Staff Report: Bond Budget Update**

Director of Facilities Miller and Assistant Superintendent Monreal presented the Bond Budget Update. Each quarter staff presents an update on Bond expenditures and the projected budget for the fiscal year. This report reflects Bond expenditures through March 1, 2023. Trustees asked questions and had discussion. This report was informational in nature and no action was taken by the Board.

**8.5.3.1 New Business: Resolution #31-22-23 NonReelect of Probationary Certificated Employees**

Pursuant to Education Code 44929.21, on or before March 15<sup>th</sup> of a probationary certificated employee’s second complete consecutive school year of service, the Superintendent or designee must notify the employee of the Board’s decision to not re-elect the employee for the 2023-2024 school year.

Trustee Grossman motioned to approve the Annual Resolution #31-22-23 NonReelect of Probationary Certificated Employees. Trustee Vestal seconded the motion.

The motion was passed by the following roll call vote:

**Roll Call Vote:**

Coonerty – Stepped out	Grossman – Yes	Kelley – Yes	
Meeker – Yes	Owen – Yes	Threet – Yes	Vestal – Yes

Student Trustee Diop recommended a yes vote on this matter.  
 Student Trustee Karraker recommended a yes vote on this matter.  
 Student Trustee Otero recommended a yes vote on this matter.

**8.5.3.2 New Business: Resolution #32-22-23 Certificated Preliminary Layoff Resolution**

Assistant Superintendent Parks brought forth annual Resolution 32-22-23 to reduce or discontinue particular kinds of service for the 2023-24 school year. Ms. Parks reminded the Board that these are preliminary layoffs that will not be finalized until later this spring. Ms. Parks recommended approval of Resolution 32-22-23: Certificated Preliminary Layoff.

Trustee Kelley motioned to approve the Annual Resolution #32-22-23 Certificated Preliminary Layoff Resolution. Trustee Coonerty seconded the motion. The resolution was approved with the following roll

call vote:

**Roll Call Vote:**

Coonerty – Yes	Grossman – Yes	Kelley – Yes	
Meeker – Yes	Owen – Yes	Threet– Yes	Vestal – Yes

Student Trustee Diop recommended a yes vote on this matter.  
Student Trustee Karraker recommended a yes vote on this matter.  
Student Trustee Otero recommended a yes vote on this matter.

**8.5.4.1. Staff Report: School Marketing Update**

Each year, staff work to communicate and promote the programs our schools have to offer students in our community. With a declining student population across California, enrollment is impacted in all school settings. As such, staff have prepared a more robust marketing plan to promote services and opportunities that convey the value of public education provided by Santa Cruz City Schools to families as they make choices about their children’s education. In this report, Chief of Communications, Sam Rolens and Harbor High School Principal Tracey Runeare, gave an update of marketing efforts and strategy in the 22-23 school year thus far. Trustees asked questions and had discussion. This report was informational in nature and no action was taken by the Board.

**8.5.4.2. Possible Items for Future Meeting Agendas**

Board President Owen suggested for governance meeting to do a review of the process for Board Book questions and comments.

**Returned to Closed Session: 9:00 p.m.**

Re convene Open Session:

Board President Owen called this Regular Meeting Open Session to order at 9:23 p.m.

**Closed Session Action Report**

Vice President Threet reported the following actions during closed session:

1. The Board of Education heard and gave direction on information on Public Employee Discipline/Dismissal/Release/Complain (Govt. Code Section 54957).
2. The Board of Education heard information on Legal Counsel, Ongoing Litigation, regarding proposed settlement of claims related to e-cigarettes and vaping issues (Govt. Code Section 54956.9) and gave direction.
3. The Board of Education heard information on Potential Litigation, class action lawsuit regarding Social Media Impacts on Youth (Govt. Code Section 54952.2) and gave direction.

**Adjournment of Meeting**

As there was no further business to come before the Board of Education, Board President Owen adjourned this Regular Meeting at 9:25 p.m. 14/2013

**Board Meeting Schedule Information**

1. The Regular Board Meeting on March 22, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
2. The Regular Board Meeting on April 12, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
3. The Study Session on April 26, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
4. The Regular Board Meeting on May 10, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
5. The Study Session on May 24, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
6. The Regular Board Meeting on May 31, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
7. The Regular Board Meeting on June 14, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.

\*For more details about this meeting, please visit our district website and listen to the meeting recording: [http://sccs.net/board\\_of\\_education](http://sccs.net/board_of_education)

Respectfully submitted,

Kris Munro, Superintendent  
Santa Cruz City Schools

John Owen, President  
Board of Education







**MINUTES OF THE REGULAR MEETING  
OF THE SANTA CRUZ CITY SCHOOLS BOARD OF EDUCATION  
FOR THE ELEMENTARY AND SECONDARY DISTRICTS  
May 10, 2023**

**Convene Open Session**

Board President Owen called this Regular Meeting Open Session to order at 6:33p.m.

**Attendance at Meeting**

John Owen	Patricia Threet	Kevin Grossman	Angela Meeker	Kyle Kelley
Claudia Vestal	Sheila Coonerty			

Student Board Representative, Eva Diop  
Student Board Representative, Neveah Karraker  
Student Board Representative, Lynda Otero

Kris Munro, Superintendent  
Dorothy Coito, Assistant Superintendent, Educational Services  
Molly Parks, Assistant Superintendent, Human Resources  
Jim Monreal, Assistant Superintendent, Business Services

Members of the Audience

**Welcome and Format**

Board President Owen welcomed those in attendance and explained the format used for this Regular Meeting of the Board of Education.

**3.3 Agenda Changes, Additions, or Deletions**

None.

**PUBLIC COMMENTS**

Jessica Reeves, Heidi Hurley, Susie O’Hara, Lacey Grey, and others came to express their concern about the removal of the Westside Parent Education Nursery School (WPENS) from the Bay View campus. They spoke of the impactful community that WPENS has created and expressed gratitude for the service of Teacher Cory Cherk throughout the years. They requested that the Board allow WPENS to remain on the Bay View campus for one year and that SCCS work to identify and collaborate on finding an alternate location for their school site.

**SUPERINTENDENT’S REPORT**

**Superintendent’s Report**

Superintendent Munro began her report by congratulating Executive Assistant Alyssa Martinez for welcoming her first daughter into the world. Alyssa started with SCCS in 2020 and tonight will be Alyssa’s final Board meeting. Ms. Munro expressed her deepest gratitude for Alyssa’s years of service as her assistant, and to the district, stating that she will be missed. Superintendent Munro went on to state that interviews had been held for Student Trustees for the upcoming school year and the current Student Trustees provided input. Ms. Munro discussed the collaboration day for incoming TK teachers and expressed her excitement that TK enrollment is coming in higher than projected which means that more students will have preschool than ever

before. Ms. Munro discussed the last two Vision 2030 Committee meetings wherein members continued with context building, discuss process, learned about updated housing data for Santa Cruz, and discussed the need to reduce expenditures by 1 million per year. Ms. Munro concluded her report by providing her final COVID response update as the Federal State of Emergency officially ended.

### **Student's Report**

Student Board Representative Eva Diop gave a brief report where she expressed excitement at the events happening on campus including the Rainbow Flag Ceremony, Senior Award Night, SCHS Rainbow Alliance Drag Show, Prom, Senior Week, Black Graduation on May 20<sup>th</sup> at London Nelson and Graduation on the SCHS Field on May 26<sup>th</sup>.

Student Board Representative Neveah Karraker began her report by sharing that Senior Prom was held at the Paradox Hotel, the Casino Night theme had fake money, poker chips, card games and students had a blast. Ms. Karraker said that their production of *Little Shop of Horrors* had an excellent turnout. She lauded Harbor's Art Show which showcased student work including painting, charcoal, ceramics, and paper mache. Ms. Karraker also commended the Film Society for working hard on the upcoming the Film Festival at Café Warner Theater. Ms. Karraker concluded her report by thanking Executive Assistant Martinez for her guidance and support throughout Ms. Karraker's time as a Student Trustee and wished Alyssa and her family the best.

Student Board Representative Lynda Otero began her report by discussing the annual Agua Frescas event in the quad which included a Ballet Folkloric Club performance, Assistant Principal Quevedo's musical group, and treats such as Horchata and Jamaica. She shared that small rainbow flags were given to teachers to place in their classrooms. Ms. Otero concluded her report by discussing the senior celebrations that are happening throughout our schools and expressed her excitement to attend Soquel High's prom at Roaring Camp next week.

## **BOARD MEMBERS' REPORTS**

### **Board Members' Reports**

Trustee Threet thanked Alyssa Martinez for her work with the board and thanked the Student Trustee's for all their hard work this year on the board.

Trustee Grossman began his report by offering his congratulations to all the graduates, sharing that he has an 8<sup>th</sup> Grader who will be moving onto Santa Cruz High School next year. Trustee Grossman shared that he volunteered as a judge for the Soquel High Biotechnology Debate and was wowed by how sharp and focused rebuttals were. Trustee Grossman also discussed his visit to Harbor High where he helped hold mock interviews for the Photography and Health Services CTE students. Trustee Grossman concluded his report by discussing his visit to Gault and the Mission Hill Middle School Choir Pop Concert where the choral performers showed incredible skill.

Trustee Meeker shared her gratitude to everyone managing all the finer details of end of the year events. Trustee Meeker attended the Monarch Exit Criteria Celebration and LGBTQ Task Force where she learned about exciting upcoming events such as Queer Graduation. Trustee Meeker discussed the data shared about enrollment projections at the last Vision 2030 meeting. She concluded her report by saying she was looking forward to celebrating students at the upcoming graduations and attending the Queer Youth Leadership Awards.

Trustee Vestal shared that she had also attended the Monarch Exit Criteria Presentation, stating that it was a joy to see the participation of parents in those early stages of life. Trustee Vestal also attended the LGBTQ

Task Force meeting and was amazed by the number of activities they are working towards. She concluded her report by sharing that she visited Gault where she saw engaged students, vibrant classrooms, a beautiful library and met two of the seven student teachers. She expressed her gratitude to Principal Amariah Hernandez for showing her around.

Trustee Kelley shared that he completed session five of Masters in Governance which discussed community relations and advocacy and was excited about all he has been learning. He also shared that he attended Music in the Park where the Santa Cruz High Band performed, stating your kids too can go to Carnegie hall!

Trustee Coonerty began her report by wishing the three current Student Trustees the best for the future and said that she had truly enjoyed their presence on the board. Trustee Coonerty shared that having been on the board for 10 years, this year struck her how much positive growth and change has occurred and how she has been impressed by the innovative ways that SCCS has found to get things done. Trustee Coonerty concluded her report by stating how proud she is of SCCS.

### **Board President's Report**

Board President Owen began his report for thanking Alyssa Martinez for her time on the board, stating that when he was new to the Board she was extremely patient and kind, and that it will not be forgotten. President Owen went on to state that he helped conduct the incoming Student Trustee interviews and he felt the current Student Trustees had set the bar high for the incoming Student Trustees, saying the new folks have some big shoes to fill. President Owen shared that the Vision 2030 Committee had participated in a very rich discussion during their last meetings and said that he felt it had been one of the more effective committees he has been on over the years. President Owen concluded his report by sharing that he also attended Music in the Park, stating it was a great event where he got sunburnt and thoroughly enjoyed himself and the opportunity to be a part of the community.

### **APPROVAL OF MINUTES**

1. MSP (Threet/Kelley) 7-0, the Board of Education approved the Minutes of February 22, 2023 Meeting.
2. MSP (Threet/Kelley) 7-0, the Board of Education approved the Minutes of March 22, 2023 Meeting.

### **GENERAL PUBLIC BUSINESS**

### **Closed Session Items**

#### **Report of Actions Taken in Closed Session**

1. Ms. Parks shared information with the Board on Certificated/Classified/Management Leaves, Retirements, Resignations & Appointments. The Board voted 6-0 to move forward with Ms. Parks' recommendation.
2. Ms. Parks shared information with the Board regarding Public Employee Discipline/Dismissal/Release/Complaints.
3. Ms. Parks provided an update to and received direction from Trustees regarding negotiations with GSCFT.
4. Ms. Parks provided an update to and received direction from Trustees regarding negotiations with SCCCE.
5. The Board reviewed and discussed public employee performance evaluation (Govt. Code Section 54957) – Superintendent.

### **Acknowledgement of Gifts**

The Soquel Parent Booster Group (Soquel Fund) donated a comprehensive stereo/sound system to Soquel High School, for installation in the School Stadium (Dewey Tompkins Stadium).

Board President John Owen noted that as was requested at the last Study Session Meeting, the consent agenda has been moved to the end of the meeting.

## ITEMS TO BE TRANSACTED AND/OR DISCUSSED

### **8.2.1.1 Staff Report: 2023 High School International Travel Update**

Superintendent Munro introduced teachers Nehal Pfeiffer and Larkin Wilson and their students to present on the High School International Travel Update. The Career Technical Education Biotechnology course at Soquel High School and the International Baccalaureate Film class at Harbor High School both had opportunities to travel to Europe for learning experiences this school year. In January, the Harbor High International Baccalaureate Film class traveled to Paris, France for the American School of Paris's annual "Clash of the Titans!" Film Competition. And, in February, Soquel High School Biotechnology students traveled to Edinburgh and London where they attended the 2023 International Conference on Biotherapeutics Analytical and Bioinnovation Conference as well as tours and workshops on medicine and forensics. Trustees were moved by the presentation and the opportunities afforded to high school students this year. Trustees expressed gratitude to our teachers, asked questions and had discussion. This report was informational in nature and no action was taken by the Board at this time.

### **8.2.1.2 New Business: Career Technical Education Five Year Plan**

Assistant Superintendent Coito introduced Director Julia Hodges to provide the Career Technical Education (CTE) Five Year Plan. Santa Cruz City Schools has a long, rich history in offering award-winning CTE high school courses. CTE programs are federal programs that require that every district has a CTE Plan that is approved by the district Board of Trustees and is annually reviewed by the district CTE Advisory. The proposed SCCS CTE Plan is a five-year plan that follows both the state of California and federal guidelines and requirements. It was developed by focusing on areas of growth as indicated by the state CTE Incentive Grant self-assessment and the federal Perkins grant needs assessment. The district CTE Advisory, composed of students, teachers, industry partners, administrators, and parents, gave input into the plan as did the district CTE staff. Trustees asked questions and had discussion.

MSP (Threet/Kelley) 7-0, the Board of Education approved the Career Technical Education Five Year Plan.

Student Trustee Diop recommended a yes vote on this matter.

Student Trustee Karraker recommended a yes vote on this matter.

Student Trustee Otero recommended a yes vote on this matter.

### **8.2.2.1 New Business: Resolution 40-22-23: Inter-Fund Loans for Cash Flow**

Assistant Superintendent Monreal introduced the annual Resolution 40-22-23: Inter-Fund Loans for Cash Flow. The District may have a need to transfer cash to another fund while waiting for Federal or State apportionments. This annual resolution would allow funds to be temporarily transferred to another fund of the District for payment obligations. The transfer is accounted for as a temporary borrowing between funds and is not available for budgeting. Amounts that are transferred shall be repaid in the same fiscal year, or within the final 120 days of a fiscal year. Borrowing shall occur only when the fund receiving the money will earn sufficient revenue during the current fiscal year to repay the amount transferred. No more than 75% of the maximum of money held in any fund or account during a current fiscal year may be transferred. Assistant Superintendent Monreal recommended the approval of Resolution 40-22-23: Inter-Fund Loans for Cash Flow. Trustees asked questions and had discussion.

Trustee Vestal motioned to approve the Inter-Fund Loans for Cash Flow. Trustee Threet seconded the motion.

The motion was passed by the following roll call vote:

<b>Roll Call Vote:</b> Threet – Yes	Grossman – Yes	Meeker – Yes	Vestal – Yes
Kelley – Yes	Coonerty – Yes	Owen – Yes	

Student Trustee Diop recommended a yes vote on this matter.

Student Trustee Karraker recommended a yes vote on this matter.

Student Trustee Otero recommended a yes vote on this matter.

### **8.2.2.2 New Business: Resolution 42-22-23: Special Reserve Fund 17**

Assistant Superintendent Monreal brought forward Resolution 42-22-23: Special Reserve Fund 17. On June 15, 2022, the Board passed Resolution #41-21-22, Commitment of Funds. These committed funds were for the 2022-23, 2023-24, and 2024-25 budgets and included Chromebook replacement, curriculum master planning, e-rate cost share, post-employment benefits, Social Emotional Counselors and more. During the 2022-23 school year, the Board resolved to set aside funds for future transportation costs that may be associated with a new required transportation plan. Establishing Special Reserve Fund 17 is a way for SCCS to weather impending revenue loss and to clearly illustrate the Board’s resolutions to set aside funds in the multi-year projection. Per Education Code Section 42842, amounts from this special reserve fund must first be transferred into the general fund or other appropriate fund before expenditures may be made. Special Reserve Fund 17 is authorized by statute and will function effectively as an extension of the general fund. The Board may return funds from Fund 17 to the general fund by Board action. Trustees asked questions and had discussion.

GSCFT President Casey Carlson made a public comment and spoke on behalf of the Federation stating that they had initially spoken against the Special Reserve Fund 17 when it was first brought up as they did not understand it at the time, but through working with the District they now have a better understanding and support the Resolution.

Trustee Grossman motioned to approve the Resolution 42-22-34: Special Reserve Fund 17. Trustee Coonerty seconded the motion.

The motion was passed by the following roll call vote:

<b>Roll Call Vote:</b> Threet – Yes	Grossman – Yes	Meeker – Yes	Vestal – Yes
Kelley – Yes	Coonerty – Yes	Owen – Yes	

Student Trustee Diop recommended a yes vote on this matter.

Student Trustee Karraker recommended a yes vote on this matter.

Student Trustee Otero recommended a yes vote on this matter.

### **8.2.2.3 New Business: Alternative Design Build Process for Educator/Workforce Housing Delivery**

Assistant Superintendent Monreal introduced Director Trevor Miller to present on the Alternative Design Build Process for Educator/Workforce Housing Delivery. The district has been in discussion with legal counsel about possible delivery methods for the design and construction of the Educator/Workforce Housing project. After reviewing these processes with the Board Educator/Workforce Housing Ad Hoc Committee, staff recommends the District

pursue the Alternative Design Build Delivery Method. District counsel was available to answer questions. Trustees asked questions and had discussion.

MSP (Threet/Kelley) 7-0, the Board of Education approved the Alternative Design Process for Educator/Workforce Housing Delivery.

Student Trustee Diop recommended a yes vote on this matter.

Student Trustee Karraker recommended a yes vote on this matter.

Student Trustee Otero recommended a yes vote on this matter.

#### **8.2.3.1 Staff Report: Working Conditions Survey**

Assistant Superintendent Parks presented on the Working Conditions Survey. Santa Cruz City Schools utilizes the New Teacher Center (NTC) Certificated Employees Working Conditions Survey to seek staff feedback. The NTC researched based tool has informed SCCS' efforts to continually improve working conditions for all certificated staff. Seven years ago, a committee composed of representatives from SCCCE Leadership, Cabinet and the Classified Personnel Director drafted the District's Classified Working Conditions Survey using the NTC survey as a model. The data from these surveys support the District to work to continually improve working conditions for staff. Strong working conditions support the District's efforts to recruit and retain excellent staff to serve students. Staff presented longitudinal survey results and next steps. Trustees asked questions and had discussion. This report was informational in nature and no action was taken by the Board at this time.

Incoming Co-President for GSCFT Matt Bruner made public comment stating that our teachers working conditions are our students working conditions and wanted to highlight points from the survey including that student behavior that continues to be a challenge. He also noted that teachers want to learn and were hopeful for meaningful Professional Development. He concluded by stating that staff and District leadership have established a good feedback loop where folks are seeing that their voices are being heard and being taken seriously.

#### **8.2.3.1 Staff Report: Partners of Administration and Labor Update**

Assistant Superintendent Parks presented the Partners of Administration and Labor Update. Santa Cruz City Schools is committed to ensuring the District is a great place to work and learn. To that end, SCCS works in partnership with the Greater Santa Cruz Federation of Teachers (GSCFT) and Santa Cruz Council of Classified Employees (SCCCE). Several years ago, district staff and union leadership began attending the California Labor Management Initiative Trainings (CLMI) and trainings in the ABC School District. Since then, SCCS has implemented a structure called the Partnership between Administration and Labor (PAL) to improve collaboration. This structure allows for problem solving, sharing ideas, and seeking input from everyone. Certificated staff have been using this model at both the district and site levels for several years and the Classified site PAL process began this school year. Trustees asked questions and had discussion. This report was informational in nature and no action was taken by the Board at this time.

#### **8.2.3.3 New Business: Annual Declaration of Need**

Assistant Superintendent Parks brought forward the Annual Declaration of Need. Beginning July 1, 1994, any public school district wishing to employ individuals on emergency permits or limited assignment permits must file a Declaration of Need with the CCTC on an annual basis. Under the guidelines established, this Declaration of Need must be presented to the Governing

Board at a regularly scheduled public meeting of that Board and it may not be presented as part of a consent calendar. A properly credentialed teacher may agree to an assignment which requires a limited assignment permit as part of their full-time position (e.g.: 60% taught in a credentialed area and a 40% taught in an area requiring an emergency permit). This is not the District's preferred practice. SCCS will adhere to ESSA requirements as well as Williams' compliance, but in the rare circumstance that the above situation occurs, the District needs this flexibility as an option for compliance. Adoption of the attached Declaration of Need will allow us to continue to offer employment to those candidates we feel are the most qualified for the position. Trustees asked questions and had discussion.

MSP (Coonerty/Vestal) 7-0, the Board of Education approved the Annual Declaration of Need.

Student Trustee Diop recommended a yes vote on this matter.

Student Trustee Karraker recommended a yes vote on this matter.

Student Trustee Otero recommended a yes vote on this matter.

#### **8.2.3.4 Staff Report: SCCCE 2023-24 Sunshine Articles to SCCS**

Assistant Superintendent Parks introduced SCCCE 2023-24 Sunshine Articles to SCCS. The Santa Cruz Council of Classified Employees contract proposals are being submitted for sunshining. This in accordance with the Employees Relations Act for public notice of contract proposals before official negotiations may begin. SCCCE proposed to open the following articles for negotiations with Santa Cruz City Schools: Article VII Vacations, Article VIII Holidays. Mutual articles proposed are Article XV Leaves, Article VI Hours and Overtime, Article IX Wages, Article XVII Professional Growth. Trustees asked questions and had discussion. This report was informational in nature and no action was taken by the Board at this time.

#### **Consent Agenda**

8.3.1.1 Physical Education Waiver: Santa Cruz High School, 8.3.1.2 Out of State Travel: Special Education, 8.3.1.3 Out of State Conference Request: Student Services, 8.3.2.1 Purchase Orders, Bids & Quotes, 8.3.2.2 Warrant Register, 8.3.2.3 Budget Transfers, 8.3.2.4 Parcel Tax Oversight Committee Application, 8.3.2.5 Third Quarter Investment Report, 8.3.2.6 Resolution 41-22-23: A-Z Bus Set Aside for Special Education Buses, 8.3.2.7 J13A Waiver: Soquel High School Storm Closure, 8.3.2.8 Bond Project Notice of Completion, 8.3.3.1 Certificated Personnel Actions, 8.3.3.2 Classified Personnel Actions, 8.3.3.3 Designation of California Interscholastic Federation League Representatives for 2023-24, 8.3.3.4 Overnight Field Trip: Soquel High Basketball, 8.3.4.1 Gifts, 8.4.1.1 Memorandum of Understanding: Santa Cruz County Office of Education Career Technical Education: IT Essentials, 8.4.1.2 Memorandum of Understanding: Santa Cruz County Office of Education Career Technical Education: Fire Science, 8.4.1.3 Typing Agent Annual Contract Renewal, 8.4.1.4 Learning Ally Annual Contract Renewal, 8.4.1.5 AVID Contract Renewal, 8.4.1.6 Agreement for Professional Services: Speech Therapy Santa Cruz, 8.4.1.7 iReady Contract Renewal, 8.4.1.8 Memorandum of Understanding: Housing Matter: Rebele Family Shelter, 8.4.1.9 Memorandum of Understanding: Santa Cruz Free Guide, 8.4.1.10 Memorandum of Understanding: Association of Faith Communities, 8.4.1.11 Nonpublic School: North Valley School, Santa Rosa, 8.4.2.1 SCI Consulting Group Levy Administration Services Agreement, 8.4.2.2 Crowe LLP Agreement: 22-23 District Financial Audit Fee Increase, 8.4.2.3 GASB 75: Fee to Update Reporting Services, 8.4.2.4 Memorandum of Understanding: Indian Canyon Nation: Rematriation Ancestor Reburial at Santa Cruz High School, 8.4.2.5 Designation of District Representatives for Federal Emergency Management Agency Relief Application, 8.4.2.6 Memorandum of Understanding Amendment: Pacific Collegiate School: Pixellot Connection in the Natural Bridges Gym, 8.4.2.7 19six Architects and Interiors: Amendment Agreement 2: Educator Housing, 8.4.2.8 19six Architects and Interiors: Proposal: DeLaveaga Elementary School Relocatable Classroom Building, 8.4.2.9 American Modular Systems Inc.: Piggyback Bid



Renewal: Facility Supply Services Contract, 8.4.2.10 GV Land Surveying: Proposal: Educator Housing Surveying and Mapping Services for Easement, 8.4.2.11 North American Technical Services: Proposal: DeLaveaga Elementary School Relocatable Classroom Building In-Plant Inspection Services, 8.4.2.12 Premier Inspections Services: Proposal: Sustainability HVAC Inspections, 8.5.1 American Modular Systems: Change Order 6: Gault Elementary School Modular Classroom Building, 8.5.2 Art Grams: Proposal: Soquel High School Fitness Phase 2 Inspection Services, 8.5.3 Bosco Construction Services, Inc.: Contract: Touch Panel Installation, 8.5.4 Bosco Construction Services, Inc.: Proposal: Bay View Elementary School Fencing Realignment, 8.5.5 Development Group Inc.: Proposal: Harbor High School Vape Detectors and Camera, 8.5.6 Dilbeck & Sons Inc.: Proposal: Westlake Elementary School Door Replacement, 8.5.7 Dilbeck & Sons Inc.: Proposal: Gault, Westlake, DeLaveaga & Branciforte Small Schools Door Hardware Replacement, 8.5.8 Hart Floor Company: Proposal: Harbor High School Gym Floor Refinishing, 8.5.9 KeyAnalytics Proposal Bond Accounting Software, 8.5.10 Peartree + Belli Architects Inc.: Amendment Agreement: Branciforte Middle School Campus Modernization, 8.5.11 PSR Electric: Proposal: Branciforte Middle School MPR Stage Electrical, 8.5.12 Sierra School Equipment Co.: Proposal: Mission Hill Middle School Furniture

Trustee Grossman motioned to approve the consent agenda. Trustee Kelley seconded the motion.

The motion was passed by the following roll call vote:

<b>Roll Call Vote:</b> Threet – Yes	Grossman – Yes	Meeker – Yes	Vestal – Yes
Kelley – Yes	Coonerty – Yes	Owen – Yes	

Student Trustee Diop recommended a yes vote on this matter.

Student Trustee Karraker recommended a yes vote on this matter.

Student Trustee Otero recommended a yes vote on this matter.

**8.6 Discussion: Possible Items for Future Meeting Agendas**

Student Trustee Lynda Otero requested that the Board further discuss the public comments regarding the removal of WPENS from the Bay View campus.

Superintendent Munro and Trustee Threet suggested that as the matter is timely they set aside time in their Trustee and Student Trustee meetings to discuss WPENS and suggested to not add it as an agenda item. The Student Trustees agreed this was a good method to learn more about the context of the school.

**9. Adjournment of Meeting**

As there was no further business to come before the Board of Education, Board President Owen adjourned this Regular Meeting at 9:02 p.m.

**Board Meeting Schedule Information**

1. The Study Session on May 24, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
2. The Regular Board Meeting on May 31, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
3. The Regular Board Meeting on June 14, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.

\*For more details about this meeting, please visit our district website and listen to the meeting recording: [http://sccs.net/board\\_of\\_education](http://sccs.net/board_of_education)

Respectfully submitted,

Kris Munro, Superintendent  
Santa Cruz City Schools

John Owen, President  
Board of Education

**MINUTES OF THE STUDY SESSION  
OF THE SANTA CRUZ CITY SCHOOLS BOARD OF EDUCATION  
FOR THE ELEMENTARY AND SECONDARY DISTRICTS  
MAY 24, 2023**

**Convene Closed Session**

Board President Owen called this Closed Session Meeting to order at 5:07 p.m.

**Public Comments for Closed Session Agenda Items**

None.

**Convene Open Session**

Board President Owen called this Regular Meeting Open Session to order at 6:36 p.m.

**Attendance at Meeting**

John Owens	Patricia Threet	Angela Meeker	Kyle Kelley
Claudia Vestal	Sheila Coonerty		

Remote: Keven Grossman

Remote: Student Board Representative, Lynda Otero

Absent: Student Board Representative, Eva Diop

Absent: Student Board Representative, Neveah Karraker

Kris Munro, Superintendent

Dorothy Coito, Assistant Superintendent, Educational Services

Jim Monreal, Assistant Superintendent, Business Services

Molly Parks, Assistant Superintendent, Human Resources

Members of the Audience

**Welcome and Format**

Board President Owen welcomed those in attendance and explained the format used for this Study Session of the Board of Education.

**3.2 Agenda Changes, Additions, or Deletions**

None.

**Teleconference Notice**

Superintendent Munro announced for the record that this meeting is being conducted pursuant to California Government Code Section 54953(b) concerning teleconferencing of meetings. Board Member Grossman is participating in this meeting by video call from 206 Grandview Street, Santa Cruz, CA, 95060. In accordance with the Brown Act, this location has been identified on the agenda for this meeting.

## PUBLIC COMMENTS

None.

## GENERAL PUBLIC BUSINESS

### Closed Session Items

#### **Report of Actions Taken in Closed Session**

Vice President Threet reported the following actions during closed session:

1. Ms. Parks did not have information to share with the Board on Certificated/Classified/Management Leaves, Retirements, Resignations & Appointments.
2. Ms. Parks did not have information to share regarding Public Employee Discipline/Dismissal/Release/Complaints.
3. Ms. Parks provided an update to and received no direction from Trustees regarding negotiations with the GSCFT.
4. Ms. Parks provided an update to and received direction from Trustees regarding negotiations with the SCCCE. Vote 6-0-1.
5. The Board discussed public employee performance evaluation (Govt. Code Section 54957).

## ITEMS TO BE TRANSACTED AND/OR DISCUSSED

### **6.1 Study Session: Budget**

#### *The Governor's May Revise*

Assistant Superintendent Monreal reviewed the Governor's May Revision and drew attention to the fact that due to the delayed tax filing deadline of October 15<sup>th</sup> the District will not have an accurate picture of the budget until the school year has begun. Superintendent Monreal also noted the monies committed by the District for the upcoming year. Trustees asked questions and had discussion.

#### *District Budget Development 23-24*

Assistant Superintendent Monreal reviewed the budget that is being developed for 2023-24. The budget will come forward for a public hearing on May 31, 2023. Information reported by Mr. Monreal included: a review of Santa Cruz City Schools budget principles; budget highlights and assumptions; revenue and expenditure summaries; impact to 2023-24 fund balance; revenue sources and projection; multi-year budget assumptions and multi-year projections; local and state funding descriptions; and Local Control Accountability Plan supplemental resources. Trustees asked questions and had discussion.

#### *Long Term Fiscal Projections*

Assistant Superintendent Monreal introduced District Consultant Curt Pollock to provide an overview of the Long Term Fiscal Projections. Mr. Pollock drew attention to declining enrollment, data on housing development requirements, enrollment projections, and district funding streams. Trustees asked questions and had discussion.

### **5. Adjournment of Meeting**

As there was no further business to come before the Board of Education, Board President Owen adjourned this Study Session at 8:05 p.m.

**Board Meeting Schedule Information**

1. The Regular Board Meeting on May 31, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
2. The Regular Board Meeting on June 14, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.

\*For more details about this meeting, please visit our district website and listen to the meeting recording:  
[http://sccs.net/board\\_of\\_education](http://sccs.net/board_of_education)

Respectfully submitted,

Kris Munro, Superintendent  
Santa Cruz City Schools

John Owen, President  
Board of Education

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Staff Report: 2023-24 Single Plans for Student Achievement

**MEETING DATE:** June 14, 2023

**FROM:** Dorothy Coito, Assistant Superintendent of Educational Services

**THROUGH:** Kris Munro, Superintendent

### **RECOMMENDATION:**

Approve the 2023-2024 Single Plans for Student Achievement for Bayview Elementary, DeLaveaga Elementary, Gault Elementary, Westlake Elementary, Monarch Community Elementary School, Branciforte Middle School, Mission Hill Middle School, Harbor High School, Santa Cruz High School, Soquel High School and Alternative Family Education.

### **BACKGROUND:**

Pursuant to California Education Code Section 64001 and the federal Elementary and Secondary Education Act, schools that receive state and federal funds will consolidate all school plans into the Single Plan for Student Achievement.

School Site Councils are required to develop the Single Plan for Student Achievement. The School Site Councils' responsibilities include approving the plan, recommending it to the local governing board for approval, monitoring its implementation, and evaluating the effectiveness of the planned activities at least annually.

The Single Plan for Student Achievement is a blueprint to improve the academic performance of all students. The purpose of the Single Plan for Student Achievement is to coordinate all educational services at the school. The Single Plan for Student Achievement addresses how funds provided to the school will be used to improve the academic performance of all pupils.

Staff will bring the Ark Independent Studies High School and Costanoa High School Single Plans to the Board for approval in August.

It must be noted that some metrics are not yet available. Updated metrics will be added in Fall, 2023.

### **FISCAL IMPACT:**

Site budgets vary and are outlined in each plan.

This work is in direct support of the following District goals and their corresponding metrics:

**AGENDA ITEM: 9.2.1.1**

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social-emotional well-being of all students.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Goal #6: SCCS will maintain strong communication and partnerships with its diverse community.

# 2023/24 **Single Plans** *for* **Student Achievement**

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June 14, 2023

32/2013





# What is a Single Plan for Student Achievement (SPSA)?

California Education Code (EC) Section 64001 and the federal Elementary and Secondary Education Act (ESEA)

- School Site Councils (SCC) develop the SPSA
- SPSA template mirrors the Local Control Accountability Plan template
  - Stakeholders
  - Metrics\*

*\*2023 California Assessment of Student Performance & Progress (CAASPP) scores are not yet available*



# Characteristics of a SPSA

The SPSA is a blueprint to improve the academic performance of all students and it:

- **Coordinates** all educational services at the school
- **Addresses** how funds will be used
- **Integrates** the purposes & requirements of all state & federal categorical programs
- **Organizes** a school's improvement process
- **Addresses** the root causes of student academic challenges
- **Implements** research-based strategies to address achievement
- **Uses** metrics to monitor expected outcomes



# Tonight's Presenters:



**Renee Golder**, Principal  
*Bay View Elementary School*

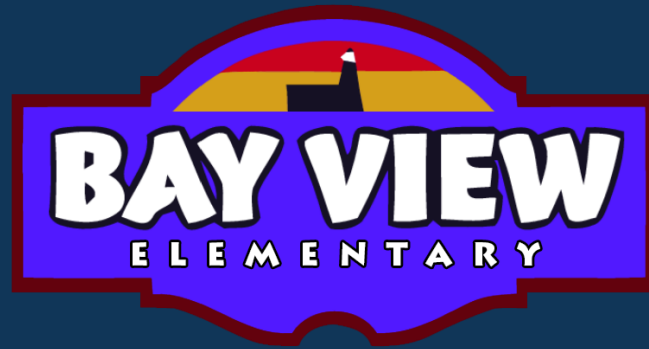


**Casey O'Brien**, Principal  
*Branciforte Middle School*



**Michelle Poirier**, Principal  
*Santa Cruz High School*

# Bay View Elementary School



Single Plan 2023-24



# Goals

**Goal 1:** All students will make academic literacy growth as measured by the CAASPP ELA assessment

**Goal 2:** All students will make mathematics growth as measured by CAASPP

**Goal 3:** All English Learners will be academically successful as measured by ELA CAASPP, Mathematics CAASPP, Chronic Absenteeism and Suspension Dashboard Indicators

**Goal 4:** All students will feel connected to their school as measured by attendance data and school suspension data

# iReady Proficiency & California Assessment of Student Performance & Progress Projected Proficiency: Reading



Diagnostic #3

**CAASPP projected proficiency = 47%**

- At Risk for Tier 3  
14% (From 30%)
- Tier 2  
28% (From 39%)
- Tier 1  
58% (From 31%)



Diagnostic #1

**2021-22 CAASPP = 39.28%**

# iReady Proficiency & California Assessment of Student Performance & Progress Projected Proficiency: Math



Diagnostic #3

- At Risk for Tier 3  
14% (From 35%)
- Tier 2  
35% (From 52%)
- Tier 1  
51% (From 14%)



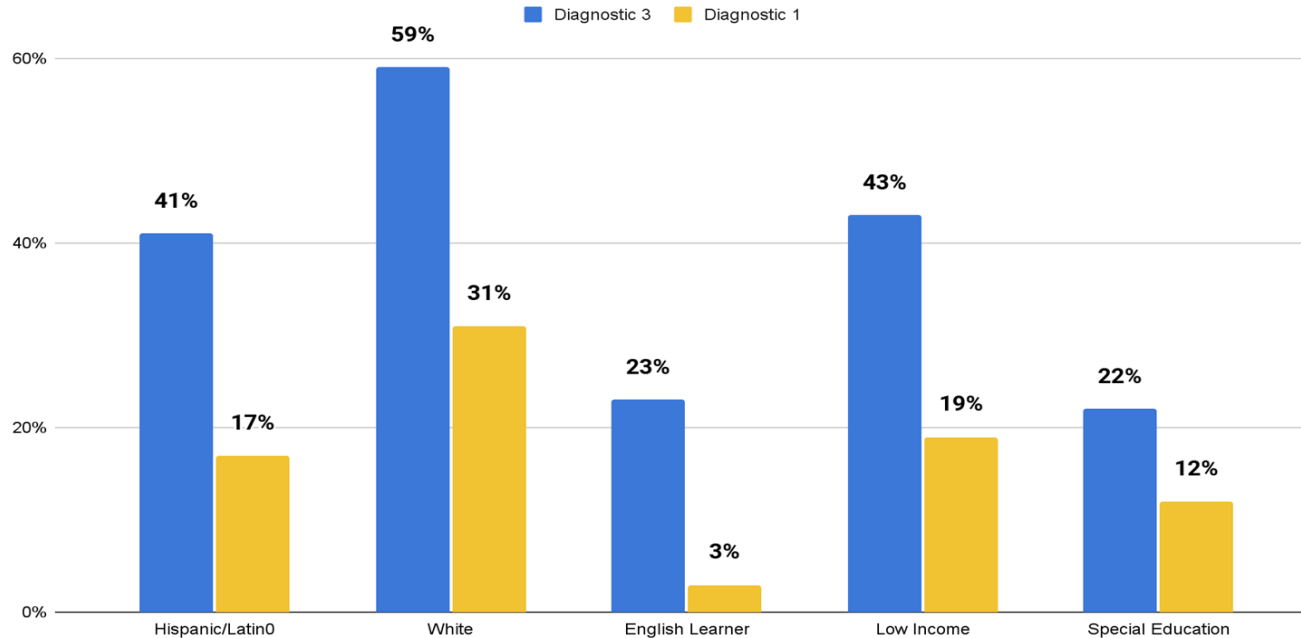
Diagnostic #1

**CAASPP projected proficiency = 39%**

**2021-22 CAASPP= 33.5%**

# iReady Student Group Data: Reading

Percentage of Students Proficient - iReady Reading



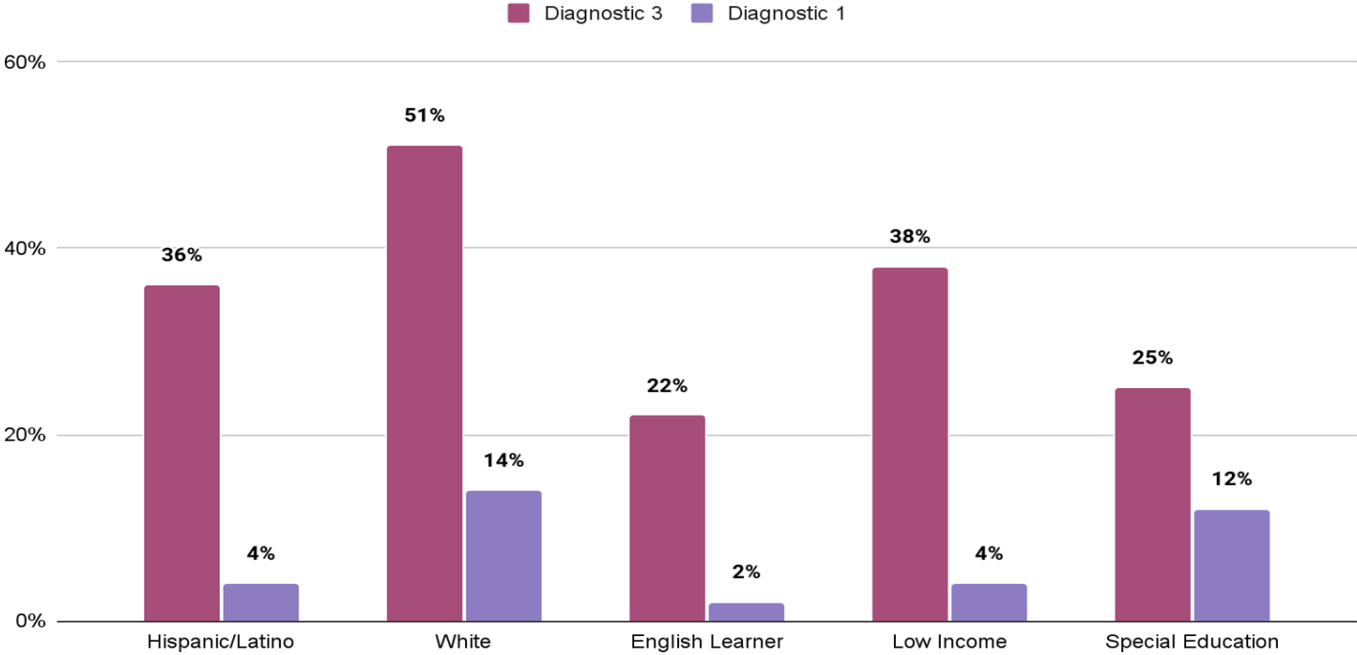
40/2013





# iReady Student Group Data: Math

Percentage of Students Proficient - iReady Math



41/2013



# English Learner Progress

- **English Language Proficiency Assessments for California (ELPAC):** 55% of students who took the ELPAC grew 2 or more levels in English proficiency
- **Attendance rate:** 93% (1% higher than the “All” student group)
- **Suspensions** in 23-24

# School Connectedness

<b>Suspensions</b>		
<b>20-21</b>	<b>21-22</b>	<b>May 2023</b>
<b>1</b>	<b>3</b>	<b>1</b>

<b>Positive Attendance Rate</b>		
<b>20-21</b>	<b>21-22</b>	<b>22-23</b>
<b>95%</b>	<b>90%</b>	<b>92%</b>



# School Connectedness

BAY VIEW ELEMENTARY

## School marks opening of new resource center

The center is the first in the school district

By **Aric Sleeper**  
asleeper@santacruzsentinel.com



ARIC SLEEPER — SANTA CRUZ SENTINEL

Bayview Elementary School Principal Renee Golder poses with parents at the opening of the first parent resource center in the school district.

**SANTA CRUZ** » To help parents in need of internet access, printing capabilities or just a few moments of conversation with fellow parents after dropping their kids off, Bay View Elementary on the Westside of Santa Cruz opened its first parent resource center Wednesday.

mentary's library and provides parents with com- this is our first one," said Martinez. "We want the

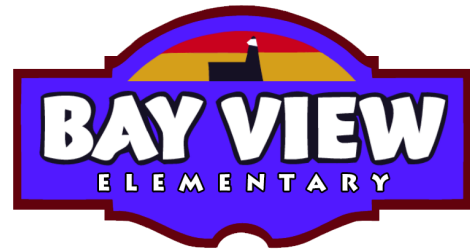
Martinez and partnerships with community organizations such as Triple P Parenting, among others. Golder said the parent resource center is something she had thought about since her kids were students at the school years ago.

"I have been at Bay View for more than 20 years and when I was a parent here, these are the things that I wanted," said Golder. "Raising kids is hard and it's great that the school can provide a place where parents can come with out judgment to get help and all the resources they need. We wanted to cre-



# Planned Actions for 23/24

- Focus on **student engagement and academic achievement** through the *lens of RSP students & Multilingual Learners*
- Provide professional development on **English Language Development** with West Ed (using content areas of Social Studies, Math, Science)
- Establish a math workshop PLC to support *differentiated Tier 1 math instruction*
- Continue to refine RtI systems & *implement new math intervention curriculum*
- Grade level student learning team meetings review student achievement data and evaluate intervention groups 3 times a year
- **Increase attendance** rates both **daily and annually** by showing parents the importance of short term independent study contract, working with social worker and promoting Bay View with press releases



# Branciforte Middle School



Single Plan 2023-24



# Goals

## Goal 1:

- A) **English Learner Progress:** All Ever English Learners (IFEP, RFEP, ELs) will have academic success and social-emotional well being in an asset-based, needs responsive learning community, and will participate fully in our schools and graduate ready for college and career
  
- A) **Academic Literacy:** All students will engage in daily relevant, complex reading, writing, speaking, listening across all content areas so they can build knowledge, engage in collaborative, academic discussions, and support a position with evidence



# Goals

**Goal 2:** All students will develop conceptual understanding, procedural skills and fluency that they will apply to make sense of mathematical problems and persevere in solving them

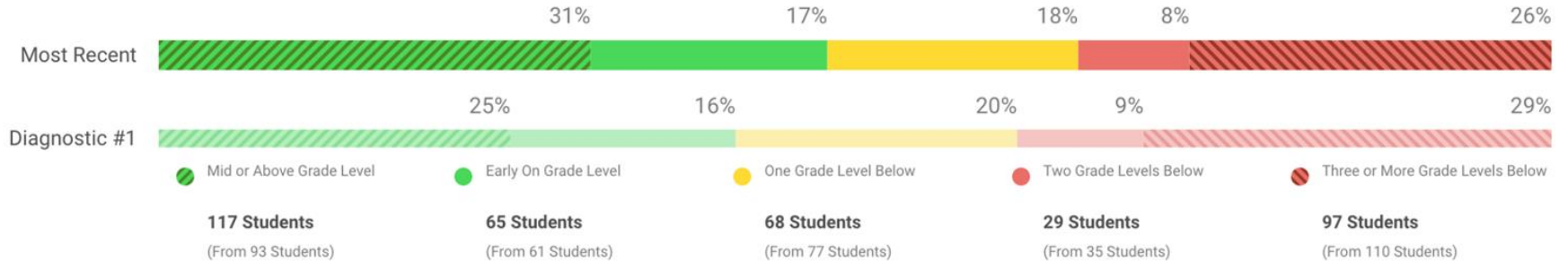
**Goal 3:** All students will feel connected to the school and feel supported in their personal and academic growth. They will learn about and show growth in Social Emotional Learning (SEL) competencies of self-awareness, self-management, social awareness, relationship skills and responsible decision making



# B40 MS iReady Reading

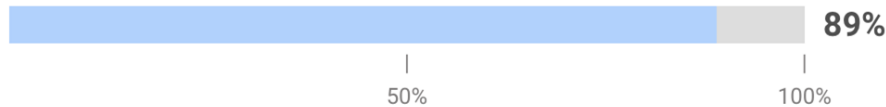
## Overall Placement

Students Assessed/Total: 376/402



Students Assessed/Total: 390/402

Progress to Annual Typical Growth (Median)

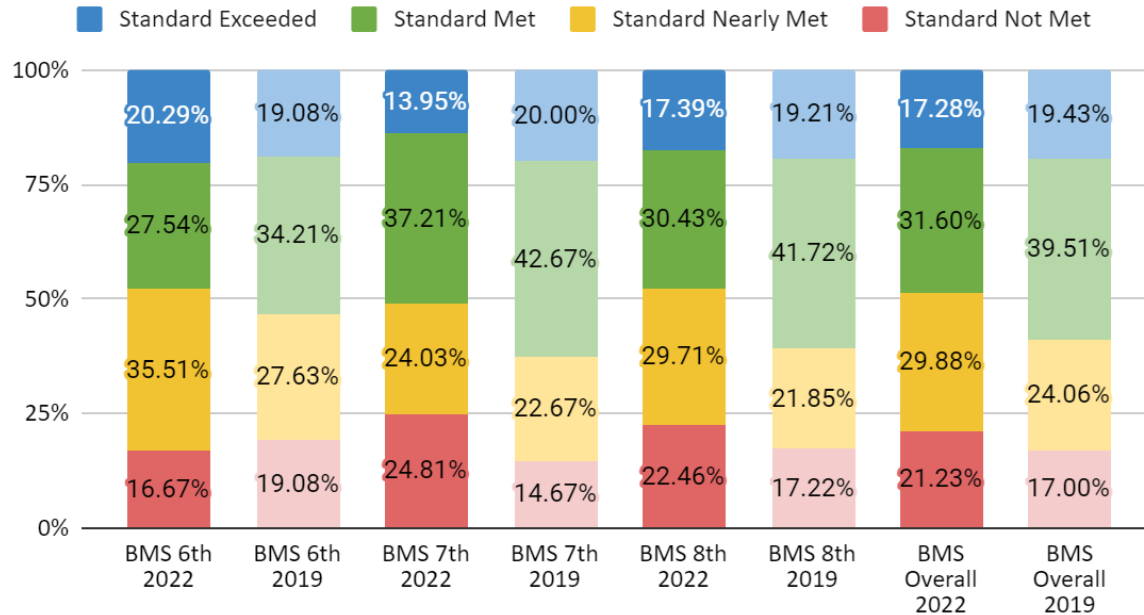


The median percent progress towards Typical Growth for this school is 89%. Typical Growth is the average annual growth for a student at their grade and baseline placement level.

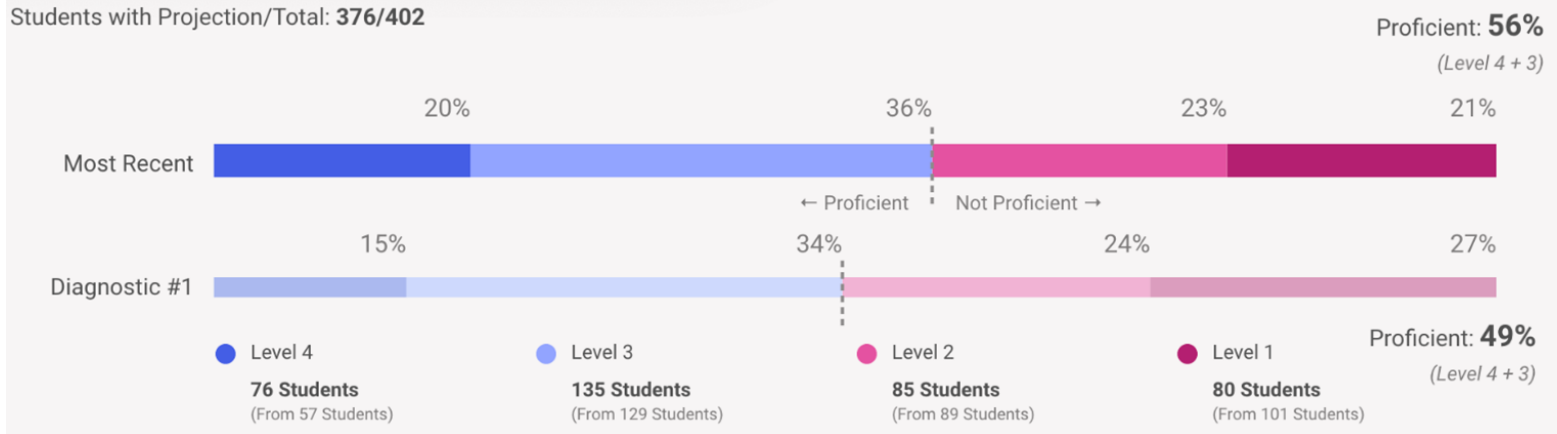


# B40 CAASPP Projected Proficiency

Secondary CAASPP: ELA 2022 v. 2019 ( BMS by Grade)













# B40 CAASPP Projected Proficiency










# B40 iReady Read 180 Intervention Growth

**English  
Learner  
Student  
Growth**

Percent Progress 	Scale Score Progress
 489%	93/19
 274%	52/19
 205%	39/19
 189%	36/19
 184%	35/19
 158%	30/19
 137%	26/19
 126%	24/19
 58%	11/19

*Students in  
Read+ Zero  
Period  
Growth*

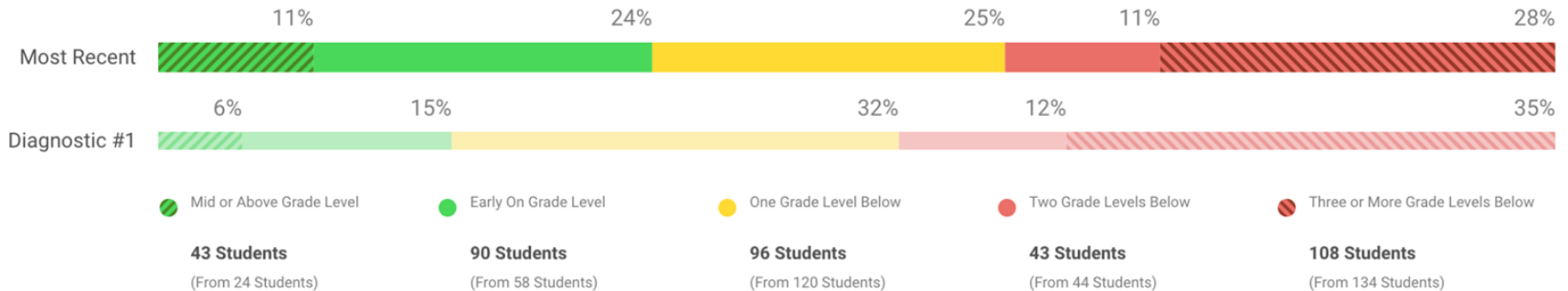
Percent Progress 	Scale Score Progress
 606%	103/17
 279%	39/14
 224%	38/17
 184%	35/19
 150%	21/14
 100%	17/17
 82%	14/17



# B4OMS iReady Math

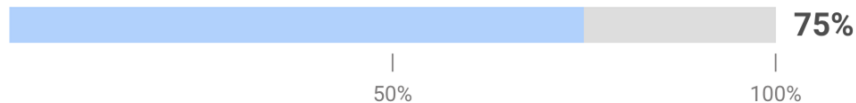
## Overall Placement

Students Assessed/Total: 380/402



Students Assessed/Total: 390/402

Progress to Annual Typical Growth (Median)

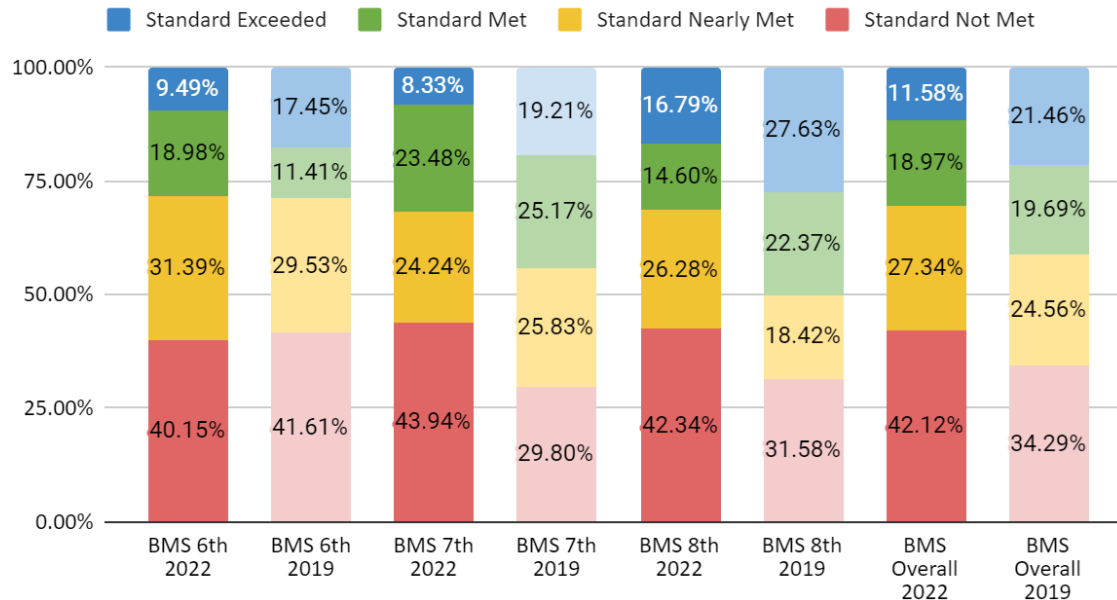


The median percent progress towards Typical Growth for this school is 75%. Typical Growth is the average annual growth for a student at their grade and baseline placement level.

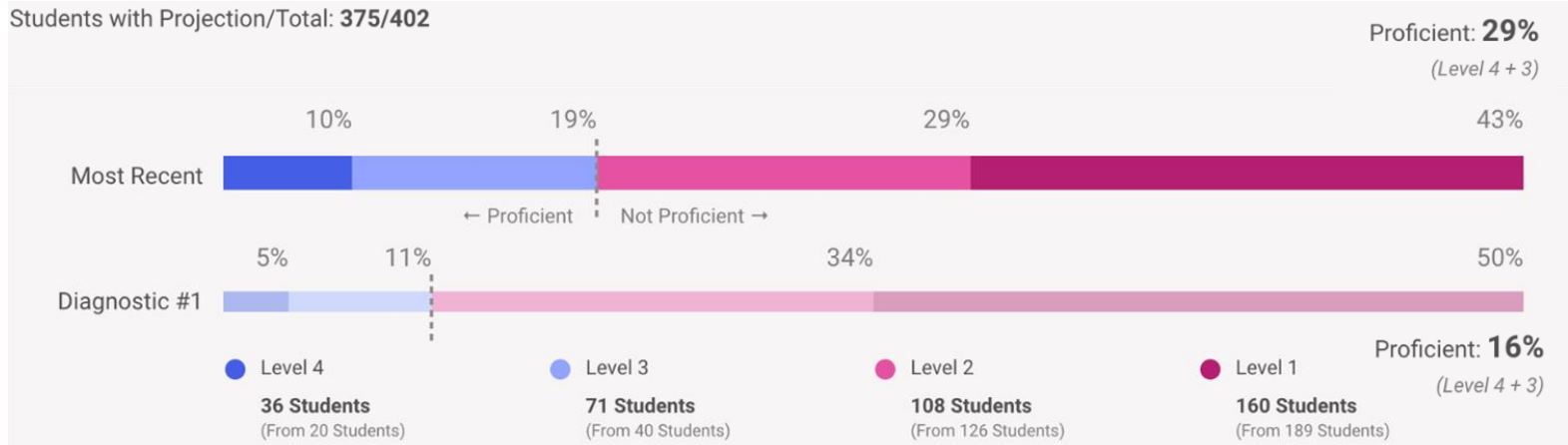


# B40 CAASPP Comparative Proficiency Math

Secondary CAASPP: Math 2022 v. 2019 ( BMS by Grade)

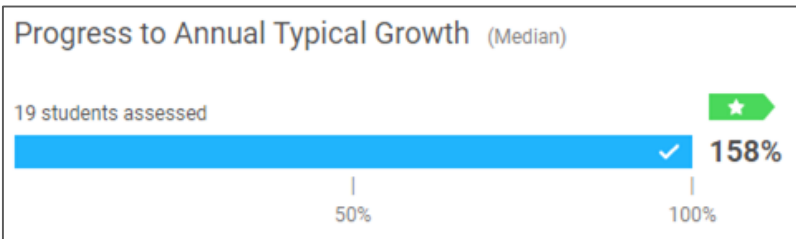
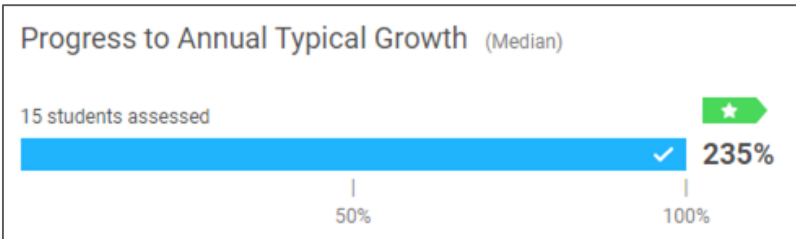
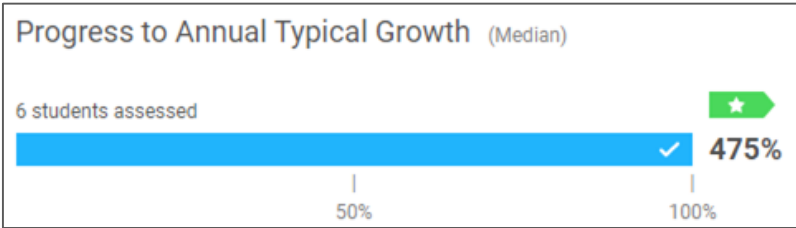


# B40 CAASPP Projected Proficiency Math





# B40MS English Learner Data



**iReady Growth for Designated ELD 6th - 8th Grade**

**Spring ELPAC:  
25 of 55 ELs  
scored a 4!**

# B4OMS School Connectedness

<b>Suspensions</b>		
<b>20-21</b>	<b>21-22</b>	<b>22-23</b>
<b>0</b>	<b>8</b>	<b>6</b>

<b>Positive Attendance Rate</b>		
<b>20-21</b>	<b>21-22</b>	<b>22-23</b>
<b>97%</b>	<b>93%</b>	<b>92%</b>



# ***B40MS Social Emotional Health Survey***

<b>B40MS Social Emotional Health Survey</b>		
	<b>Fall 2021</b>	<b>Fall 2022</b>
<b>Students satisfied with their school experience</b>	56%	59%
<b>Students feel they belong to a community</b>	48%	53%





# Site Action Steps

- Implement a **new bell schedule** that will increase intervention time by 42% and provide more time for math instruction
- **Add two Reading Intervention** periods during the school day
- Implement a **new Professional Development (PD) plan** in 23-24 that will allow teachers choice in their professional learning
- Track & share student **behavior data and positive rewards** (for Golden Tickets) each week
- Develop a system for more **parent involvement & presence on campus.**
- **Expand the pilot of Inspiring Connections** - an update to the College Preparatory Math (CPM) curriculum



# Santa Cruz High School



**School Plan for Student Achievement**

**2023-24**

62/2013



# SPSA Goals

**Goal 1:** Increase student and family connectedness to school, with a focus on our diverse population, in order to improve attendance and social-emotional well-being.

**Goal 2:** Provide a highly effective and aligned instructional program designed for the success of all students.

**Goal 3:** Provide targeted interventions for all students to have equitable access to learning with a focus on English Learners, Hispanic/Latino students, Students with Disabilities, and Socio-Economically Disadvantaged students.



# School Connectedness

<b>Suspensions</b>		
<b>20-21</b>	<b>21-22</b>	<b>22-23</b>
<b>1.5%</b>	<b>1.6%</b>	<b>2%</b>

<b>Positive Attendance Rate</b>		
<b>20-21</b>	<b>21-22</b>	<b>22-23</b>
<b>98.5%</b>	<b>94.1%</b>	<b>92.7%</b>





# Longitudinal LCAP Student Survey

## Areas to Celebrate

- Students report feeling *safe at school*
- Students feel teachers have *high expectations for all students*
- Students feel *teachers & administrators care about them*
- Students feel *connected & engaged with school*
- Students feel *well supported to improve academically*

## Areas for Focus

- ELs report needing supports to learn and improve spoken and written English to progress at school
- Students have a declining agreement with the school being clean and well-maintained
- Students level of feeling there are adults to help and support is not showing high agreement



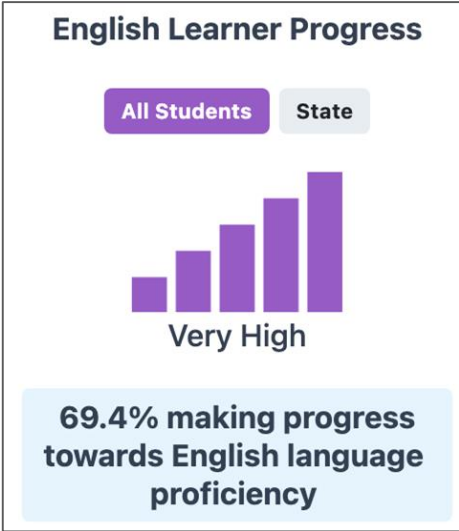
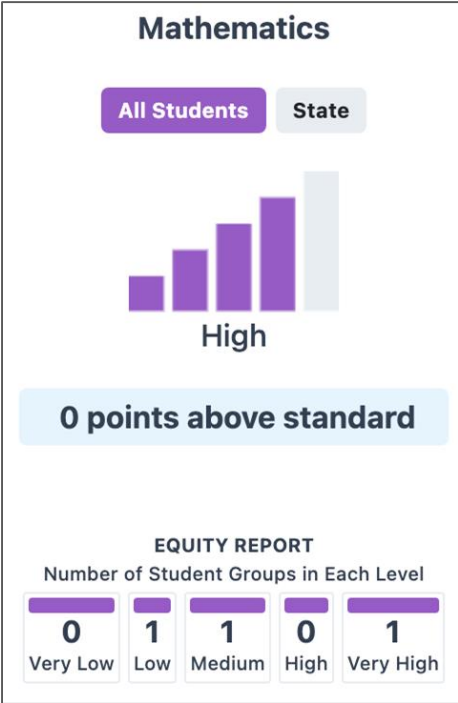
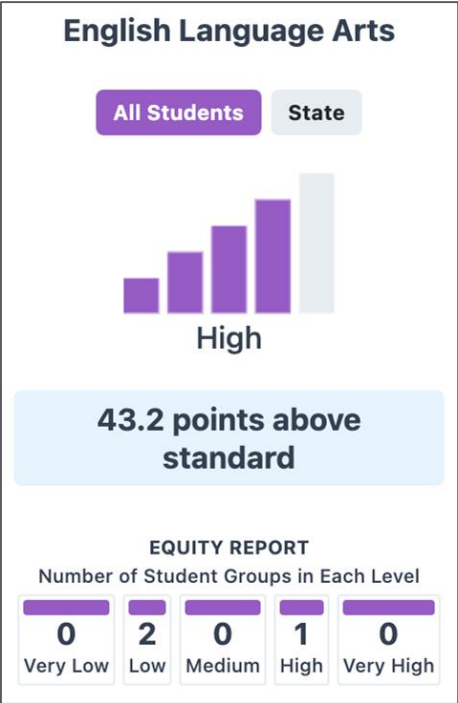
# SPSA Goal 1: Connectedness

## 2023-24 Strategies

- **Continue** - engagement and diversity in athletics, school activities, & clubs
- **Continue** - Student voice in shared decision making
  - Principal's Advisory Committee
  - Cardinal Advisory on Race & Equity
  - Bond Committee & Site Council
- **Increase social emotional support for students**
- **Provide connections for students & families → improving attendance & school program participation**
- **Improve schoolwide and Tier 1 classroom strategies to increase student connectedness and build student-teacher relationships**
  - MIRJ, Mindfulness, PBIS



# 2022 ELA SBAC, Math SBAC & EL Progress



# SCHS D/F Grade Data

SCHS has about 10% fewer students with D/F etc. than the other comprehensive high schools (~20% vs. ~30%) on final term grades

## % of D/F Grades by Department All 4

% D, F, or NC	9	10	11	12	Grand Total
AVID	20.80%	1.48%	2.75%	0.00%	4.05%
CTE	5.65%	7.50%	2.53%	2.33%	3.68%
ELA	8.30%	9.20%	9.83%	4.03%	8.08%
Health	8.48%	N/A	N/A	N/A	8.48%
Mathematics	11.75%	14.73%	15.43%	11.43%	13.70%
PE	4.33%	4.18%	7.43%	5.28%	4.83%
Science	13.20%	12.10%	14.78%	5.30%	12.55%
Social Studies	N/A	9.60%	2.68%	10.45%	7.33%
SpEd	30.63%	18.18%	14.83%	10.10%	22.00%
VAPA	0.43%	2.78%	2.38%	0.00%	1.35%
LOTE	2.35%	2.98%	5.95%	1.93%	3.15%
Grand Total	9.30%	10.18%	8.68%	5.63%	8.23%



# Site Action Steps (Goals 2 & 3)

- **RtI**
  - Peer Tutoring
  - Math Plus
  - Math & Science supports, including push-in
- **Intervention Team**
  - Attendance conferences
  - Empathy interviews
- **Data Team**
- **Equitable Grading Team**
- **Professional Development**
  - Motivational Interviewing / Restorative Justice training (MIRJ)
  - High Impact Instructional Strategies
  - Equitable Grading Practices



# Thank you & Questions



School Year: **2023-24**



# School Plan for Student Achievement (SPSA) Template

Instructions and requirements for completing the SPSA template may be found in the SPSA Template Instructions.

School Name	County-District-School (CDS) Code	Schoolsite Council (SSC) Approval Date	Local Board Approval Date
Bay View Elementary School	44698156049860	May 6, 2023	June 14, 2023

## Purpose and Description

Briefly describe the purpose of this plan (Select from Schoolwide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

### Additional Targeted Support and Improvement

Bay View qualified for Additional Targeted Support and Improvement (ATSI) because of all orange and red scores on the December 2019 dashboard in the areas of Chronic Absenteeism (orange), Suspensions (red), English Language Arts (ELA) (orange), and math (red) for students with disabilities.

Briefly describe the school’s plan for effectively meeting the ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

### NEED TO DO

The goals within this plan all address how Bay View staff will work to improve literacy, math, attendance, and suspensions for students with disabilities.

To move out of ATSI, the following would need to occur for students with disabilities:

1. Decrease the number of chronically absent students to 20% (24% in 2019).
2. Decrease suspensions no more than 5 students total suspended (6 students in 2019)
3. Increase ELA CAASPP scores by 15 points
4. Increase Math CAASPP scores by 15 points





# Comprehensive Needs Assessment Components

## Data Analysis

Please refer to the School and Student Performance Data section where an analysis is provided.

## Surveys

This section provides a description of surveys (i.e., Student, Parent, Teacher) used during the school-year, and a summary of results from the survey(s).

Each year, Santa Cruz City Schools publishes an Annual Family, Student and Staff Survey with results aggregated by school site. Results from Bay View's 2022-23 surveys are as follows:

### Family Survey

Please rate your level of agreement with the following statements:

- "I feel that my child is appropriately challenged in school" 77%
- "I feel that my child's school recognizes and values student accomplishments" 84%
- "When academics are challenging, I feel that my child's school supports my child to do better and improve" 81%
- "My child feels safe at school" 82%
- "I feel that teachers have high expectations for all students at my child's school" 85%
- "My child's school and the district seeks my input and ideas in decision making" 61%
- "When I contact my child's school, I receive courteous attention" 89%
- "I receive sufficient information regarding my child's education program, progress and needs" 87%
- "I feel that I receive clear and relevant communication about school and district related events and issues" 85%
- "I know who to go to with a problem or concern" 84%
- "The school website is clear and accessible" 64%

### Student Survey

Please rate your level of agreement with the following statements:

- "I feel connected and engaged with school" 81%
- "I feel that the school recognizes and values student accomplishments" 71%
- "When academics are challenging, I feel my school supports me well to do better and improve" 81%
- "When I have problems or challenges, I feel that there are adults at the school to help and support" 81%
- "All students are well-supported to improve academically" 84%
- "(If you are an English Learner) I feel there are enough supports for me to learn and improve my spoken and written English to progress at school" 36%
- "I feel safe at my school" 84%
- "I feel that teachers and administrators care about all students" 87%
- "My school is clean and well-maintained" 52%
- "I feel that teachers have high expectations for all students" 90%

### Staff Survey

Please rate your level of agreement with the following statements:

- "Students feel connected and engaged at my school" 81%
- "I feel that my school recognizes and values student accomplishments" 88%
- "When academics are challenging, my school supports students to do better and improve" 79%
- "When students have personal problems or challenges, adults at my school work to help and support them" 88%
- Please rate your level of agreement with the following statement, "Under-performing students are well supported to improve academically at my school" 70%
- "I feel there are enough supports for English Learners progress at my school" 54%
- "Students feel safe at my school" 83%
- "My school is clean and well-maintained" 67%
- "I feel that teachers have high expectations for all students" 61%

## Classroom Observations

This section provides a description of types and frequency of classroom observations conducted during the school-year and a summary of findings.

The principal visits all classrooms weekly. District office Administrators also tour classes on a monthly basis. Observations indicate that teachers are using their literacy strategies from last year's professional development. The principal has developed a walkthrough tool with the SCIL team that will help to collect data on what best practices are observed in the classroom.

## Analysis of Current Instructional Program

The following statements are derived from the Elementary and Secondary Education Act (ESEA) of 1965 and Essential Program Components (EPCs). In conjunction with the needs assessments, these categories may be used to discuss and develop critical findings that characterize current instructional practice for numerically significant subgroups as well as individual students who are:

- Not meeting performance goals
- Meeting performance goals
- Exceeding performance goals

Discussion of each of these statements should result in succinct and focused findings based on verifiable facts. Avoid vague or general descriptions. Each successive school plan should examine the status of these findings and note progress made. Special consideration should be given to any practices, policies, or procedures found to be noncompliant through ongoing monitoring of categorical programs.

## Standards, Assessment, and Accountability

Use of state and local assessments to modify instruction and improve student achievement (ESEA)

Bay View staff use the California Common Core standards in all content areas to determine pacing and lessons for the year. Students take the iReady diagnostic in math and reading three times per year. The results of these diagnostics are used to determine groupings in the classroom, and to determine students who are in need of Tier II intervention. K-3rd grade teachers administer the Fountas and Pinnel reading assessment three times per year. Students also take three writing assessment per year that are graded on a common grade level rubric.

Results show that students are making substantial growth.

iReady Math

Diagnostic #3: 49% grade level and above (from 23% in the Fall)

iReady reading

Diagnostic #3: 62% grade level and above (from 41% in the Fall)

ELPAC:

14% score of 4 (12% in 21-22)

39% score of 3 (29% in 21-22)

24% score of 2 (35% in 21-22)

23% score of 1 (24% in 21-22)

Use of data to monitor student progress on curriculum-embedded assessments and modify instruction (EPC)

The results of the above assessment, as well as daily formative assessments, allow teachers to determine what student already know, and where they need to focus their teaching energy. Teachers also talk in grade level Professional Learning Communities (PLC) about data, and determine best practices and changes that can be made to better support students. Additionally, our two Response to Instruction (RtI) Coordinators use assessment data to determine which students need Tier II and Tier III instruction. Those students participate in additional groups to supplement the core curriculum and boost skills.

## Staffing and Professional Development

#### Status of meeting requirements for highly qualified staff (ESEA)

All teachers meet the requirements for highly qualified staff as evidenced by "Standard Met" on the California School Dashboard - Local Indicators.

#### Sufficiency of credentialed teachers and teacher professional development (e.g., access to instructional materials training on SBE-adopted instructional materials) (EPC)

All teachers have access to instructional materials, and participate in professional development on adopted materials as evidenced by "Standard Met" on the California School Dashboard - Local Indicators.

#### Alignment of staff development to content standards, assessed student performance, and professional needs (ESEA)

Staff are surveyed each year to determine professional development needs. This year, Bay View teachers are participating in Curriculum and Assessment teams to align content and assessment across the district. 2023-24 PD will focus on designated and integrated ELD.

#### Ongoing instructional assistance and support for teachers (e.g., use of content experts and instructional coaches) (EPC)

Bay View teachers have worked for the past year with an ELD TOSA to learn best practices. In addition, they have the opportunity to participate in district professional development days and curriculum and assessment teams. ELD Professional Development will include coaching in the classroom from ELD TOSA. Also, working with the CS TOSA to integrate CS and tech into instruction.

#### Teacher collaboration by grade level (kindergarten through grade eight [K–8]) and department (grades nine through twelve) (EPC)

Teachers meet twice per month in grade level PLCs to collaborate about student data, teaching practices, and adjustments to curriculum and pacing. In addition teachers meet 3 times per year with the RSP and Rtl teams for Student Learning Teams (SLT). Starting in 23/24 teachers will begin lesson studies and peer observations at Bay View and across the district.

## Teaching and Learning

#### Alignment of curriculum, instruction, and materials to content and performance standards (ESEA)

All adopted curriculum is based on Common Core standards. Additionally, high impact strategies are being implemented in classrooms and include integrated ELD.

#### Adherence to recommended instructional minutes for reading/language arts and mathematics (K–8) (EPC)

Schools publish yearly schedules in reading language/arts and mathematics based on recommended instructional minutes in grades K - 8. Additionally, schools are required to turn in their planned instructional minutes in the Spring so District oversight ensures compliance.

#### Lesson pacing schedule (K–8) and master schedule flexibility for sufficient numbers of intervention courses (EPC)

Each grade level has an intervention period built into the weekly grade level schedule.

#### Availability of standards-based instructional materials appropriate to all student groups (ESEA)

100% of students have access to standards-based instructional materials appropriate to their course and grade level as noted in the School Accountability Report Card (SARC) and as evidenced by "Standard Met" on the California School Dashboard - Local Indicators.

Use of SBE-adopted and standards-aligned instructional materials, including intervention materials, and for high school students, access to standards-aligned core courses (EPC)

All courses offered are aligned to the Common Core standards and frameworks. Intervention materials are also aligned to the skills needed to become grade-level proficient based on the Common Core standards.

## Opportunity and Equal Educational Access

Services provided by the regular program that enable underperforming students to meet standards (ESEA)

Underperforming students are given access to small group instruction in addition to their regular core instruction. They also have access to supplemental materials to support intervention needs.

Evidence-based educational practices to raise student achievement

Bay View will focus on Integrated ELD and designated ELD. All teachers will participate in PD with West Ed as well as release days for lesson planning and lesson study.

## Parental Engagement

Resources available from family, school, district, and community to assist under-achieving students (ESEA)

Bay View has a Bilingual School Community Coordinator who maintains outreach to Spanish speaking families and can support families with additional resources. We have access to a Social Worker and Social Work intern that can also be a resource for families. Bay View also has a full time Counselor and 2 PBIS techs. In addition any underachieving students have access to intervention in the school day after school.

Involvement of parents, community representatives, classroom teachers, other school personnel, and students in secondary schools, in the planning, implementation, and evaluation of ConApp programs (5 California Code of Regulations 3932)

NA

## Funding

Services provided by categorical funds that enable underperforming students to meet standards (ESEA)

Para-professional support in classrooms.  
RtI Coordinators in math and reading  
ASES after school support  
Professional development

Fiscal support (EPC)

Title I  
Title II  
ASES  
LCFF base  
LCFF supplemental  
ESSER 3  
ELOP After School

# Educational Partner Involvement

How, when, and with whom did the school consult as part of the planning process for this SPSA/Annual Review and Update?

## Involvement Process for the SPSA and Annual Review and Update

Throughout the year, input on stakeholder needs has been collected and analyzed. A District-wide survey of staff was conducted in February regarding technology needs, facility needs, and district operations. The results were examined by the district management team. Site principals shared findings with staff and determine areas of success and need in March. Culture and Climate Surveys were administered in February and reviewed with staff in the Spring. Staff would like to see more alignment across grade levels in all content areas. Staff is interested in exploring new ways to help students learn to self-regulate when experiencing difficult emotions. Overall, parents expressed interest in ensuring that both the academic needs and the social emotional needs of their children were met. Parents also expressed a desire to have the kids be part of a school community through social events (clubs, sports, events).

## Resource Inequities

Briefly identify and describe any resource inequities identified as a result of the required needs assessment, as applicable.

# School and Student Performance Data

## Student Enrollment Enrollment By Student Group

Student Enrollment by Subgroup						
Student Group	Percent of Enrollment			Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23
American Indian	%	%	0%			0
African American	1.5%	0.91%	1.19%	5	3	4
Asian	1.5%	0.91%	1.19%	5	3	4
Filipino	0.3%	0.30%	0.3%	1	1	1
Hispanic/Latino	49.4%	49.39%	47.02%	167	162	158
Pacific Islander	0.6%	0.61%	0.6%	2	2	2
White	40.5%	42.68%	43.75%	137	140	147
Multiple/No Response	6.2%	4.27%	4.76%	21	14	16
<b>Total Enrollment</b>				338	328	336

## Student Enrollment Enrollment By Grade Level

Student Enrollment by Grade Level			
Grade	Number of Students		
	20-21	21-22	22-23
Kindergarten	56	61	58
Grade 1	52	51	64
Grade 2	46	48	58
Grade 3	55	46	50
Grade 4	64	56	44
Grade 5	65	66	62
<b>Total Enrollment</b>	338	328	336

### Conclusions based on this data:

1. Percentages in sub-groups remain fairly constant even with declining enrollment.

# School and Student Performance Data

## Student Enrollment English Learner (EL) Enrollment

English Learner (EL) Enrollment						
Student Group	Number of Students			Percent of Students		
	20-21	21-22	22-23	20-21	21-22	22-23
English Learners	82	97	79	24.30%	29.6%	23.5%
Fluent English Proficient (FEP)	15	14	18	4.40%	4.3%	5.4%
Reclassified Fluent English Proficient (RFEP)	5			6.1%		

### Conclusions based on this data:

1. The number of English Language learners is declining.

# School and Student Performance Data

## CAASPP Results English Language Arts/Literacy (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3	52	48		0	45		0	45		0.0	93.8	
Grade 4	62	57		0	57		0	57		0.0	100.0	
Grade 5	67	68		0	66		0	66		0.0	97.1	
All Grades	181	173		0	168		0	168		0.0	97.1	

The "% of Enrolled Students Tested" showing in this table is not the same as "Participation Rate" for federal accountability purposes.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		2410.			24.44			11.11			24.44			40.00	
Grade 4		2459.			19.30			21.05			29.82			29.82	
Grade 5		2472.			13.64			27.27			19.70			39.39	
All Grades	N/A	N/A	N/A		18.45			20.83			24.40			36.31	

Reading Demonstrating understanding of literary and non-fictional texts										
Grade Level	% Above Standard			% At or Near Standard			% Below Standard			
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	
Grade 3		22.22			55.56			22.22		
Grade 4		21.05			57.89			21.05		
Grade 5		12.12			62.12			25.76		
All Grades		17.86			58.93			23.21		

Writing Producing clear and purposeful writing									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		17.78			40.00			42.22	
Grade 4		16.07			64.29			19.64	
Grade 5		12.31			52.31			35.38	
All Grades		15.06			53.01			31.93	



Listening Demonstrating effective communication skills									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		13.33			68.89			17.78	
Grade 4		7.02			80.70			12.28	
Grade 5		9.09			75.76			15.15	
All Grades		9.52			75.60			14.88	

Research/Inquiry Investigating, analyzing, and presenting information									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		20.00			51.11			28.89	
Grade 4		14.04			70.18			15.79	
Grade 5		9.09			62.12			28.79	
All Grades		13.69			61.90			24.40	

**Conclusions based on this data:**

1. ELA scores need to improve.
2. Writing and listening are notable focus areas for improvement.

# School and Student Performance Data

## CAASPP Results Mathematics (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3	52	48		0	45		0	45		0.0	93.8	
Grade 4	62	57		0	56		0	56		0.0	98.2	
Grade 5	67	68		0	66		0	66		0.0	97.1	
All Grades	181	173		0	167		0	167		0.0	96.5	

\* The “% of Enrolled Students Tested” showing in this table is not the same as “Participation Rate” for federal accountability purposes.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		2419.			20.00			15.56			31.11			33.33	
Grade 4		2461.			14.29			30.36			28.57			26.79	
Grade 5		2457.			12.12			10.61			25.76			51.52	
All Grades	N/A	N/A	N/A		14.97			18.56			28.14			38.32	

Concepts & Procedures Applying mathematical concepts and procedures										
Grade Level	% Above Standard			% At or Near Standard			% Below Standard			
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	
Grade 3					22.22			53.33		24.44
Grade 4					12.50			60.71		26.79
Grade 5					7.58			45.45		46.97
All Grades					13.17			52.69		34.13

Problem Solving & Modeling/Data Analysis Using appropriate tools and strategies to solve real world and mathematical problems										
Grade Level	% Above Standard			% At or Near Standard			% Below Standard			
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	
Grade 3					17.78			48.89		33.33
Grade 4					17.86			51.79		30.36
Grade 5					4.55			50.00		45.45
All Grades					12.57			50.30		37.13

Communicating Reasoning Demonstrating ability to support mathematical conclusions									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		22.22			55.56			22.22	
Grade 4		17.86			53.57			28.57	
Grade 5		13.64			45.45			40.91	
All Grades		17.37			50.90			31.74	

**Conclusions based on this data:**

1. Math scores need improvement.
2. Problem solving will be an area of focus.

# School and Student Performance Data

## ELPAC Results

ELPAC Summative Assessment Data Number of Students and Mean Scale Scores for All Students												
Grade Level	Overall			Oral Language			Written Language			Number of Students Tested		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
<b>K</b>	1413.5	1420.2		1414.5	1434.4		1411.2	1386.5		18	15	
<b>1</b>	1405.2	1411.4		1406.2	1425.7		1403.5	1396.6		13	20	
<b>2</b>	1465.5	1456.3		1469.1	1458.2		1461.6	1454.1		15	15	
<b>3</b>	1477.9	1474.4		1481.7	1479.1		1473.4	1469.0		16	13	
<b>4</b>	1498.2	1507.8		1503.5	1512.8		1492.5	1502.3		18	14	
<b>5</b>	1526.7	1518.0		1523.6	1522.6		1529.4	1512.7		16	14	
<b>All Grades</b>										96	91	

Overall Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
<b>K</b>	11.11	20.00		22.22	20.00		44.44	33.33		22.22	26.67		18	15	
<b>1</b>	0.00	15.00		7.69	10.00		30.77	30.00		61.54	45.00		13	20	
<b>2</b>	7.14	6.67		28.57	26.67		50.00	46.67		14.29	20.00		14	15	
<b>3</b>	6.67	0.00		33.33	38.46		40.00	38.46		20.00	23.08		15	13	
<b>4</b>	17.65	7.14		23.53	50.00		47.06	28.57		11.76	14.29		17	14	
<b>5</b>	25.00	21.43		43.75	35.71		25.00	35.71		6.25	7.14		16	14	
<b>All Grades</b>	11.83	12.09		26.88	28.57		39.78	35.16		21.51	24.18		93	91	

Oral Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
<b>K</b>	5.56	26.67		22.22	20.00		50.00	26.67		22.22	26.67		18	15	
<b>1</b>	0.00	20.00		15.38	25.00		38.46	25.00		46.15	30.00		13	20	
<b>2</b>	21.43	20.00		28.57	33.33		42.86	26.67		7.14	20.00		14	15	
<b>3</b>	6.67	7.69		73.33	46.15		6.67	38.46		13.33	7.69		15	13	
<b>4</b>	23.53	42.86		47.06	35.71		29.41	21.43		0.00	0.00		17	14	
<b>5</b>	43.75	42.86		43.75	42.86		6.25	7.14		6.25	7.14		16	14	
<b>All Grades</b>	17.20	26.37		38.71	32.97		29.03	24.18		15.05	16.48		93	91	

Written Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
<b>K</b>	11.11	6.67		22.22	20.00		33.33	40.00		33.33	33.33		18	15	
<b>1</b>	0.00	10.00		0.00	5.00		46.15	30.00		53.85	55.00		13	20	
<b>2</b>	7.14	6.67		14.29	20.00		50.00	40.00		28.57	33.33		14	15	
<b>3</b>	0.00	0.00		13.33	23.08		46.67	30.77		40.00	46.15		15	13	
<b>4</b>	11.76	0.00		5.88	35.71		58.82	35.71		23.53	28.57		17	14	
<b>5</b>	18.75	0.00		12.50	7.14		50.00	71.43		18.75	21.43		16	14	
<b>All Grades</b>	8.60	4.40		11.83	17.58		47.31	40.66		32.26	37.36		93	91	

Listening Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
<b>K</b>	5.88	26.67		82.35	46.67		11.76	26.67		17	15	
<b>1</b>	8.33	25.00		66.67	50.00		25.00	25.00		12	20	
<b>2</b>	7.14	6.67		85.71	86.67		7.14	6.67		14	15	
<b>3</b>	13.33	30.77		73.33	61.54		13.33	7.69		15	13	
<b>4</b>	41.18	42.86		47.06	50.00		11.76	7.14		17	14	
<b>5</b>	43.75	28.57		50.00	64.29		6.25	7.14		16	14	
<b>All Grades</b>	20.88	26.37		67.03	59.34		12.09	14.29		91	91	

Speaking Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
<b>K</b>	16.67	33.33		44.44	46.67		38.89	20.00		18	15	
<b>1</b>	0.00	15.00		30.77	45.00		69.23	40.00		13	20	
<b>2</b>	28.57	20.00		57.14	53.33		14.29	26.67		14	15	
<b>3</b>	33.33	15.38		60.00	69.23		6.67	15.38		15	13	
<b>4</b>	29.41	42.86		70.59	57.14		0.00	0.00		17	14	
<b>5</b>	56.25	57.14		31.25	21.43		12.50	21.43		16	14	
<b>All Grades</b>	27.96	29.67		49.46	48.35		22.58	21.98		93	91	

Reading Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
<b>K</b>	11.11	13.33		61.11	53.33		27.78	33.33		18	15	
<b>1</b>	0.00	15.00		33.33	10.00		66.67	75.00		12	20	
<b>2</b>	14.29	6.67		42.86	53.33		42.86	40.00		14	15	
<b>3</b>	0.00	0.00		40.00	38.46		60.00	61.54		15	13	
<b>4</b>	17.65	0.00		52.94	64.29		29.41	35.71		17	14	
<b>5</b>	18.75	7.14		50.00	64.29		31.25	28.57		16	14	
<b>All Grades</b>	10.87	7.69		47.83	45.05		41.30	47.25		92	91	

Writing Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
<b>K</b>	38.89	20.00		38.89	40.00		22.22	40.00		18	15	
<b>1</b>	0.00	5.00		46.15	45.00		53.85	50.00		13	20	
<b>2</b>	7.14	6.67		64.29	66.67		28.57	26.67		14	15	
<b>3</b>	0.00	0.00		66.67	92.31		33.33	7.69		15	13	
<b>4</b>	5.88	7.14		58.82	71.43		35.29	21.43		17	14	
<b>5</b>	6.25	0.00		81.25	85.71		12.50	14.29		16	14	
<b>All Grades</b>	10.75	6.59		59.14	64.84		30.11	28.57		93	91	

**Conclusions based on this data:**

1. Written language is the highest area of need on ELPAC scores.

# School and Student Performance Data

## Student Population

For the past two years, many state and federal accountability requirements were waived or adjusted due to the impact of the COVID-19 pandemic on LEAs, schools, and students. Beginning with the 2021-22 school year, the requirements to hold schools and districts accountable for student outcomes has returned with the release of the 2022 California School Dashboard (Dashboard). The Every Student Succeeds Act is requiring all states to determine schools eligible for support. Similarly, under state law, Assembly Bill (AB) 130, which was signed into law in 2021, mandates the return of the Dashboard using only current year performance data to determine LEAs for support. Therefore, to meet this state requirement, only the 2021-22 school year data will be reported on the 2022 Dashboard for state indicators. (Data for Change [or the difference from prior year] and performance colors will not be reported.)

This section provides information about the school's student population.

2021-22 Student Population			
Total Enrollment	Socioeconomically Disadvantaged	English Learners	Foster Youth
<b>328</b>	<b>52.4</b>	<b>29.6</b>	<b>0.3</b>
Total Number of Students enrolled in Bay View Elementary School.	Students who are eligible for free or reduced priced meals; or have parents/guardians who did not receive a high school diploma.	Students who are learning to communicate effectively in English, typically requiring instruction in both the English Language and in their academic courses.	Students whose well being is the responsibility of a court.

2021-22 Enrollment for All Students/Student Group		
Student Group	Total	Percentage
English Learners	97	29.6
Foster Youth	1	0.3
Homeless	5	1.5
Socioeconomically Disadvantaged	172	52.4
Students with Disabilities	51	15.5

Enrollment by Race/Ethnicity		
Student Group	Total	Percentage
African American	3	0.9
American Indian		
Asian	3	0.9
Filipino	1	0.3
Hispanic	162	49.4
Two or More Races	14	4.3
Pacific Islander	2	0.6
White	140	42.7

**Conclusions based on this data:**

1. Our largest sub-group is our socio-economically disadvantaged students which represent 52.4% of our student population. It is critical that we continue to offer supports, such as our food and nutrition, our breakfast and lunch program, and Dientes dental screening program at our school to support students.
2. Our second largest sub group at 29.6% is our English Language Learner group. Designated and integrated English Language Development (ELD) instruction are key supports in place to serve these students.



# School and Student Performance Data

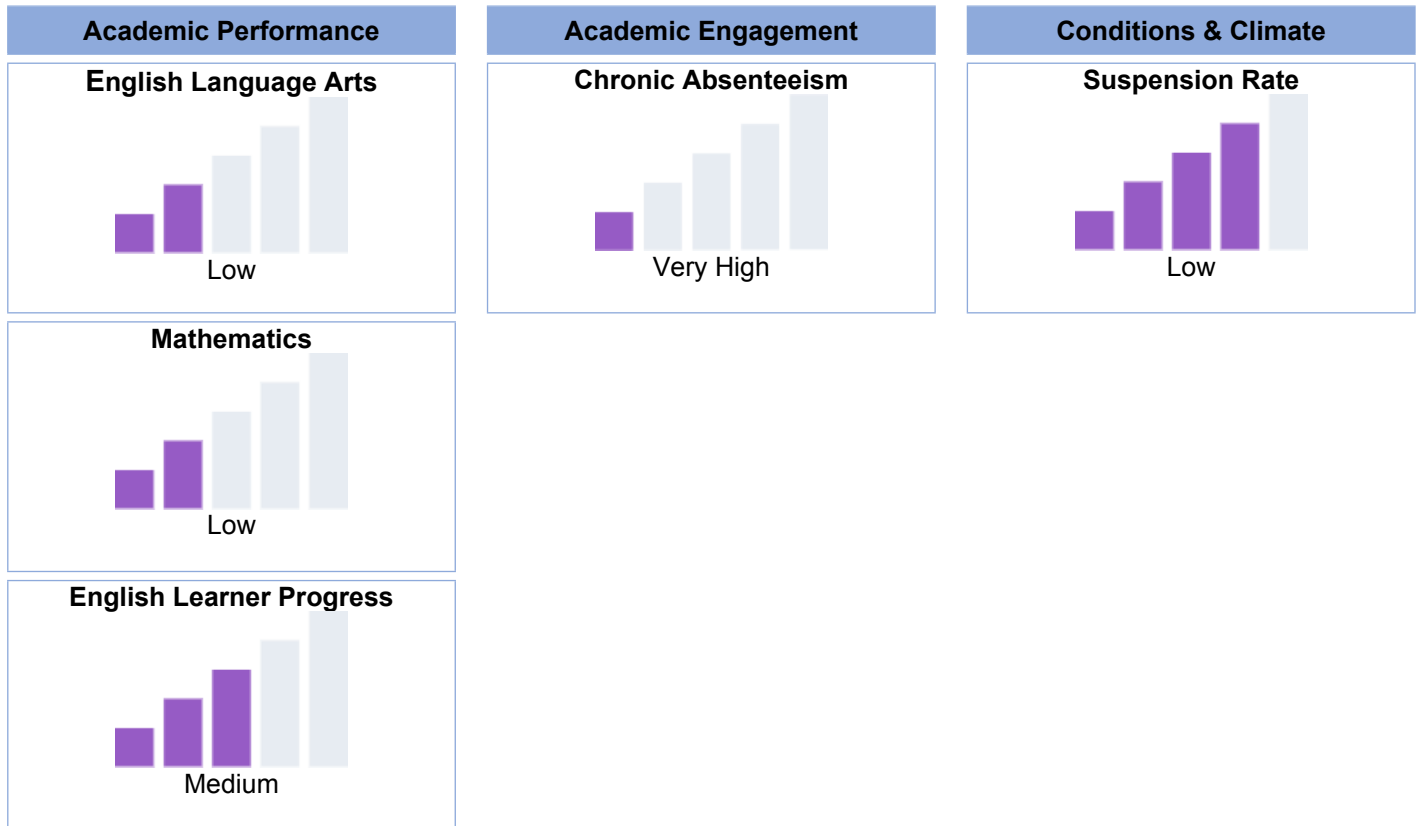
## Overall Performance

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



### 2022 Fall Dashboard Overall Performance for All Students



#### Conclusions based on this data:

1. Math and ELA are focus areas for next year.
2. Chronic absenteeism is another area of need.

# School and Student Performance Data

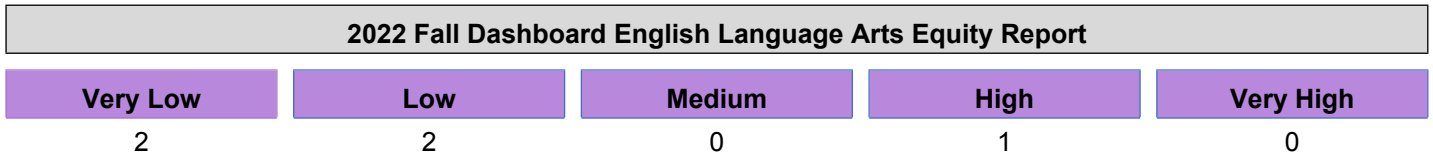
## Academic Performance English Language Arts

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

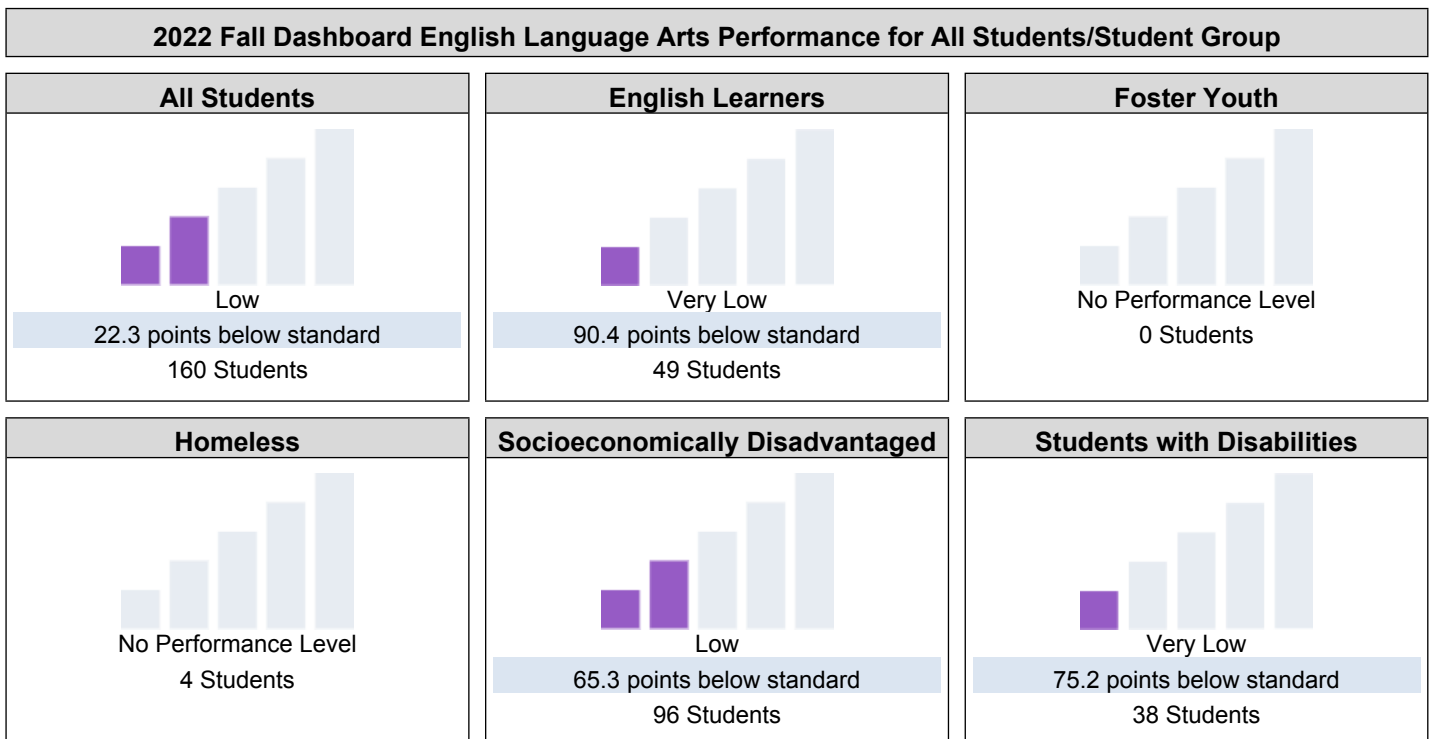
Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



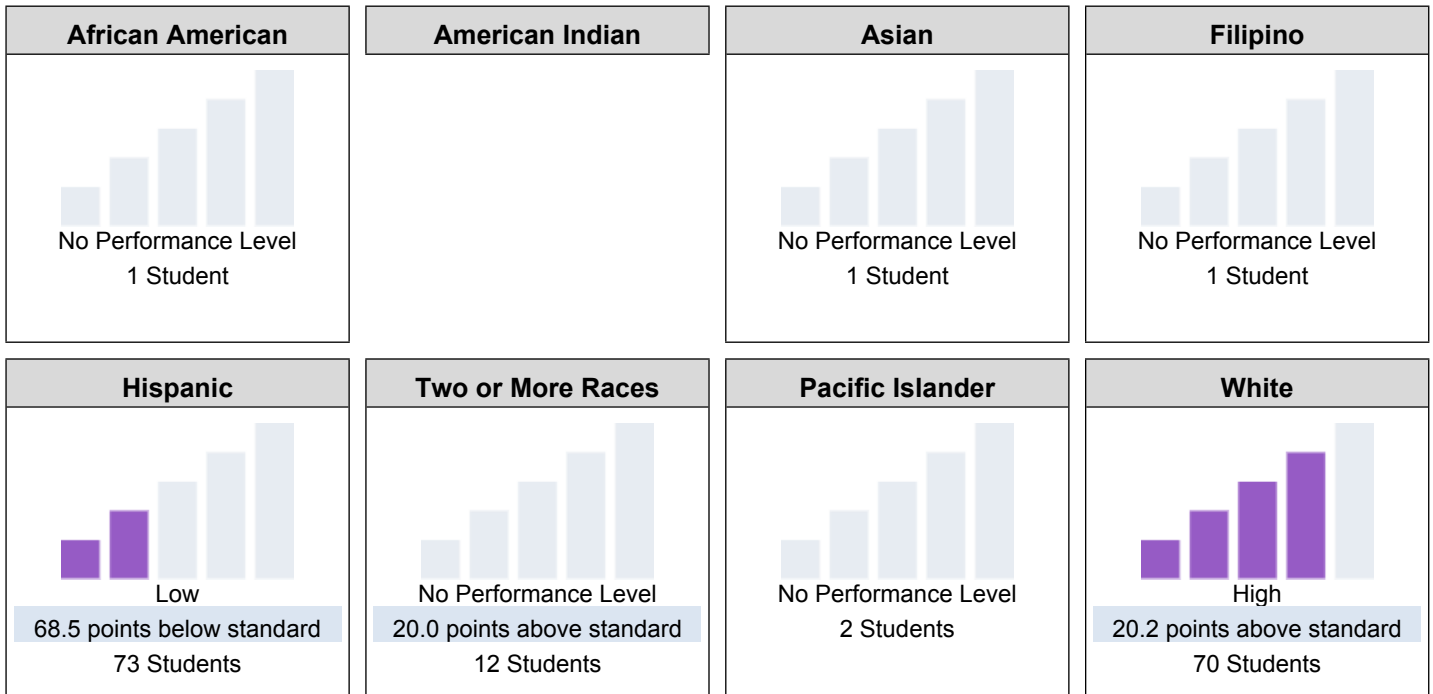
This section provides number of student groups in each level.



This section provides a view of how well students are meeting grade-level standards on the English Language Arts assessment. This measure is based on student performance on either the Smarter Balanced Summative Assessment or the California Alternate Assessment, which is taken annually by students in grades 3–8 and grade 11.



**2022 Fall Dashboard English Language Arts Performance by Race/Ethnicity**



This section provides additional information on distance from standard for current English learners, prior or Reclassified English learners, and English Only students in English Language Arts.

**2022 Fall Dashboard English Language Arts Data Comparisons for English Learners**

Current English Learner	Reclassified English Learners	English Only
<p>107.1 points below standard 40 Students</p>	<p>9 Students</p>	<p>8.6 points above standard 108 Students</p>

**Conclusions based on this data:**

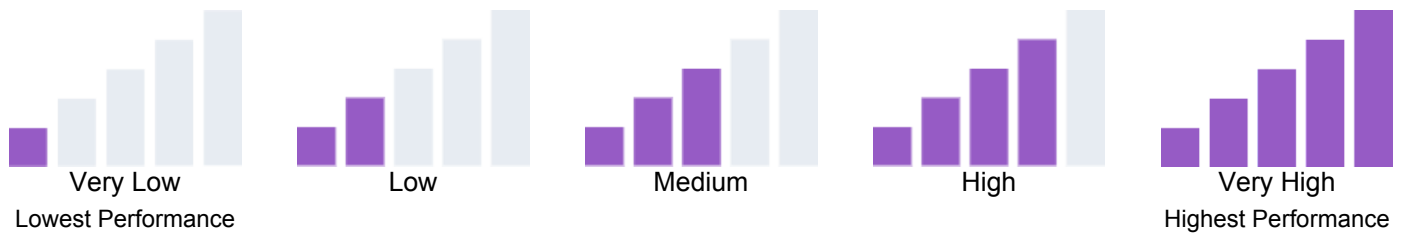
- All student groups perform substantially lower than white students on the ELA assessment.

# School and Student Performance Data

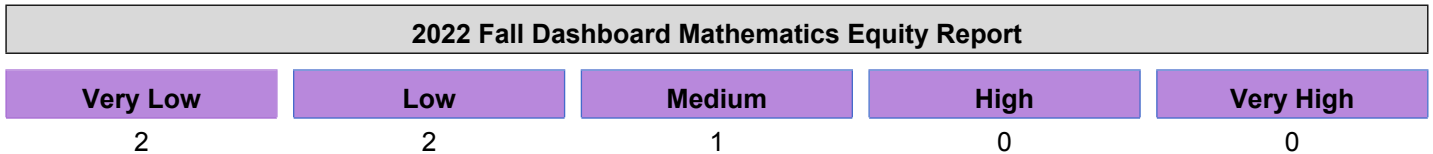
## Academic Performance Mathematics

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

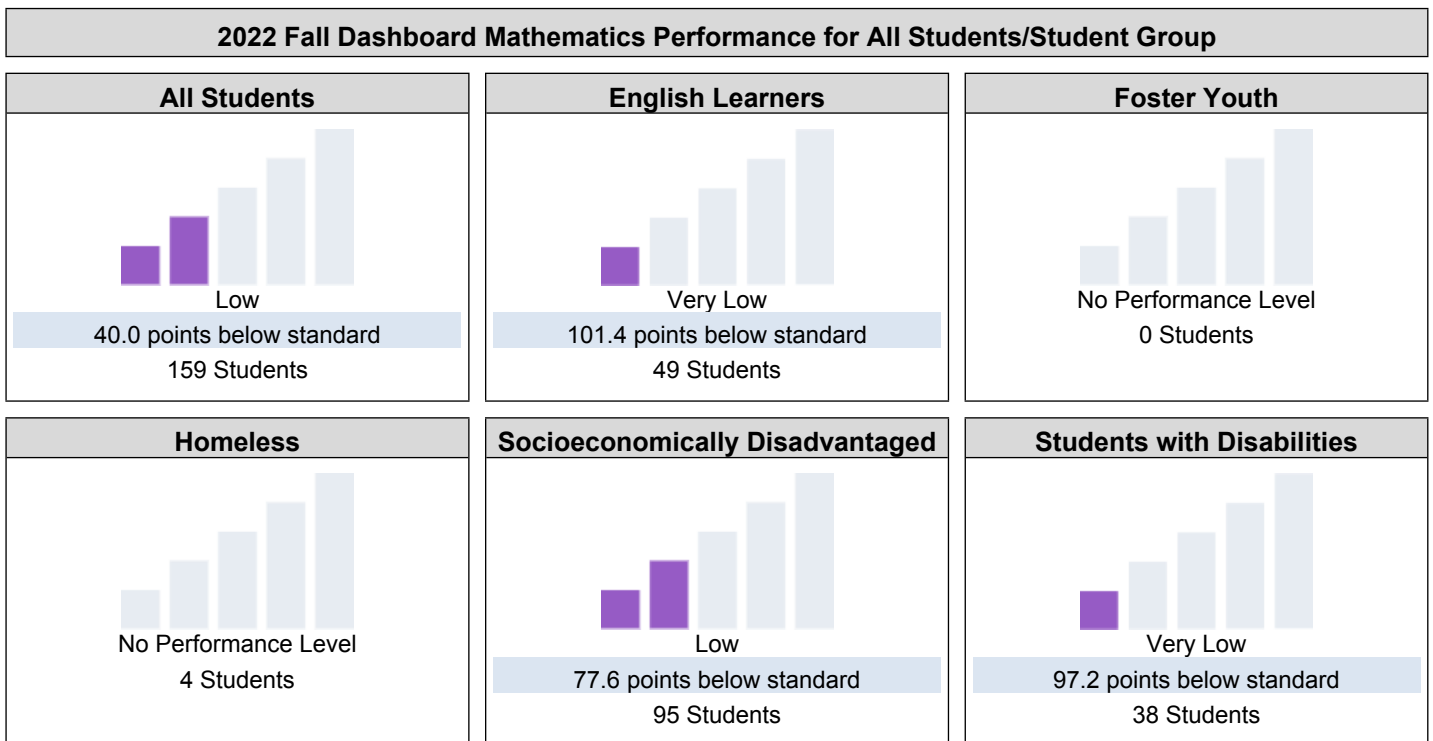
Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



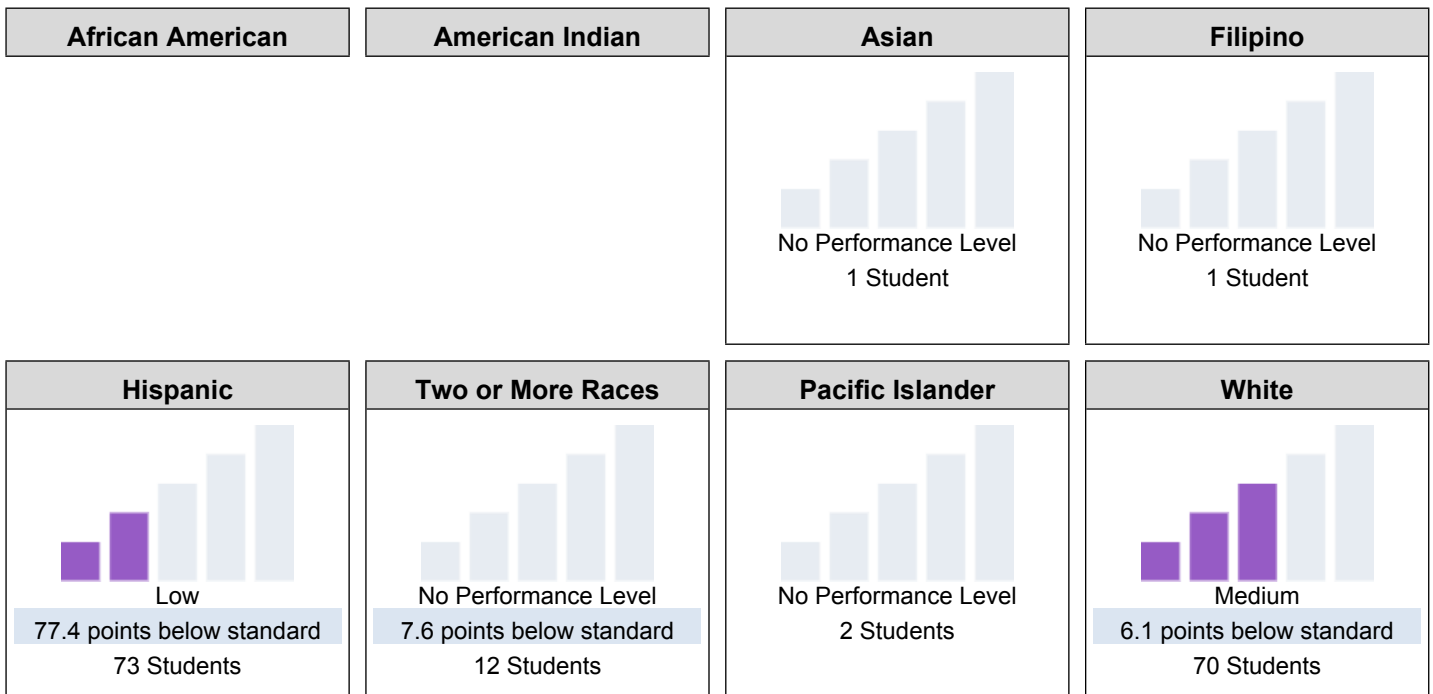
This section provides number of student groups in each level.



This section provides a view of how well students are meeting grade-level standards on the Mathematics assessment. This measure is based on student performance either on the Smarter Balanced Summative Assessment or the California Alternate Assessment, which is taken annually by students in grades 3–8 and grade 11.



### 2022 Fall Dashboard Mathematics Performance by Race/Ethnicity



This section provides additional information on distance from standard for current English learners, prior or Reclassified English learners, and English Only students in mathematics

### 2022 Fall Dashboard Mathematics Data Comparisons for English Learners

Current English Learner	Reclassified English Learners	English Only
<p>106.7 points below standard 40 Students</p>	<p>9 Students</p>	<p>12.1 points below standard 107 Students</p>

**Conclusions based on this data:**

1. Math performance needs to be addressed in all areas.

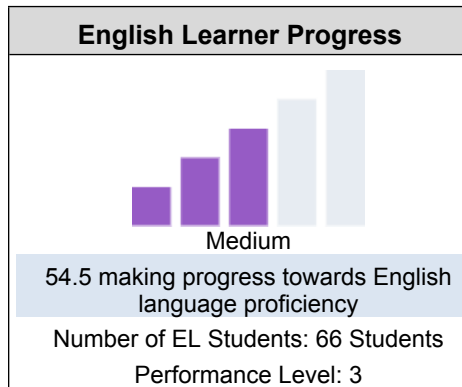
# School and Student Performance Data

## Academic Performance English Learner Progress

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

This section provides information on the percentage of current EL students making progress towards English language proficiency or maintaining the highest level.

### 2022 Fall Dashboard English Learner Progress Indicator



This section provides a view of the percentage of current EL students who progressed at least one ELPI level, maintained ELPI level 4, maintained lower ELPI levels (i.e, levels 1, 2L, 2H, 3L, or 3H), or decreased at least one ELPI Level.

### 2022 Fall Dashboard Student English Language Acquisition Results

Decreased One ELPI Level	Maintained ELPI Level 1, 2L, 2H, 3L, or 3H	Maintained ELPI Level 4	Progressed At Least One ELPI Level
16.7%	28.8%	0.0%	54.5%

#### Conclusions based on this data:

- 54% of students made at least one year's growth on ELPAC. This is an increase from past years.

# School and Student Performance Data

## Academic Performance College/Career Report

College/Career data provides information on whether high school students are prepared for success after graduation based on measures like graduation rate, performance on state tests, and college credit courses. College/Career data was not reported in 2022.

### Conclusions based on this data:

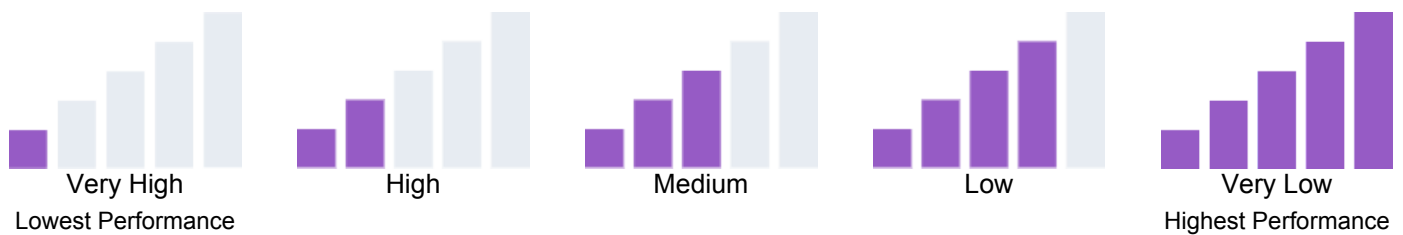
- 1.

# School and Student Performance Data

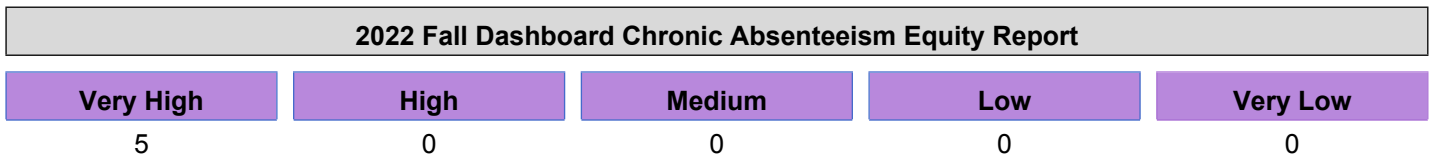
## Academic Engagement Chronic Absenteeism

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

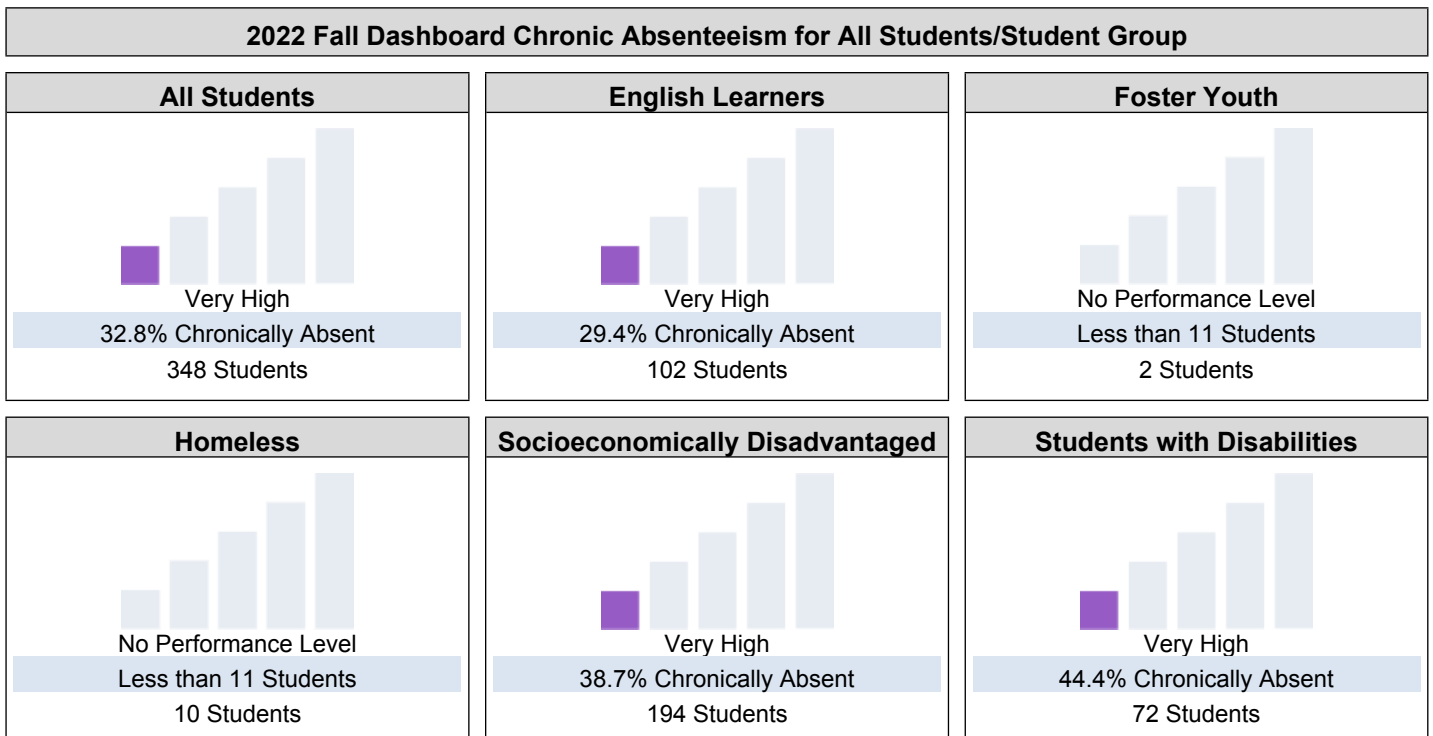
Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



This section provides number of student groups in each level.

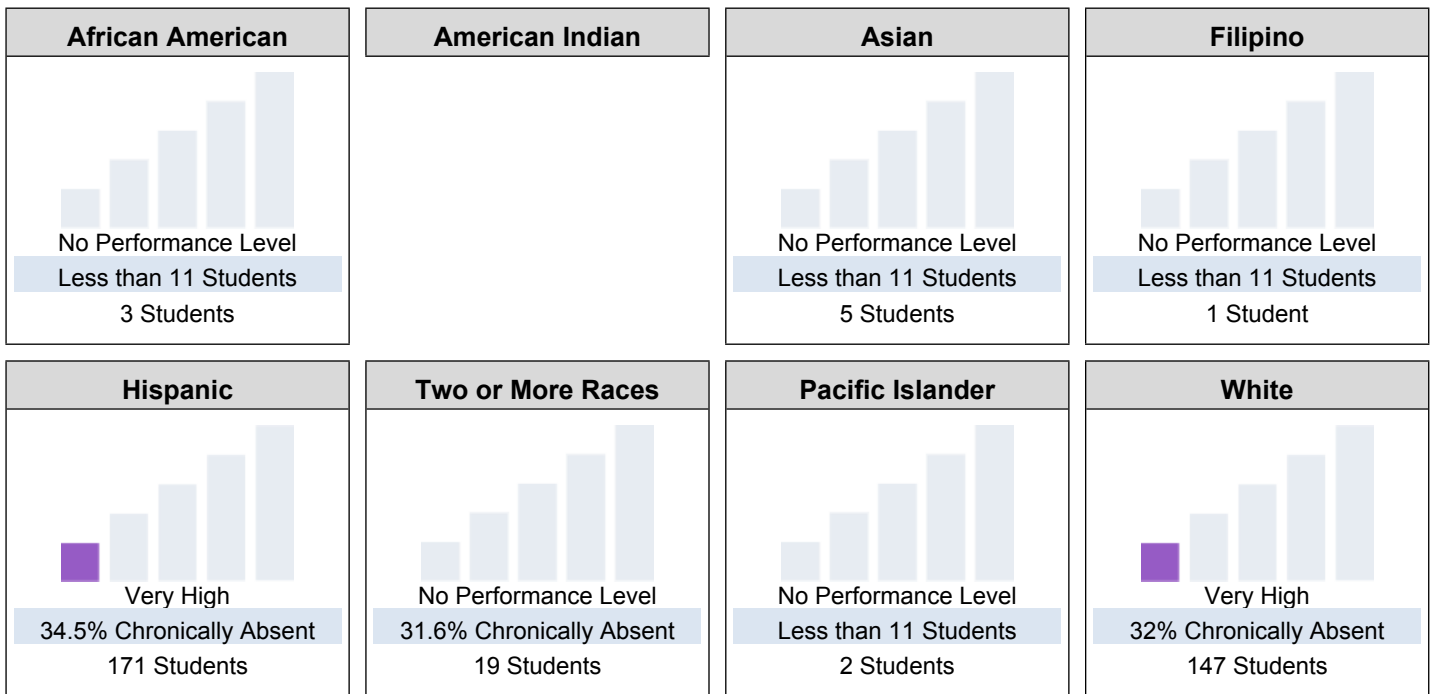


This section provides information about the percentage of students in kindergarten through grade 8 who are absent 10 percent or more of the instructional days they were enrolled.





**2022 Fall Dashboard Chronic Absenteeism by Race/Ethnicity**



**Conclusions based on this data:**

1. Our overall absenteeism rate is very high which suggests more school-wide emphasis on attendance improvement is needed.

# School and Student Performance Data

## Academic Engagement Graduation Rate

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

Very Low                      Low                      Medium                      High                      Very High  
Lowest Performance                      Highest Performance

This section provides number of student groups in each level.

2022 Fall Dashboard Graduation Rate Equity Report				
Very Low	Low	Medium	High	Very High

This section provides information about students completing high school, which includes students who receive a standard high school diploma.

2022 Fall Dashboard Graduation Rate for All Students/Student Group		
All Students	English Learners	Foster Youth
Homeless	Socioeconomically Disadvantaged	Students with Disabilities

2022 Fall Dashboard Graduation Rate by Race/Ethnicity			
African American	American Indian	Asian	Filipino
Hispanic	Two or More Races	Pacific Islander	White

Conclusions based on this data:

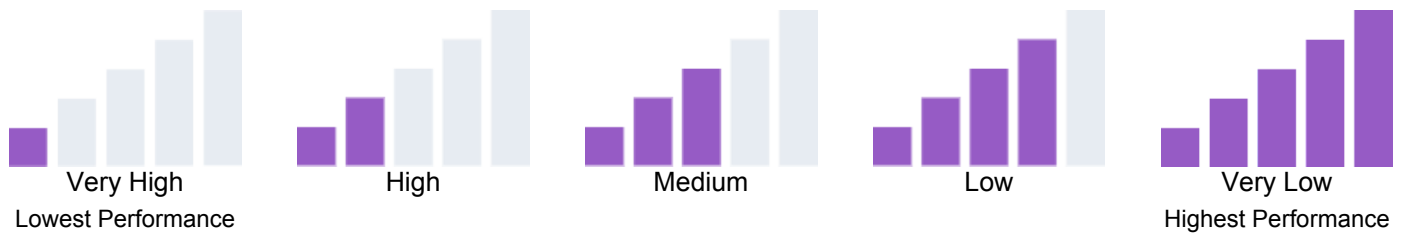
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# School and Student Performance Data

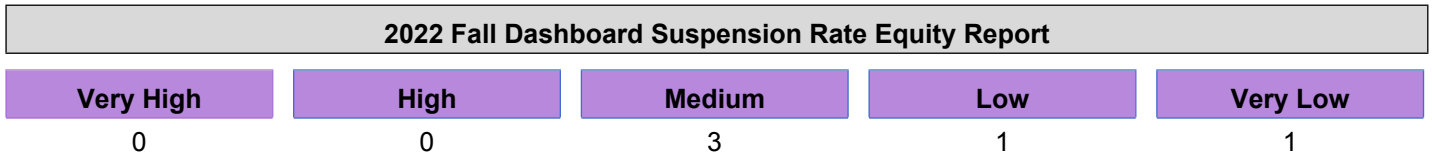
## Conditions & Climate Suspension Rate

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

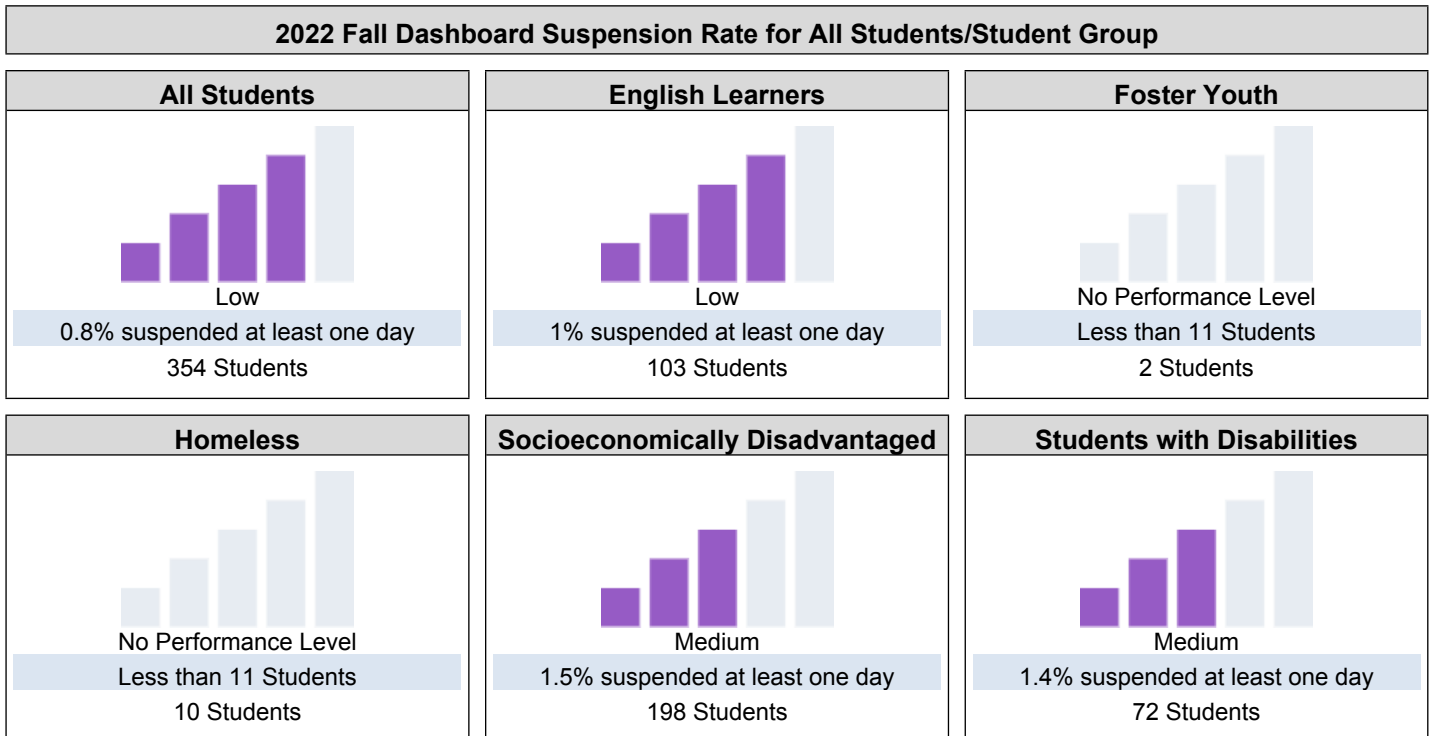
Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



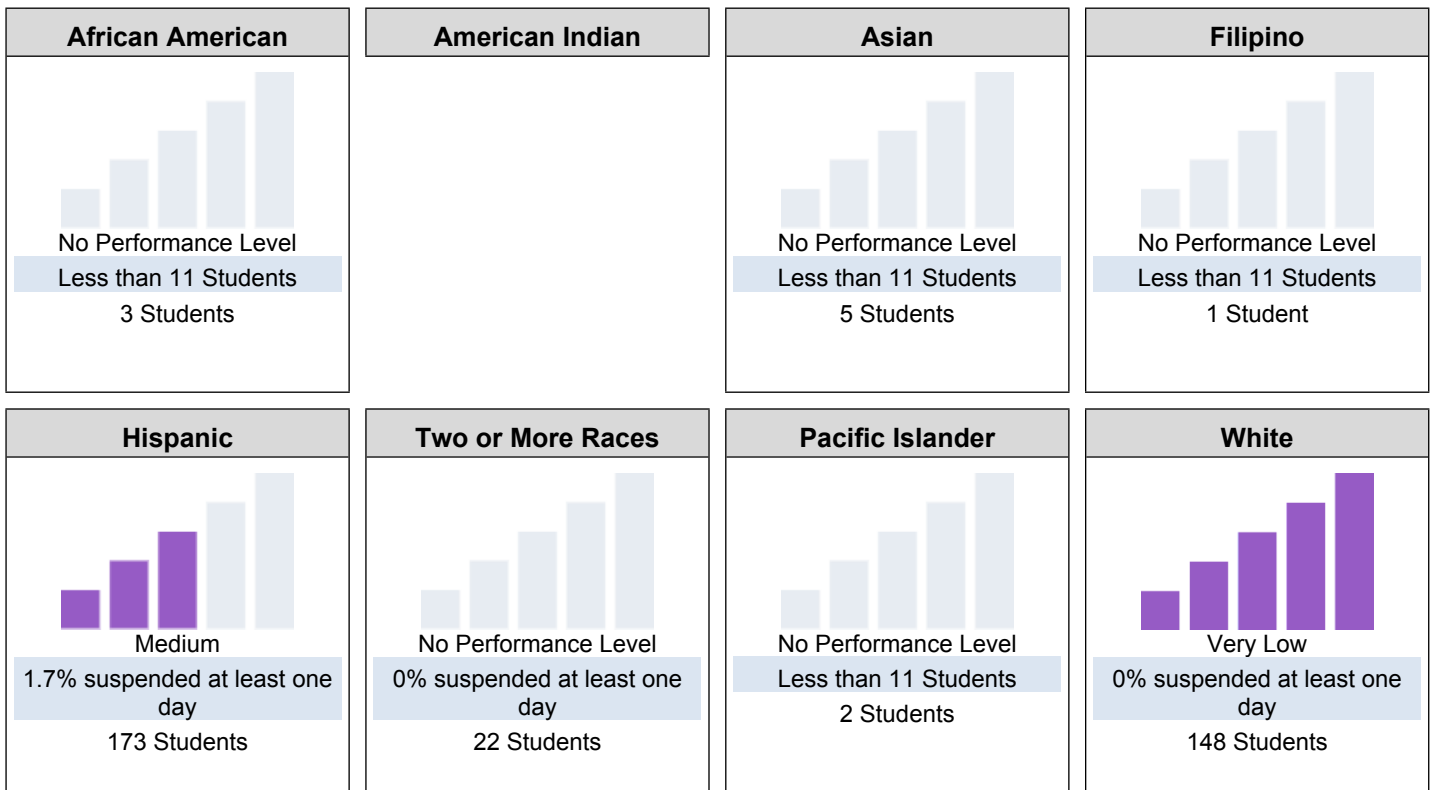
This section provides number of student groups in each level.



This section provides information about the percentage of students in kindergarten through grade 12 who have been suspended at least once in a given school year. Students who are suspended multiple times are only counted once.



**2022 Fall Dashboard Suspension Rate by Race/Ethnicity**



**Conclusions based on this data:**

- Overall suspension rates are low. Bay View houses the SDC program for Emotionally Disturbed students, so there will likely be suspensions each year.

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## LEA/LCAP Goal

Goal #1: All SCCS students will be prepared to successfully access post-secondary college and career opportunities.  
 Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

## Goal 1

All students will make academic literacy growth as measured by the CAASPP ELA assessment.

## Identified Need

There is an achievement gap between white student group and other student groups.

## Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
English Language Arts CAASPP Data: All Students	18.2 below standard	"All Students" will improve a minimum of 3 points on the 2023 ELA CAASPP.
English Language Arts CAASPP Data: English Learners	91 points below standard	English Learners will improve a minimum of 3 points on the 2023 ELA CAASPP.
English Language Arts CAASPP Data: Students with Disabilities	108.6 points below standard	Students with Disabilities will improve a minimum of 3 points on the 2023 ELA CAASPP.
English Language Arts CAASPP Data: Hispanic	71.8 points below standard	Hispanic students will improve a minimum of 3 points on the 2023 ELA CAASPP.
English Language Arts CAASPP Data: Socioeconomically Disadvantaged	72.8 points below standard	Socioeconomically Disadvantaged students will improve a minimum of 3 points on the 2023 ELA CAASPP.
English Language Arts CAASPP Data: White	12.8 points above standard	Students identifying with two or more races will improve a minimum of 3 points on the 2023 ELA CAASPP.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All student groups will be supported by this strategy/activity with particular emphasis on Title 1 and ELL students

### Strategy/Activity

Refining our progress monitoring system using two summative assessments that will be used to monitor our growth in English Language Arts: Fountas and Pinnell Benchmark Assessments System (F&P) and iReady Reading. Teachers will have three opportunities to come together with their grade level colleagues and literacy support staff in Student Learning Team (SLT) meetings to analyze summative assessment data and create literacy-based Action Plans.

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

7,500	LCFF - Base 1000-1999: Certificated Personnel Salaries Sub costs for SLTs
5,000	LCFF - Supplemental 4000-4999: Books And Supplies Assessment tools such as assessment kits, software license, or ipads, chrome books, laptops, supplemental assessments
5,000	Title IV Part A: Student Support and Academic Enrichment 5800: Professional/Consulting Services And Operating Expenditures F&P training

## Strategy/Activity 2

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All student groups will be supported by this strategy/activity with particular emphasis on Title 1 and ELL students

### Strategy/Activity

Teachers will use Next Generation Science Standards (NGSS) instruction to support academic literacy development. Teachers will identify common summative and formative NGSS assessments to be used in cycles of inquiry to monitor language and content area growth. Teachers will utilize assessments provided in district adopted content curriculum (Benchmark Workshop and FOSS) and supplement with additional resources when appropriate.

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

3,000	Lottery: Instructional Materials 4000-4999: Books And Supplies replacement FOSS kits and other science materials
2,500	None Specified 5800: Professional/Consulting Services And Operating Expenditures Work with Lawrence Hall of Sciences to have science assemblies/ shows

### Strategy/Activity 3

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Striving readers, including English Language Learners, Latino Students, Socio-economically Disadvantaged students

#### Strategy/Activity

Teachers will participate in lesson study and observation with a focus on best practices in ELA instruction.

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

12,000	Title II Part A: Improving Teacher Quality 1000-1999: Certificated Personnel Salaries Substitute teacher release time
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### Strategy/Activity 4

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students will benefit from this action with particular emphasis on Title 1 and ELL students

#### Strategy/Activity

Continue to develop a Pyramid of Intervention that supports literacy. Rtl coordinator will work with para-educators, Classroom teachers, Special Education Staff, and After school staff to support students in need of extra assistance in ELA. In the coming years Rtl will offer phonics intervention as part of literacy intervention.

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

4,000	Title I Part A: Allocation 2000-2999: Classified Personnel Salaries Extra hourly for paras to participate in planning beyond their work day
115,022	LCFF - Supplemental 1000-1999: Certificated Personnel Salaries ELA Rtl coordinator

## Strategy/Activity 5

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

ELL, low income, homeless, foster youth, special education, striving learners

### Strategy/Activity

Use ASES staff and after school time to support the learning needs of students, through tutoring and enrichment activities.

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

5,000	After School and Education Safety (ASES) 4000-4999: Books And Supplies materials to support student learning
10,973	After School and Education Safety (ASES) 5800: Professional/Consulting Services And Operating Expenditures Enrichment classes & tutoring support
2500	After School and Education Safety (ASES) 5000-5999: Services And Other Operating Expenditures transportation for enrichment activities
200	LCFF 5800: Professional/Consulting Services And Operating Expenditures PD for after school staff
2500	LCFF 1000-1999: Certificated Personnel Salaries Afterschool ASES support

## Strategy/Activity 6

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)



All students

Strategy/Activity

Support teachers and Library Media Teachers in diversifying libraries to better reflect the make up of our student body

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

5,000

LCFF - Supplemental  
4000-4999: Books And Supplies  
Books for library and classroom library

**Strategy/Activity 7**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All students

Strategy/Activity

Support kinder and TK classes with using manipulatives to support phonemic awareness, blending, and other literacy activities. Purchase handwriting without tears for all classrooms.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

2000

LCFF - Base  
4000-4999: Books And Supplies  
manipulatives for classrooms

10000

Lottery: Instructional Materials  
4000-4999: Books And Supplies  
Handwriting Without Tears curriculum

**Strategy/Activity 8**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All students TK-3

Strategy/Activity

Learning without Tears for all TK-3 grade students for letter and number formation.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

6,0000

Lottery: Instructional Materials

### **Strategy/Activity 9**

#### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All students in combo classes

Strategy/Activity

Extra support for reading workshop

#### **Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

10,000

LCFF - Supplemental

### **Strategy/Activity 10**

#### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Provide job alike professional development so they can better support students.

#### **Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

4,000

LCFF - Supplemental

### **Strategy/Activity 11**

#### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

SPED students

Strategy/Activity

Provide professional development to SPED teachers so they can better support SPED students.

#### **Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

1,500

Title II Part A: Improving Teacher Quality

## Annual Review

### SPSA Year Reviewed: 2022-23

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

### ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

The effectiveness of the work we did in 22/23 will not be known until CAASPP scores will be released in 9/23. iReady reading assessments indicate that there was substantial growth for all students this year, but it is unclear if the growth will be enough to meet CAASPP goals for this plan.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

Expenditures and implementation were as expected.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

Strategy number 3 was added to support teachers in implementing best practices for literacy in their classroom. These strategies should support student growth on CAASPP.

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## LEA/LCAP Goal

Goal #1: All SCCS students will be prepared to successfully access post-secondary college and career opportunities.  
 Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

## Goal 2

All students will make mathematics growth as measured by CAASPP

## Identified Need

Students are underperforming in math.

## Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Mathematics CAASPP Data: All Students	13.5 points below standard	"All Students" will improve a minimum of 3 points on the 2023 Math CAASPP.
Mathematics CAASPP Data: English Learners	68.9 points below standard	English Learners will improve a minimum of 3 points on the 2023 Math CAASPP.
Mathematics CAASPP Data: Students with Disabilities	31 points below standard	Students with Disabilities will improve a minimum of 3 points on the 2023 Math CAASPP.
Mathematics CAASPP Data: Socioeconomically Disadvantaged	53.9 points below standard	Socioeconomically Disadvantaged students will improve a minimum of 3 points on the 2023 Math CAASPP.
Mathematics CAASPP Data: Hispanic	47.2 points below standard	Hispanic will improve a minimum of 3 points on the 2023 Math CAASPP.
Mathematics CAASPP Data: White	11.2 points above standard	White students will improve a minimum of 3 points on the 2023 Math CAASPP.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students will benefit from this strategy/action with particular emphasis on Title 1 and ELL students

#### Strategy/Activity

Use iReady math diagnostic to monitor student growth, provide data for teachers to analyze to support instruction, create small groups, and target instruction to student need.

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

7500

CARES Act  
4000-4999: Books And Supplies  
iReady Math Diagnostic software

#### Strategy/Activity 2

##### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Striving learners, including English Language Learners, Latino Students, Socio-economically Disadvantaged students

#### Strategy/Activity

Use the services of the Math Rtl coordinator to develop a comprehensive math intervention program to support students that are below grade level. Students will have access to myPath, a component of iReady math, to support specific learning targets for students below grade level with teacher taught lessons and software to improve learning.

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

102,623

CARES Act  
1000-1999: Certificated Personnel Salaries  
Math Rtl coordinator

12,000

CARES Act  
4000-4999: Books And Supplies  
iReady myPathways math intervention curriculum

#### Strategy/Activity 3

##### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

### Strategy/Activity

Transition from whole group math instruction to a math workshop model. Lesson study, classroom observations on site or at other schools.

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

2,500	Title II Part A: Improving Teacher Quality 5800: Professional/Consulting Services And Operating Expenditures Professional development for all teachers in math workshop model
5,000	LCFF - Supplemental 4000-4999: Books And Supplies supplies for math workshop, books
3,000	Title II Part A: Improving Teacher Quality 1000-1999: Certificated Personnel Salaries Subs or extra hourly for teachers
2,000	LCFF - Supplemental 2000-2999: Classified Personnel Salaries Assist extra prep & assessment time for Rti Math Classified hourly

### Strategy/Activity 4

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Special Education students

### Strategy/Activity

Collaborate with general education and Special Education teachers to support students with IEPs to ensure they are meeting growth targets in mathematics.

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

4000	LCFF - Base 1000-1999: Certificated Personnel Salaries Sub time for collaboration between grade level and SPED teachers
------	---

### Strategy/Activity 5

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

ELL, low income, homeless, foster youth, special education, striving learners

#### Strategy/Activity

Plan and deliver a Family Math Night to help parents to learn how to support their students at home, as well as games they can play as a family that support math growth.

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

2000

Title I  
4000-4999: Books And Supplies  
Supplies for family math night

1000

Donations  
4000-4999: Books And Supplies  
Food for family math nights

#### Strategy/Activity 6

##### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

all students

#### Strategy/Activity

STEAM teacher will use science, engineering and art to teach math concepts and vocabulary

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

44,000

Title I Part A: Allocation  
1000-1999: Certificated Personnel Salaries

## Annual Review

### SPSA Year Reviewed: 2022-23

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

## ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

Implementation of goals started, some classes are already doing workshop. All classes have Tier 2 support from Rti in math.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

All expenditures occurred as planned.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

The focus for 23-24 will need to be acceleration of learning in math. Goals include implementing a robust RtI program for math to support student learning. Some teachers are implementing math workshop in some grades and all grades are getting push in RtI math support 4x/ week. Math will also be a place for professional growth and conversations in PLC, SLT and PD work this year. We also plan to do some lesson study in math with an ELD focus in 22-23



# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## LEA/LCAP Goal

Goal #1: All SCCS students will be prepared to successfully access post-secondary college and career opportunities.  
 Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

## Goal 3

All English Learners will be academically successful as measured by ELA CAASPP, Mathematics CAASPP, Chronic Absenteeism and Suspension Dashboard Indicators

## Identified Need

EL students are not progressing at the same rate as EO students and need focused attention to support their growth.

## Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
English Language Arts CAASPP Data: English Learners	91 points below standard	English Learners will improve a minimum of 3 points on the 2023 ELA CAASPP.
Mathematics CAASPP Data: English Learners	97.9 points below standard	English Learners will improve a minimum of 3 points on the 2023 Math CAASPP.
Chronic Absenteeism: The percentage of English Learners chronically absent, meaning students that have been absent more than 10% of the school year.	15.5% chronically absent	We will decrease the percentage of chronically absent English Learners by at least .5%.
Suspension Rate: The percentage of English Learners being suspended during the school year.	1% suspended at least once	We will maintain at 0-1%

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

English Language Learners

Strategy/Activity

Staff will use the ELD Roadmap to evaluate current practices for English Language Learners at Bay View, and develop action plans for how to improve learning for EL students.

### **Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

500

LCFF  
4000-4999: Books And Supplies  
Copies of the EL roadmap for all staff

5000

Title I  
4000-4999: Books And Supplies  
ELD books and materials

### **Strategy/Activity 2**

#### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

English Language Learners

#### Strategy/Activity

Administer the ELPAC practice test to all EL students, and analyze the errors to better understand what specific skills are holding students back from passing. Teachers will work as grade levels to determine time to administer the practice tests and analyze the results.

### **Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

### **Strategy/Activity 3**

#### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

English Language Learners and Redesigned English Language Learners

#### Strategy/Activity

Review the walkthrough template with the SCIL team that highlights best practices for integrated ELD in the classroom, and then use the data from those walkthroughs with all staff to determine professional development needs and help teachers to better understand integrate ELD in their classrooms.

### **Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

#### **Strategy/Activity 4**

##### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

English Language Learners and Redesigned English Language Learners

##### Strategy/Activity

Three times this year teachers will be released to participate in LRT meetings to monitor English Learner progress, determine instructional needs for those students, and plan for how to support those students in the classroom.

##### **Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

10,000

LCFF - Base  
1000-1999: Certificated Personnel Salaries  
Substitutes

#### **Strategy/Activity 5**

##### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

English Language Learners and Redesigned English Language Learners

##### Strategy/Activity

Increase outreach, education and engagement and offer more opportunities for EL parents to participate in the school community.

##### **Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

5,000

Donations  
0000: Unrestricted  
Food, supplies for ELAC/ PTO meetings.  
Supplies for parent education nights.

#### **Strategy/Activity 6**

##### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All Students

##### Strategy/Activity

Offering SSL and ELL classes for all parents & parents after school to help with school connectedness and social friendships.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

2000

LCFF - Supplemental

**Strategy/Activity 7**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

EL students

**Strategy/Activity**

West ED PD on Designated and Integrated ELD 5 times with teacher release days for cohesive lesson planning and lesson study.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

10,0000

LCFF - Supplemental

**Annual Review**

**SPSA Year Reviewed: 2022-23**

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

**ANALYSIS**

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

LRT meetings were successful in determining specific learning objectives for EL students.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

All expenditures were as planned.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

We will continue to focus on using designated and integrated ELD strategies to support our English Language Learners. Staff will use SLT, PLC and PD time to identify and target specific goals for EL students based on 2023 Spring or 2023 Initial ELPAC scores and i ready diagnostic scores.

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## LEA/LCAP Goal

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

## Goal 4

All students will feel connected to their school as measured by attendance data and school suspension data

## Identified Need

By helping kids feel more connected to school we hope to reduce suspensions and chronic absenteeism.

## Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Chronic Absenteeism: Percent of "All Students" absent more than 10% of the school year	17.4% chronically absent	We will decrease the percentage of chronically absent "All Students" by .5% or more.
Chronic Absenteeism: Percent of Students with Disabilities absent more than 10% of the school year	24.4% chronically absent	We will decrease the percentage of chronically absent Students with Disabilities by .5% or more.
Chronic Absenteeism: Percent of Socioeconomically Disadvantaged students absent more than 10% of the school year	20% chronically absent	We will decrease the percentage of chronically absent Socioeconomically Disadvantaged students by .5% or more.
Chronic Absenteeism: Percent of English Learners absent more than 10% of the school year	15.5% chronically absent	We will decrease the percentage of chronically absent English Learners by .5% or more.
Chronic Absenteeism: Percent of Hispanic students absent more than 10% of the school year	17.9% chronically absent	We will decrease the percentage of chronically absent Hispanic students by .5% or more.
Suspension: Percent of "All Students" suspended once during the school year	1.7% of all students were suspended once	We will decrease the percentage of suspensions for all students by .5%

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

### Strategy/Activity 1

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Habitually truant students (with particular focus on special education, Latino, ELL, and socio-economically disadvantaged students) and students at-risk of suspension

#### Strategy/Activity

Continue implementation of PBIS school wide to support positive school behavior school connectedness and reduce suspensions.

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

2,500	Title I 1000-1999: Certificated Personnel Salaries Extended extra-hourly duty (when appropriate) for support staff to attend data entry and data analysis training, to enter data into data system, and to run reports.
1,000	LCFF - Supplemental 4000-4999: Books And Supplies Supplies to support PBIS implementation

### Strategy/Activity 2

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students with special emphasis on habitually truant students (with particular focus on special education, Latino, ELL, and socio-economically disadvantaged students) and students at-risk of suspension

#### Strategy/Activity

Implement Second Step to support student social emotional learning.

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

1000

Title I  
4000-4999: Books And Supplies  
Book, supplies, to implement

### **Strategy/Activity 3**

#### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All students with special emphasis on habitually truant students

#### Strategy/Activity

Develop an attendance review team. As a team analyze chronic absenteeism weekly and make phone calls and home visits for truant kids.

#### **Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

1,500

LCFF - Supplemental  
2000-2999: Classified Personnel Salaries  
extra hourly as needed to support attendance  
review team.

### **Strategy/Activity 4**

#### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

students at-risk of suspension

#### Strategy/Activity

Work with the SAIL team increase mainstreaming opportunities and collaboration between general education and special education teachers.

#### **Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

2,000

LCFF - Supplemental  
1000-1999: Certificated Personnel Salaries  
Sub release or extra hourly for SAIL/ RSP/ Gen  
Ed Collaborations meetings and peer  
observations

### **Strategy/Activity 5**

#### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All students

#### Strategy/Activity



Refine Short Term Independent study contracts process to ensure all families have access as appropriate.

### **Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

## **Strategy/Activity 6**

### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All students

### **Strategy/Activity**

Start "Lunch on the Lawn" two or 3 times per year to invite families to picnic with the studnets at lunch time

### **Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

## **Strategy/Activity 7**

### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All Students

### **Strategy/Activity**

Provide assemblies for students throughout the school year to promote healthy choices and school connectedness.

### **Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

4,000

LCFF - Supplemental

# **Annual Review**

## **SPSA Year Reviewed: 2022-23**

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

## ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

We continued our work with Second Step. We've planned 3 assemblies with SEL foci. Attendance review teams, alternatives to suspension, and other social emotional learning strategies to ensure a re-education in suspension and chronic absenteeism. We do frequent home visits and parent support meetings to ensure kids are at school on time.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

All expenditures occurred as planned.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

Activities 6,7 and 7 have been added to help address issues on site.

# Budget Summary

Complete the table below. Schools may include additional information. Adjust the table as needed. The Budget Summary is required for schools funded through the ConApp, and/or that receive funds from the LEA for Comprehensive Support and Improvement (CSI).

## Budget Summary

Description	Amount
Total Funds Provided to the School Through the Consolidated Application	\$
Total Federal Funds Provided to the School from the LEA for CSI	\$
Total Funds Budgeted for Strategies to Meet the Goals in the SPSA	\$587,818.00

## Other Federal, State, and Local Funds

List the additional Federal programs that the school is including in the schoolwide program. Adjust the table as needed. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

Federal Programs	Allocation (\$)
Title I	\$10,500.00
Title I Part A: Allocation	\$48,000.00
Title II Part A: Improving Teacher Quality	\$19,000.00
Title IV Part A: Student Support and Academic Enrichment	\$5,000.00

Subtotal of additional federal funds included for this school: \$82,500.00

List the State and local programs that the school is including in the schoolwide program. Duplicate the table as needed.

State or Local Programs	Allocation (\$)
After School and Education Safety (ASES)	\$18,473.00
CARES Act	\$122,123.00
Donations	\$6,000.00
LCFF	\$3,200.00
LCFF - Base	\$23,500.00
LCFF - Supplemental	\$256,522.00
Lottery: Instructional Materials	\$73,000.00
None Specified	\$2,500.00

Subtotal of state or local funds included for this school: \$505,318.00

Total of federal, state, and/or local funds for this school: \$587,818.00

# School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

- 1 School Principal
- 3 Classroom Teachers
- 1 Other School Staff
- 5 Parent or Community Members

Name of Members	Role
Renee Golder	Principal
Shelby Dong	Classroom Teacher
Lauren Shiner	Classroom Teacher
Donna Gefken	Other School Staff
Kristina Quilici	Parent or Community Member
Jennifer Johnston	Classroom Teacher
Elisa Gonzales	Parent or Community Member
Sara Norris	Parent or Community Member
Karen Benitez	Parent or Community Member
Mara Hamilton	Parent or Community Member

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

# Recommendations and Assurances

The School Site Council (SSC) recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the School Plan for Student Achievement (SPSA) requiring board approval.

The SSC sought and considered all recommendations from the following groups or committees before adopting this plan:

**Signature**

**Committee or Advisory Group Name**

The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

This SPSA was adopted by the SSC at a public meeting on 5/5/22.

Attested:

Principal, Renee Golder on 5/5/22

SSC Chairperson, Kristina Quilici on 5/5/22

School Year: **2023-24**



## School Plan for Student Achievement (SPSA) Template

The School Plan for Student Achievement (SPSA) is meant to consolidate all school-level planning efforts into one plan for programs funded through the consolidated application (ConApp), pursuant to the California Education Code (EC) Section 64001 and the Elementary and Secondary Education Act as amended by the Every Student Succeeds Act (ESSA).

The purpose of the SPSA is to increase the overall effectiveness of the school program by crafting a strategic plan that maximizes the resources available to the school while minimizing duplication of effort with the ultimate goal of increasing student achievement.

The School Site Council (SSC) is required to develop and annually review the SPSA, establish an annual budget, and make modifications in the plan to reflect changing needs and priorities, as applicable, pursuant to EC 52853(b) and 52855.

California's ESSA State Plan significantly shifts the state's approach to the utilization of federal resources in support of underserved student groups. The SPSA provides schools with the opportunity to document their approach to maximizing the impact of federal investments in support of underserved students.

The implementation of ESSA in California presents an opportunity for schools to innovate with their federally-funded programs and align them with the priority goals of the school and the LEA that are being realized under the state's Local Control Funding Formula (LCFF).

LCFF provides schools and LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The SPSA planning process supports continuous cycles of action, reflection, and improvement.

<b>School Name</b>	DeLaveaga Elementary
<b>Address</b>	1145 Morrissey Blvd. Santa Cruz, CA 95065-1498
<b>County-District-School (CDS) Code</b>	44698156049886
<b>Principal</b>	Thien Hua
<b>District Name</b>	Santa Cruz City Schools
<b>SPSA Revision Date</b>	April 21, 2023
<b>Schoolsite Council (SSC) Approval Date</b>	May 18, 2023
<b>Local Board Approval Date</b>	May 31, 2023

In the pages that follow, please describe the school's plan for making the best use of federal ESEA resources in alignment with other federal, state, and local programs.

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# School Vision and Mission

## DeLaveaga Elementary School's Vision and Mission Statements

DeLaveaga Elementary School is located on the east side of Santa Cruz near DeLaveaga Park. The highly skilled and collaborative teaching staff have many years of professional experience. We emphasize a strong, enriched educational program, supplemented by the arts and sciences, based on California Content Standards, which enables all children to reach their academic, social, and emotional potential. DeLaveaga hosts the district's K-5 Spanish Two Way Immersion program, a program strand within our school. The goal of the program is for all students to be bilingual/bicultural in English and Spanish. We are fortunate to have a high rate of active parent participation to support the classrooms and programs at our school.

### VISION STATEMENT

The DeLaveaga School Community considers every child unique and deserving of the highest quality education available so that they may reach their own full potential, both academically and socially.

### MISSION STATEMENT

At DeLaveaga, we believe every person has value and the potential to achieve their goals. We believe families are equal partners who support their children, as well as the needs of the whole school community. We collaborate as a team so that all children can learn. School should be safe and fun; a place where each child wants to be each day. We celebrate our diverse world in which children's languages and cultures, talents and dreams, are fostered and valued. We believe the transformative power of excellent teaching makes our beliefs become reality and supports high levels of achievement for all students.

# School Profile

DeLaveaga Elementary School is located on the east side of Santa Cruz near DeLaveaga Park. The highly skilled and collaborative teaching staff have many years of professional experience. We emphasize a strong, enriched educational program, supplemented by the arts and sciences, based on California Content Standards which enables all children to reach their academic, social, and emotional potential. DeLaveaga houses the district's K-5 Spanish Two Way Immersion program, a program strand within our school. The goal of the program is for all students to be bilingual/bicultural in English and Spanish. We are fortunate to have a high rate of active parent participation to support the classrooms and programs at our school. In the academic year 2022-23, approximately 490 students registered in the Fall for its kindergarten through fifth grades.

# Educational Partner Involvement

How, when, and with whom did the school consult as part of the planning process for this SPSA/Annual Review and Update?

## Involvement Process for the SPSA and Annual Review and Update

Over the course of the 2022-2023 academic year, through the involvement of English Learner Advisory Committee (ELAC), School Site Council (SSC), Santa Cruz Instructional Leadership (SCIL), and Staff Meetings, we consulted with school staff and parents in the review and revision of our school plan.

# School and Student Performance Data

## Student Enrollment Enrollment By Student Group

Student Enrollment by Subgroup						
Student Group	Percent of Enrollment			Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23
American Indian	0.6%	0.42%	0.41%	3	2	2
African American	1.7%	1.26%	0.82%	8	6	4
Asian	4.3%	3.58%	2.66%	20	17	13
Filipino	0.4%	%	0%	2		0
Hispanic/Latino	41.9%	41.05%	42.21%	197	195	206
Pacific Islander	0.2%	0.21%	0.2%	1	1	1
White	48.9%	50.11%	47.95%	230	238	234
Multiple/No Response	1.9%	2.95%	4.71%	9	14	23
	<b>Total Enrollment</b>			470	475	488

## Student Enrollment Enrollment By Grade Level

Student Enrollment by Grade Level			
Grade	Number of Students		
	20-21	21-22	22-23
Kindergarten	95	87	90
Grade 1	82	83	86
Grade 2	82	80	79
Grade3	73	82	82
Grade 4	69	76	79
Grade 5	69	67	72
<b>Total Enrollment</b>	470	475	488

### Conclusions based on this data:

1. While DeLaveaga has a majority of "White" students, we also have approximately 39% Hispanic and Latinx students. The balance of our enrollment consists of African American, Asian, Filipino and Pacific Islander students. These numbers have remained consistent over the past 3 years.
2. The Santa Cruz City Schools District has been in a period of declining enrollment, and this has also been the trend at DeLaveaga. Our current enrollment in 2020-21 is 475 students; a drop of 55 students from last year to this year.

# School and Student Performance Data

## Student Enrollment English Learner (EL) Enrollment

English Learner (EL) Enrollment						
Student Group	Number of Students			Percent of Students		
	20-21	21-22	22-23	20-21	21-22	22-23
English Learners	83	91	94	17.70%	19.2%	19.3%
Fluent English Proficient (FEP)	29	36	35	6.20%	7.6%	7.2%
Reclassified Fluent English Proficient (RFEP)	10			12.0%		

### Conclusions based on this data:

1. Even with the trend of declining enrollment in the District, our enrollment of English Learner students has been consistent the last two years.
2. Since 2020, we have seen an increase with our English Learner students to about 19% in 2022-23.

# School and Student Performance Data

## CAASPP Results English Language Arts/Literacy (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3	73	81		0	81		0	81		0.0	100.0	
Grade 4	70	77		0	77		0	77		0.0	100.0	
Grade 5	66	66		0	65		0	65		0.0	98.5	
All Grades	209	224		0	223		0	223		0.0	99.6	

The "% of Enrolled Students Tested" showing in this table is not the same as "Participation Rate" for federal accountability purposes.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		2417.			22.22			20.99			23.46			33.33	
Grade 4		2463.			24.68			23.38			23.38			28.57	
Grade 5		2533.			40.00			26.15			18.46			15.38	
All Grades	N/A	N/A	N/A		28.25			23.32			21.97			26.46	

Reading Demonstrating understanding of literary and non-fictional texts												
Grade Level	% Above Standard			% At or Near Standard			% Below Standard					
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23			
Grade 3		20.99			53.09			25.93				
Grade 4		16.88			71.43			11.69				
Grade 5		32.31			53.85			13.85				
All Grades		22.87			59.64			17.49				

Writing Producing clear and purposeful writing									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		13.58			51.85			34.57	
Grade 4		16.88			53.25			29.87	
Grade 5		27.69			55.38			16.92	
All Grades		18.83			53.36			27.80	

Listening Demonstrating effective communication skills									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		17.28			66.67			16.05	
Grade 4		11.69			72.73			15.58	
Grade 5		23.08			69.23			7.69	
All Grades		17.04			69.51			13.45	

Research/Inquiry Investigating, analyzing, and presenting information									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		18.52			66.67			14.81	
Grade 4		15.58			67.53			16.88	
Grade 5		20.00			64.62			15.38	
All Grades		17.94			66.37			15.70	

**Conclusions based on this data:**

1. Over half of our students in grades 3-5 met or exceeded standard on the English Language Arts.
2. Over one quarter of our students did not meet the standard in English Language Arts.
3. The California Assessment of Student Performance and Progress (CAASPP) was not taken in 2020-21 due to COVID-19 shelter in place.

# School and Student Performance Data

## CAASPP Results Mathematics (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3	73	81		0	81		0	81		0.0	100.0	
Grade 4	70	77		0	77		0	77		0.0	100.0	
Grade 5	66	66		0	65		0	65		0.0	98.5	
All Grades	209	224		0	223		0	223		0.0	99.6	

\* The “% of Enrolled Students Tested” showing in this table is not the same as “Participation Rate” for federal accountability purposes.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		2409.			11.11			24.69			27.16			37.04	
Grade 4		2461.			11.69			29.87			32.47			25.97	
Grade 5		2499.			18.46			23.08			30.77			27.69	
All Grades	N/A	N/A	N/A		13.45			26.01			30.04			30.49	

Concepts & Procedures Applying mathematical concepts and procedures									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		11.11			48.15			40.74	
Grade 4		14.29			49.35			36.36	
Grade 5		18.46			52.31			29.23	
All Grades		14.35			49.78			35.87	

Problem Solving & Modeling/Data Analysis Using appropriate tools and strategies to solve real world and mathematical problems									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		16.05			51.85			32.10	
Grade 4		16.88			57.14			25.97	
Grade 5		16.92			61.54			21.54	
All Grades		16.59			56.50			26.91	

Communicating Reasoning Demonstrating ability to support mathematical conclusions									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		17.28			67.90			14.81	
Grade 4		15.58			63.64			20.78	
Grade 5		18.46			56.92			24.62	
All Grades		17.04			63.23			19.73	

**Conclusions based on this data:**

1. Almost half of our students tested in grades 3-5 met or exceeded standard. Almost one-third did not meet the standard.
2. As a school, fewer students are meeting proficiency in Mathematics than in English Language Arts.
3. There was no CAASPP testing in 2020-21 due to COVID-19 shelter in place.

# School and Student Performance Data

## ELPAC Results

ELPAC Summative Assessment Data Number of Students and Mean Scale Scores for All Students												
Grade Level	Overall			Oral Language			Written Language			Number of Students Tested		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
<b>K</b>	1403.6	1421.8		1416.4	1438.8		1374.1	1382.0		22	20	
<b>1</b>	1428.6	1418.1		1445.8	1446.2		1410.7	1389.2		13	13	
<b>2</b>	1470.6	1466.5		1497.7	1485.5		1442.9	1447.1		14	13	
<b>3</b>	1493.5	1486.1		1506.6	1502.0		1480.1	1469.8		20	16	
<b>4</b>	1497.4	1519.3		1520.8	1526.2		1473.8	1512.1		12	18	
<b>5</b>	*	*		*	*		*	*		9	9	
<b>All Grades</b>										90	89	

Overall Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
<b>K</b>	13.64	15.00		27.27	40.00		31.82	30.00		27.27	15.00		22	20	
<b>1</b>	0.00	0.00		15.38	23.08		53.85	38.46		30.77	38.46		13	13	
<b>2</b>	0.00	7.69		42.86	38.46		57.14	30.77		0.00	23.08		14	13	
<b>3</b>	15.00	12.50		35.00	43.75		45.00	31.25		5.00	12.50		20	16	
<b>4</b>	8.33	22.22		41.67	55.56		33.33	16.67		16.67	5.56		12	18	
<b>5</b>	*	*		*	*		*	*		*	*		*	*	
<b>All Grades</b>	8.89	13.48		33.33	40.45		43.33	30.34		14.44	15.73		90	89	

Oral Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
<b>K</b>	18.18	25.00		27.27	30.00		22.73	25.00		31.82	20.00		22	20	
<b>1</b>	15.38	30.77		23.08	30.77		53.85	7.69		7.69	30.77		13	13	
<b>2</b>	42.86	15.38		42.86	38.46		14.29	38.46		0.00	7.69		14	13	
<b>3</b>	35.00	43.75		55.00	43.75		10.00	6.25		0.00	6.25		20	16	
<b>4</b>	41.67	50.00		41.67	38.89		16.67	11.11		0.00	0.00		12	18	
<b>5</b>	*	*		*	*		*	*		*	*		*	*	
<b>All Grades</b>	31.11	33.71		40.00	38.20		20.00	16.85		8.89	11.24		90	89	



Written Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
<b>K</b>	9.09	0.00		13.64	20.00		50.00	65.00		27.27	15.00		22	20	
<b>1</b>	0.00	0.00		15.38	0.00		30.77	38.46		53.85	61.54		13	13	
<b>2</b>	0.00	0.00		7.14	30.77		50.00	46.15		42.86	23.08		14	13	
<b>3</b>	0.00	0.00		30.00	6.25		45.00	62.50		25.00	31.25		20	16	
<b>4</b>	0.00	5.56		16.67	38.89		16.67	27.78		66.67	27.78		12	18	
<b>5</b>	*	*		*	*		*	*		*	*		*	*	
<b>All Grades</b>	3.33	1.12		15.56	21.35		43.33	46.07		37.78	31.46		90	89	

Listening Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
<b>K</b>	18.18	25.00		63.64	65.00		18.18	10.00		22	20	
<b>1</b>	30.77	53.85		69.23	23.08		0.00	23.08		13	13	
<b>2</b>	35.71	30.77		57.14	69.23		7.14	0.00		14	13	
<b>3</b>	35.00	50.00		45.00	43.75		20.00	6.25		20	16	
<b>4</b>	41.67	55.56		50.00	44.44		8.33	0.00		12	18	
<b>5</b>	*	*		*	*		*	*		*	*	
<b>All Grades</b>	27.78	38.20		61.11	55.06		11.11	6.74		90	89	

Speaking Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
<b>K</b>	9.09	30.00		50.00	45.00		40.91	25.00		22	20	
<b>1</b>	7.69	15.38		76.92	46.15		15.38	38.46		13	13	
<b>2</b>	50.00	30.77		50.00	53.85		0.00	15.38		14	13	
<b>3</b>	65.00	62.50		30.00	31.25		5.00	6.25		20	16	
<b>4</b>	66.67	44.44		33.33	55.56		0.00	0.00		12	18	
<b>5</b>	*	*		*	*		*	*		*	*	
<b>All Grades</b>	43.33	42.70		43.33	42.70		13.33	14.61		90	89	

Reading Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
<b>K</b>	13.64	0.00		63.64	85.00		22.73	15.00		22	20	
<b>1</b>	15.38	0.00		38.46	46.15		46.15	53.85		13	13	
<b>2</b>	0.00	7.69		57.14	69.23		42.86	23.08		14	13	
<b>3</b>	5.00	0.00		45.00	50.00		50.00	50.00		20	16	
<b>4</b>	8.33	11.11		25.00	61.11		66.67	27.78		12	18	
<b>5</b>	*	*		*	*		*	*		*	*	
<b>All Grades</b>	7.78	5.62		51.11	60.67		41.11	33.71		90	89	

Writing Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
<b>K</b>	4.55	10.00		50.00	65.00		45.45	25.00		22	20	
<b>1</b>	0.00	0.00		46.15	46.15		53.85	53.85		13	13	
<b>2</b>	0.00	7.69		28.57	46.15		71.43	46.15		14	13	
<b>3</b>	10.00	0.00		65.00	75.00		25.00	25.00		20	16	
<b>4</b>	0.00	22.22		50.00	61.11		50.00	16.67		12	18	
<b>5</b>	*	*		*	*		*	*		*	*	
<b>All Grades</b>	4.44	7.87		52.22	60.67		43.33	31.46		90	89	

**Conclusions based on this data:**

1. Our largest sampling of students is in Kindergarten where students overall performed better in 2021-22 than they did in 2020-21.
2. At every grade level, students perform better at Oral Language than they do with Written Language on the ELPAC.
3. Students in 4th grade performed significantly better than students in 3rd grade in Written Language.

# School and Student Performance Data

## Student Population

For the past two years, many state and federal accountability requirements were waived or adjusted due to the impact of the COVID-19 pandemic on LEAs, schools, and students. Beginning with the 2021-22 school year, the requirements to hold schools and districts accountable for student outcomes has returned with the release of the 2022 California School Dashboard (Dashboard). The Every Student Succeeds Act is requiring all states to determine schools eligible for support. Similarly, under state law, Assembly Bill (AB) 130, which was signed into law in 2021, mandates the return of the Dashboard using only current year performance data to determine LEAs for support. Therefore, to meet this state requirement, only the 2021-22 school year data will be reported on the 2022 Dashboard for state indicators. (Data for Change [or the difference from prior year] and performance colors will not be reported.)

This section provides information about the school's student population.

2021-22 Student Population			
<b>Total Enrollment</b>	<b>Socioeconomically Disadvantaged</b>	<b>English Learners</b>	<b>Foster Youth</b>
<b>475</b>	<b>32.0</b>	<b>19.2</b>	Students whose well being is the responsibility of a court.
Total Number of Students enrolled in DeLaveaga Elementary.	Students who are eligible for free or reduced priced meals; or have parents/guardians who did not receive a high school diploma.	Students who are learning to communicate effectively in English, typically requiring instruction in both the English Language and in their academic courses.	

2021-22 Enrollment for All Students/Student Group		
Student Group	Total	Percentage
<b>English Learners</b>	91	19.2
<b>Foster Youth</b>		
<b>Homeless</b>		
<b>Socioeconomically Disadvantaged</b>	152	32.0
<b>Students with Disabilities</b>	51	10.7

Enrollment by Race/Ethnicity		
Student Group	Total	Percentage
<b>African American</b>	6	1.3
<b>American Indian</b>	2	0.4
<b>Asian</b>	17	3.6
<b>Filipino</b>		
<b>Hispanic</b>	195	41.1
<b>Two or More Races</b>	14	2.9
<b>Pacific Islander</b>	1	0.2
<b>White</b>	238	50.1

**Conclusions based on this data:**

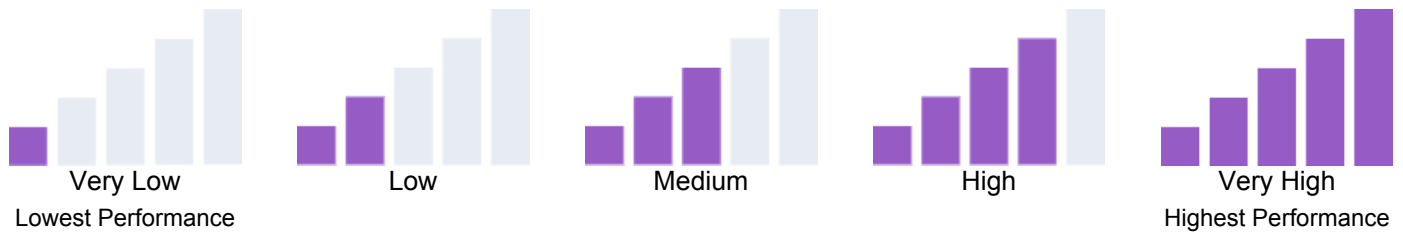
1. DeLaveaga's Socioeconomically Disadvantaged population decreased from 40% to 32% in one year.
2. DeLaveaga's Students with Disabilities decreased from 12.9% to 10.7% in one year.
3. Our largest race/ethnic group is white students of 50% followed by our Hispanic population of 41%.

# School and Student Performance Data

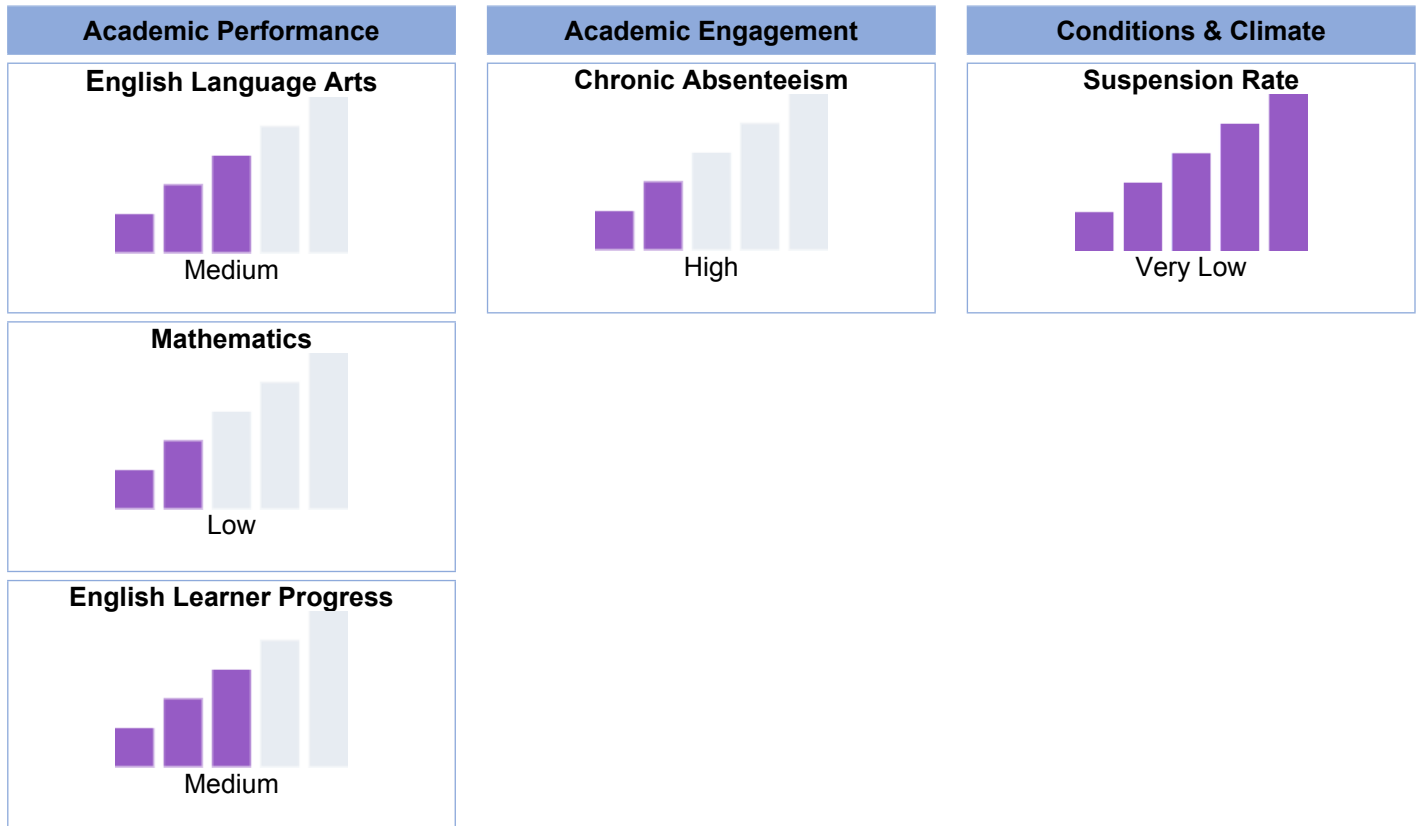
## Overall Performance

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



### 2022 Fall Dashboard Overall Performance for All Students



#### Conclusions based on this data:

1. We have done well to keep our suspension rate low. We are at the highest performing level on this indicator.
2. Our English Learner progress has improved year over year to Medium.
3. English Language Arts proficiency is relatively stronger than Mathematics at DeLaveaga.

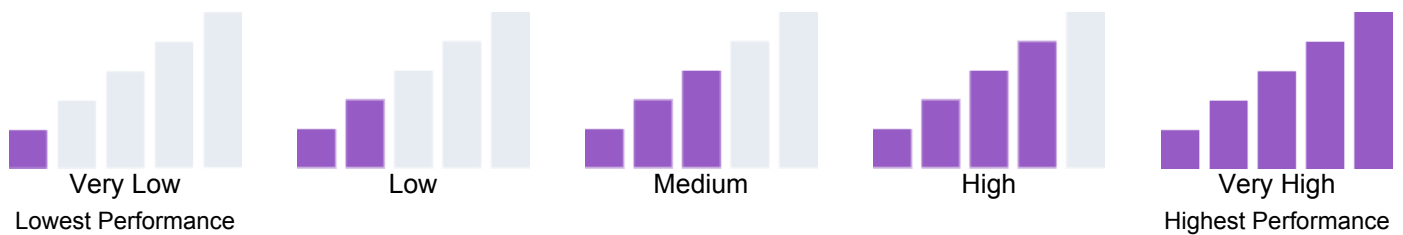


# School and Student Performance Data

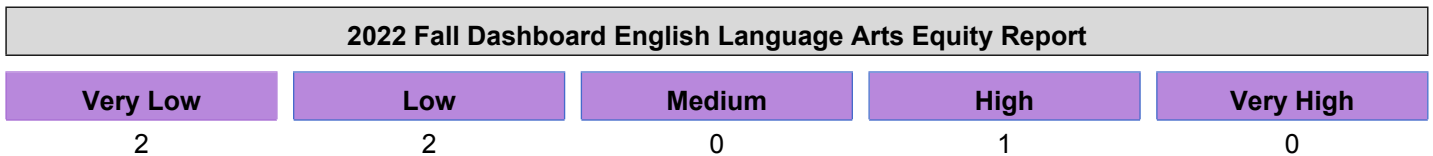
## Academic Performance English Language Arts

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

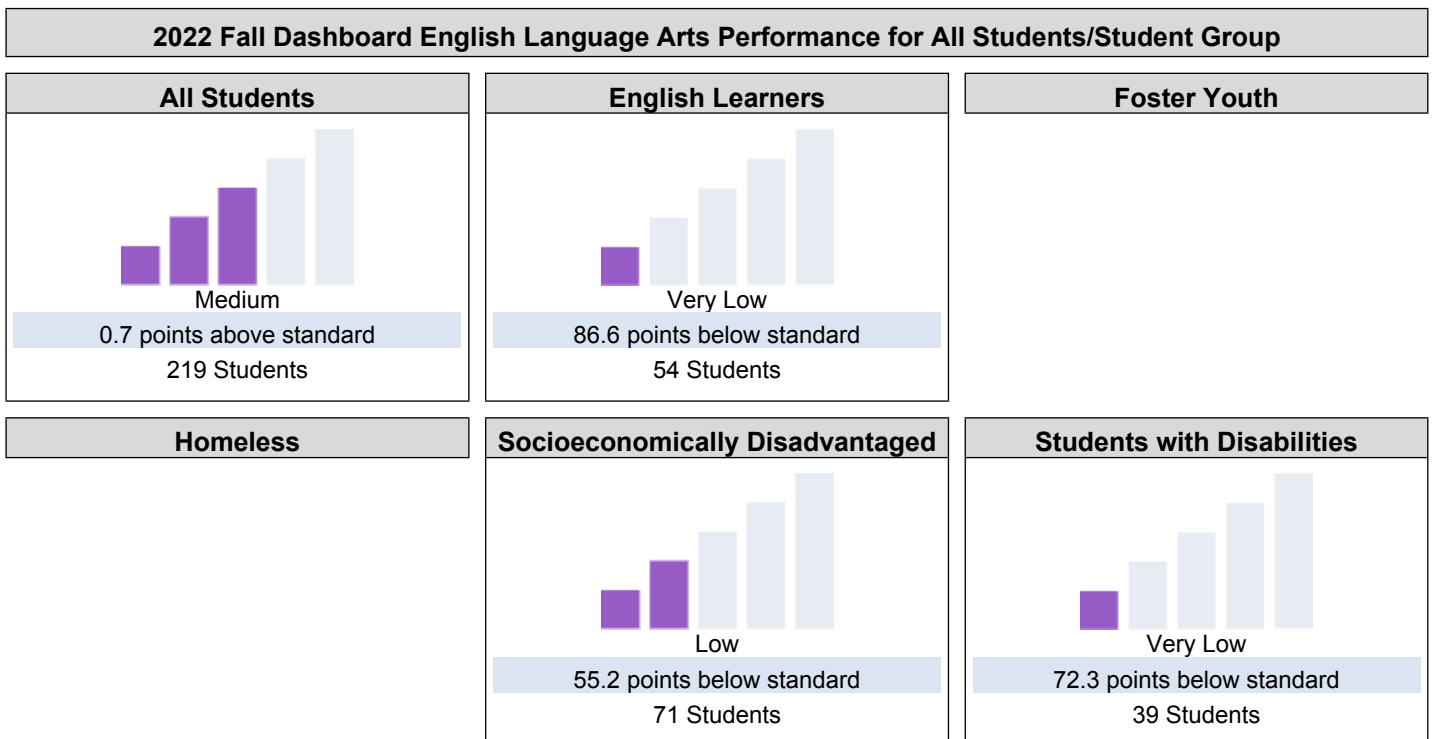
Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



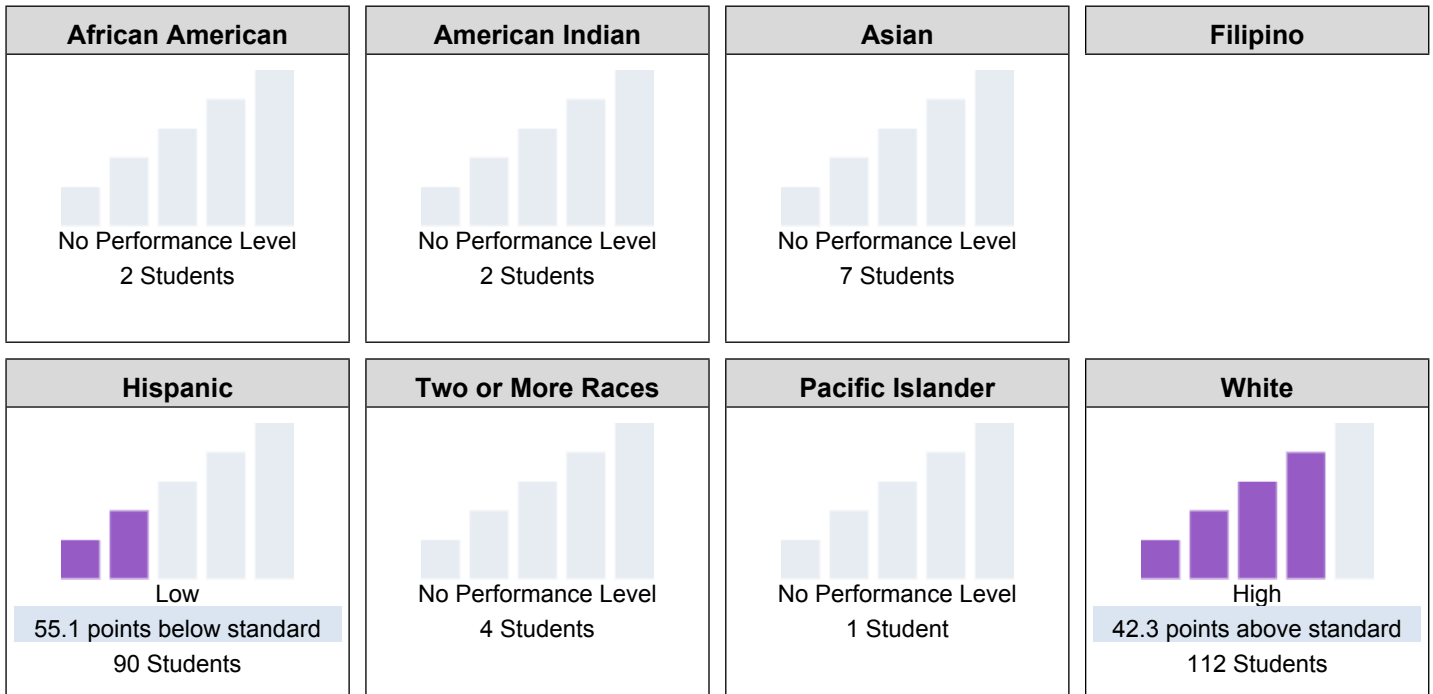
This section provides number of student groups in each level.



This section provides a view of how well students are meeting grade-level standards on the English Language Arts assessment. This measure is based on student performance on either the Smarter Balanced Summative Assessment or the California Alternate Assessment, which is taken annually by students in grades 3–8 and grade 11.



**2022 Fall Dashboard English Language Arts Performance by Race/Ethnicity**



This section provides additional information on distance from standard for current English learners, prior or Reclassified English learners, and English Only students in English Language Arts.

**2022 Fall Dashboard English Language Arts Data Comparisons for English Learners**

Current English Learner	Reclassified English Learners	English Only
110.0 points below standard 42 Students	4.6 points below standard 12 Students	29.9 points above standard 153 Students

**Conclusions based on this data:**

1. On the English Language Arts CAASPP state assessment, our English Learners' overall average performance level is 86.6 points below the standard.
2. Reclassified students perform at a much higher level than current English Learners.
3. English Only students perform at a higher level than Reclassified English Learners.



# School and Student Performance Data

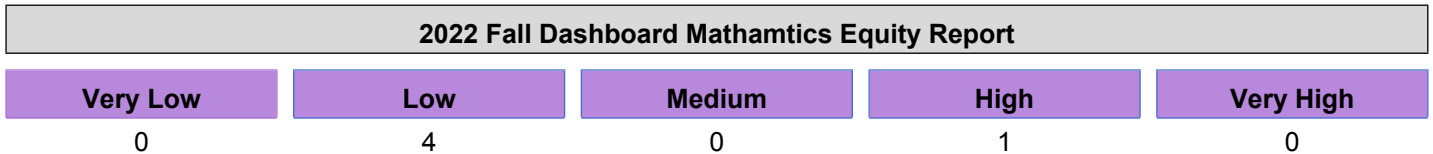
## Academic Performance Mathematics

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

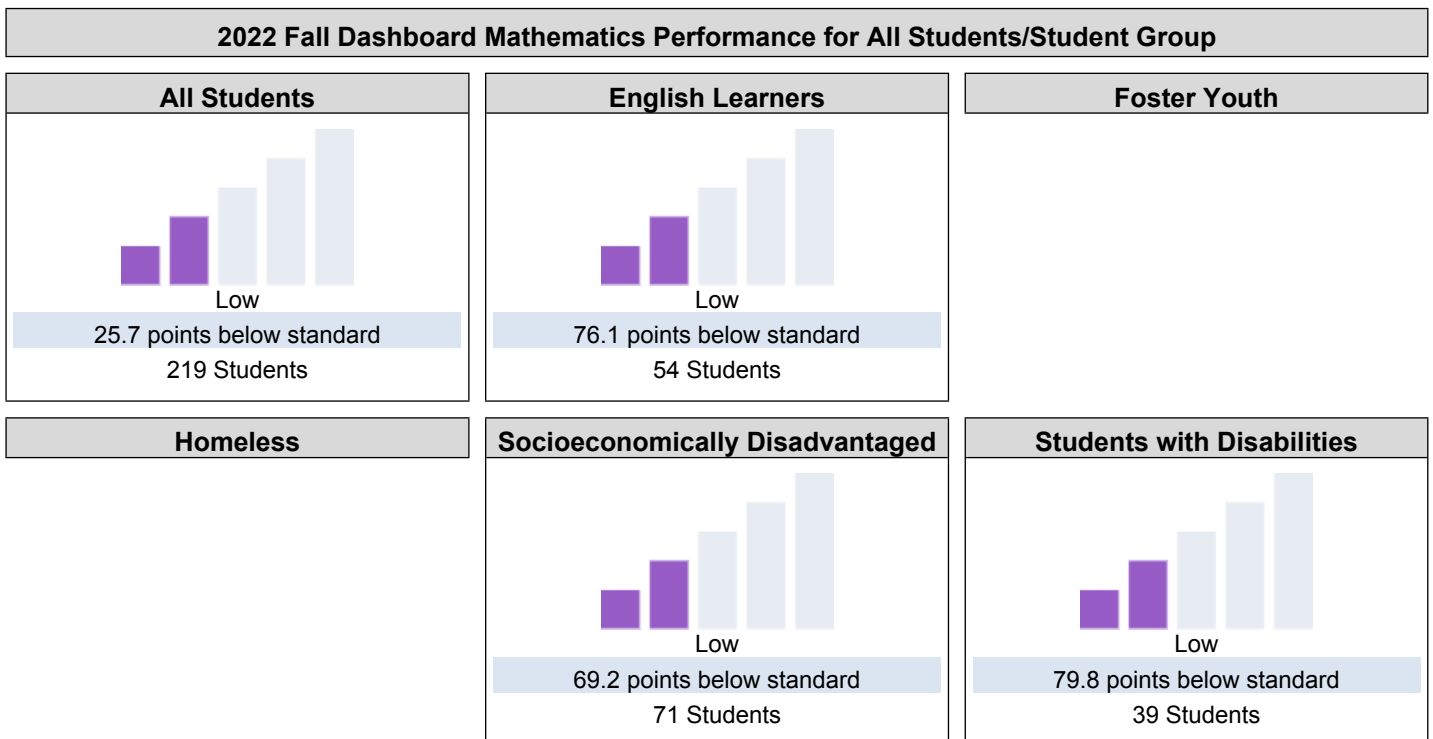
Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



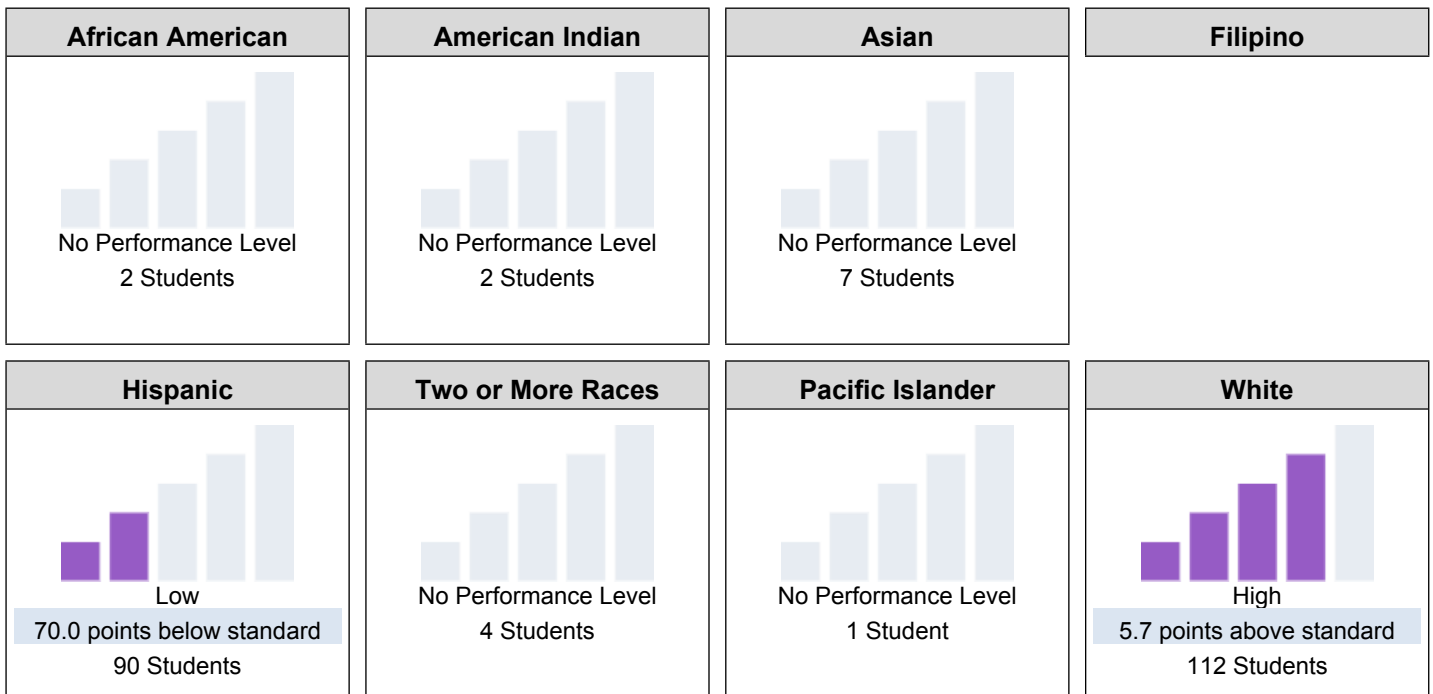
This section provides number of student groups in each level.



This section provides a view of how well students are meeting grade-level standards on the Mathematics assessment. This measure is based on student performance either on the Smarter Balanced Summative Assessment or the California Alternate Assessment, which is taken annually by students in grades 3–8 and grade 11.



### 2022 Fall Dashboard Mathematics Performance by Race/Ethnicity



This section provides additional information on distance from standard for current English learners, prior or Reclassified English learners, and English Only students in mathematics

### 2022 Fall Dashboard Mathematics Data Comparisons for English Learners

Current English Learner	Reclassified English Learners	English Only
97.6 points below standard 42 Students	0.9 points below standard 12 Students	9.6 points below standard 153 Students

#### Conclusions based on this data:

- White students are performing at a much higher level than all the other subgroups.
- English Learners, Socioeconomically Disadvantaged, Students with Disabilities and Hispanic groups are performing at a low level in Mathematics.

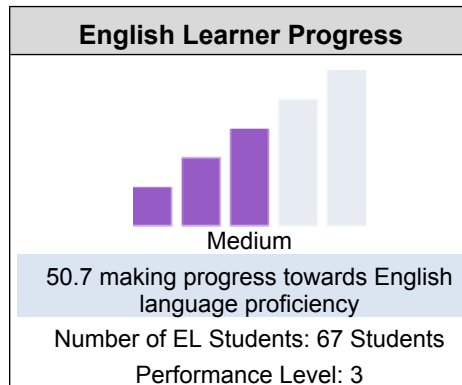
# School and Student Performance Data

## Academic Performance English Learner Progress

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

This section provides information on the percentage of current EL students making progress towards English language proficiency or maintaining the highest level.

### 2022 Fall Dashboard English Learner Progress Indicator



This section provides a view of the percentage of current EL students who progressed at least one ELPI level, maintained ELPI level 4, maintained lower ELPI levels (i.e, levels 1, 2L, 2H, 3L, or 3H), or decreased at least one ELPI Level.

### 2022 Fall Dashboard Student English Language Acquisition Results

Decreased One ELPI Level	Maintained ELPI Level 1, 2L, 2H, 3L, or 3H	Maintained ELPI Level 4	Progressed At Least One ELPI Level
16.4%	32.8%	0.0%	50.7%

#### Conclusions based on this data:

1. Over half of our English Learners are progressing by at least one ELPI Level.

# School and Student Performance Data

## Academic Performance College/Career Report

College/Career data provides information on whether high school students are prepared for success after graduation based on measures like graduation rate, performance on state tests, and college credit courses. College/Career data was not reported in 2022.

### Conclusions based on this data:

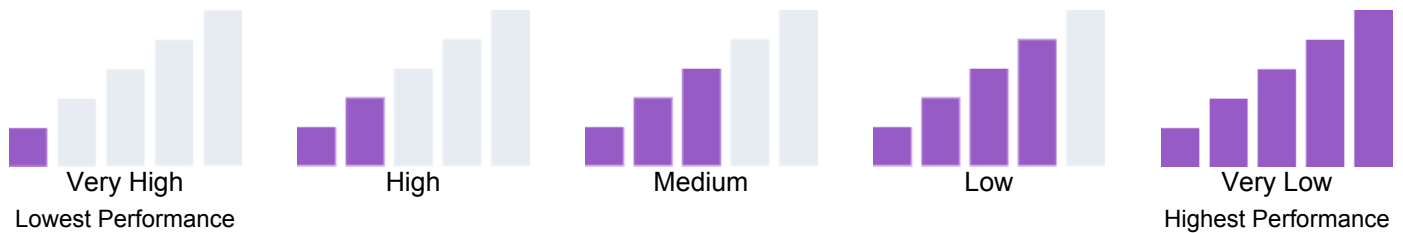
- 1.

# School and Student Performance Data

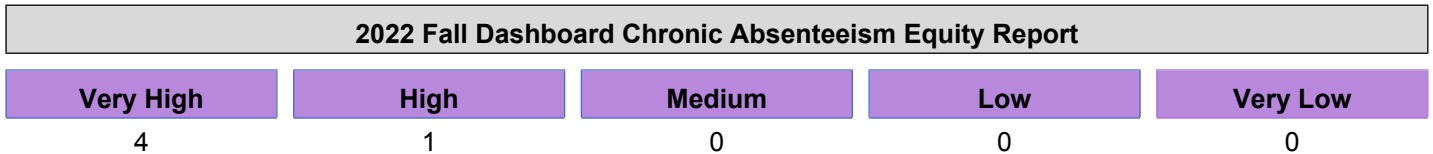
## Academic Engagement Chronic Absenteeism

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

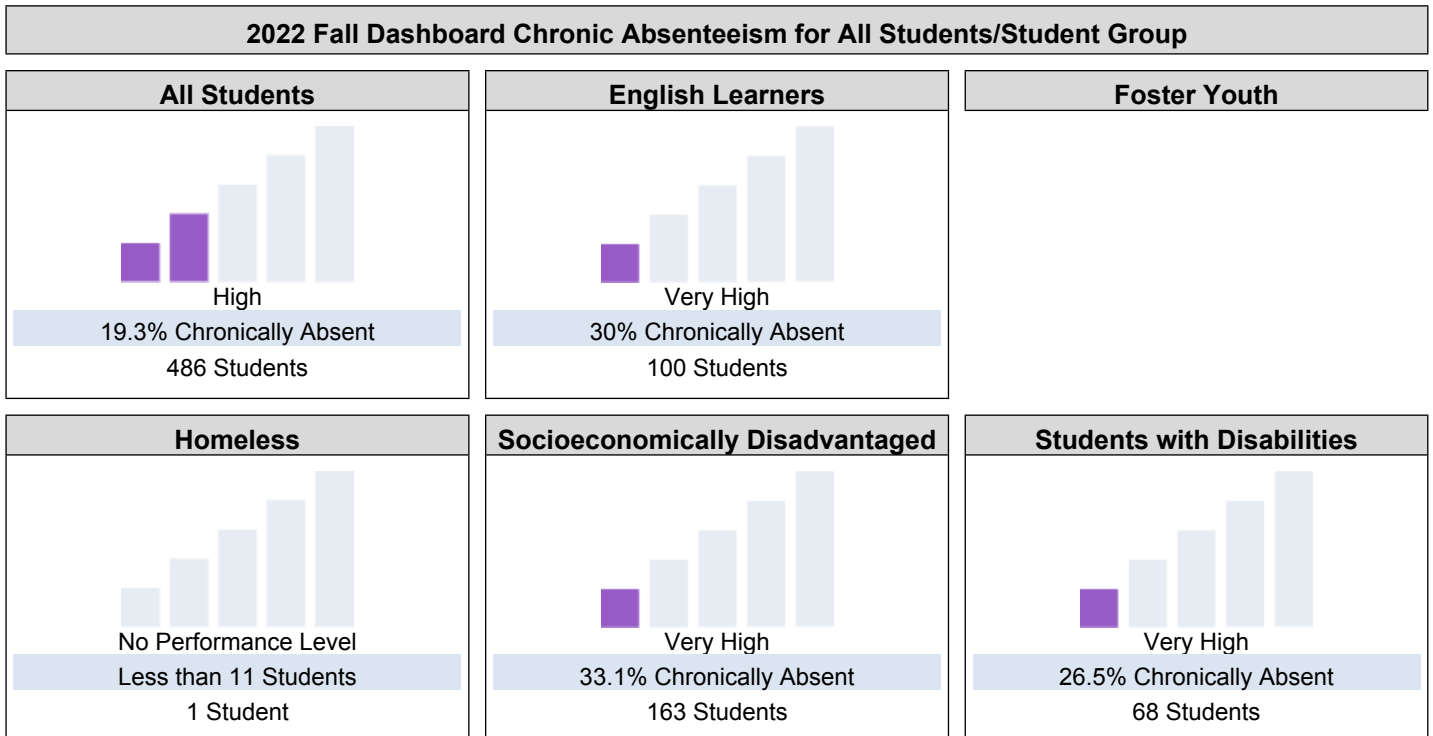
Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



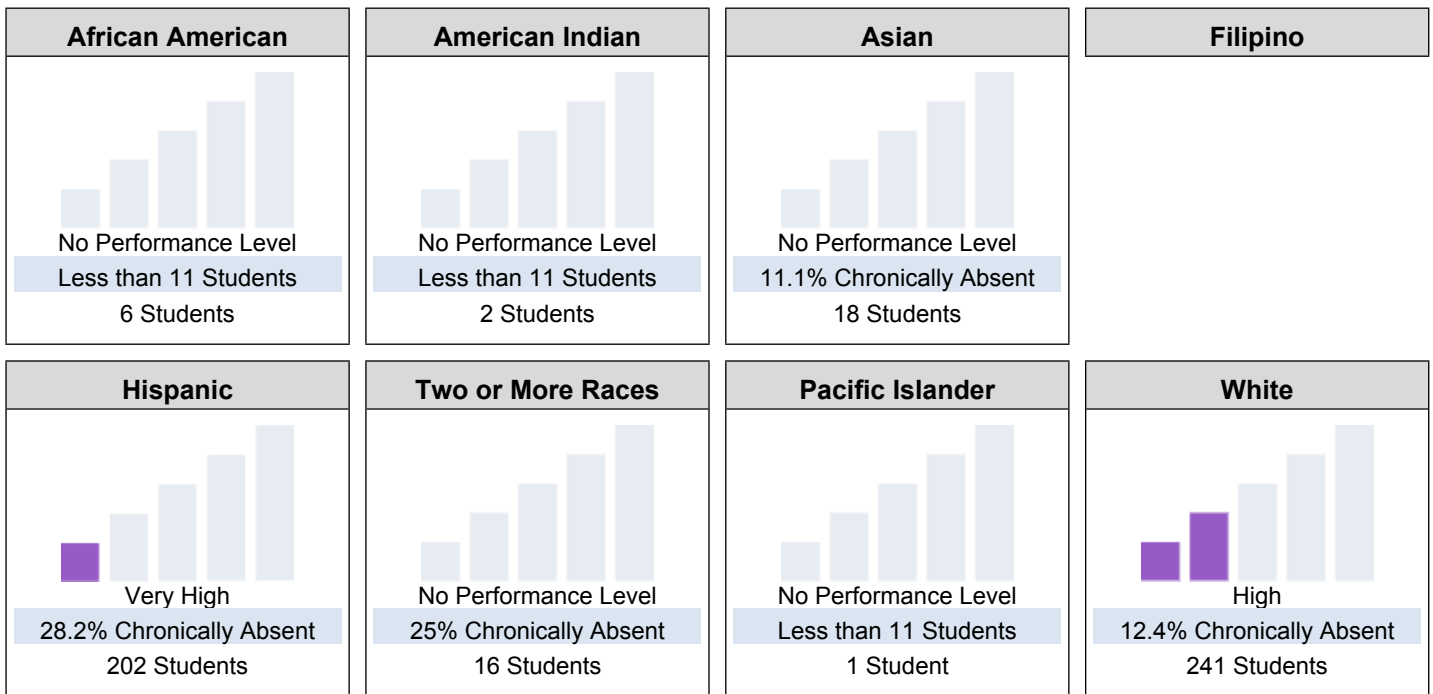
This section provides number of student groups in each level.



This section provides information about the percentage of students in kindergarten through grade 8 who are absent 10 percent or more of the instructional days they were enrolled.



**2022 Fall Dashboard Chronic Absenteeism by Race/Ethnicity**



**Conclusions based on this data:**

1. Our Chronic Absenteeism as a school is overall high at 19.3%.
2. Our at risk groups (English Learners, Socioeconomically Disadvantaged, Students with Disabilities) have a Chronic Absenteeism rate that is Very High.

# School and Student Performance Data

## Academic Engagement Graduation Rate

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

Very Low  
Lowest Performance
Low
Medium
High
Very High  
Highest Performance

This section provides number of student groups in each level.

2022 Fall Dashboard Graduation Rate Equity Report				
Very Low	Low	Medium	High	Very High

This section provides information about students completing high school, which includes students who receive a standard high school diploma.

2022 Fall Dashboard Graduation Rate for All Students/Student Group			
All Students	English Learners	Foster Youth	
Homeless	Socioeconomically Disadvantaged	Students with Disabilities	

2022 Fall Dashboard Graduation Rate by Race/Ethnicity			
African American	American Indian	Asian	Filipino
Hispanic	Two or More Races	Pacific Islander	White

**Conclusions based on this data:**

- 1.

# School and Student Performance Data

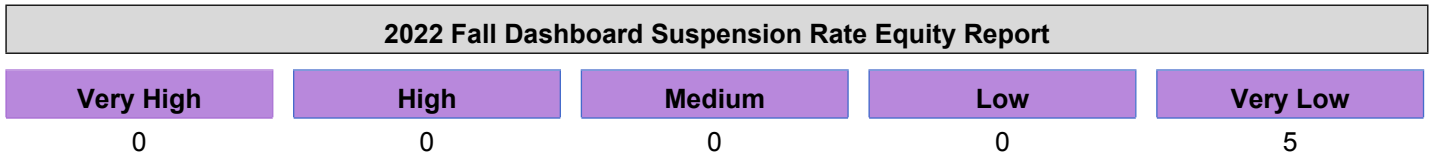
## Conditions & Climate Suspension Rate

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

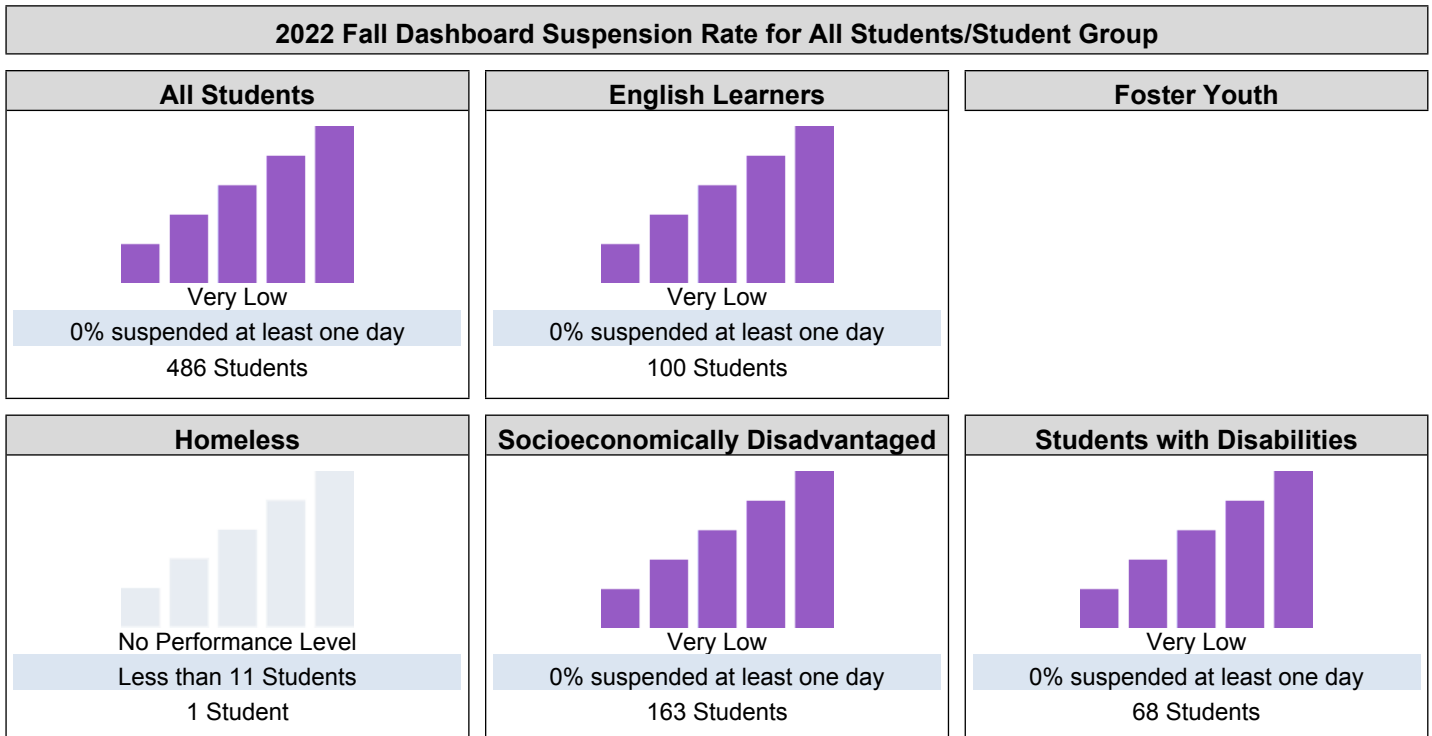
Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



This section provides number of student groups in each level.

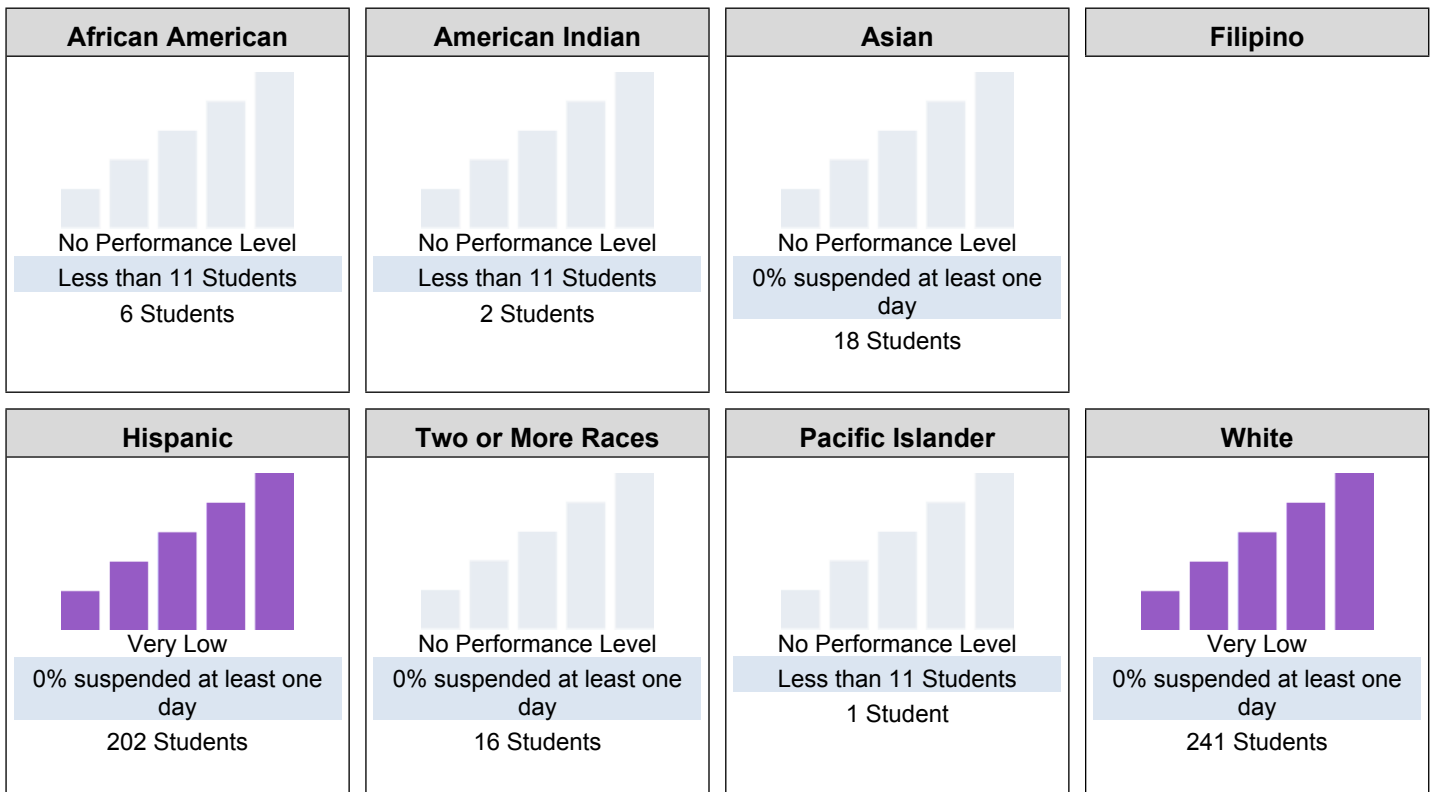


This section provides information about the percentage of students in kindergarten through grade 12 who have been suspended at least once in a given school year. Students who are suspended multiple times are only counted once.





**2022 Fall Dashboard Suspension Rate by Race/Ethnicity**



**Conclusions based on this data:**

1. Our work on Tier I and Tier II Positive Behavioral Interventions and Supports (PBIS) contributes to supporting students in school.

# Goals, Strategies, & Proposed Expenditures

## Goal 1

### Subject

English Language Arts

### Goal Statement

Our English Language Arts overall scale score will increase by at least three points so that our overall average scale score for all students will be at least 3.7 points above the standard on the 2024 English Language Arts CAASPP.

### LCAP Goal

Goal #1: All SCCS students will be prepared to successfully access post-secondary college and career opportunities.  
 Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.  
 Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.  
 Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.  
 Goal #6: SCCS will maintain strong communication and partnerships with its diverse community.

### Basis for this Goal

When analyzing our 2021-2022 CA Dashboard data, we see that "All Students" are in the "yellow," meaning that overall, our students have nearly met their grade level achievement. Currently, our dashboard shows that "All Students" are +0.7 points above the standard. In addition, we see that many of our groups are not meeting the standard (English Language Learners, Students with Disabilities, Socioeconomically Disadvantaged, and Hispanic/Latinx). For specific student group data, see the metrics and baseline below.

### Expected Annual Measurable Outcomes

Metric/Indicator	Baseline	Expected Outcome
English Language Arts CAASPP Data: All Students	0.7 points above standard in 2022	All Students will improve a minimum of 3 points on the 2024 ELA CAASPP.
English Language Arts CAASPP Data: English Learners	86.6 points below standard in 2022	English Learners will improve a minimum of 3 points on the 2024 ELA CAASPP.
English Language Arts CAASPP Data: Students with Disabilities	72.3 points below standard in 2022	Students with Disabilities will improve a minimum of 3 points on the 2024 ELA CAASPP.
English Language Arts CAASPP Data: Hispanic	55.1 points below standard in 2022	Hispanic students will improve a minimum of 3 points on the 2024 ELA CAASPP.
English Language Arts CAASPP Data: Socioeconomically Disadvantaged	55.2 points below standard in 2022	Socioeconomically Disadvantaged students will improve a minimum of 3 points on the 2024 ELA CAASPP.
iReady Reading for All Students in Grades 1-5	82% of students met their Annual Typical Growth Target by T2 in 2023	100% of our students will meet their Annual Typical Growth Targets by May 2024
ESGI Phonics Assessment (TK and Kindergarten)	Will be determining baseline following T1 assessments	All students will average at least 90% mastery on all subtests.

# Planned Strategies/Activities

## Strategy/Activity 1

We will continue with a focus on developing best practices for teaching literacy at all grade levels through utilizing the Benchmark Workshop English Language Arts curriculum and supplemental instructional programs that have been proven to be effective. Staff will focus on the elements of early literacy such as orthographic mapping and phonemic awareness. Early literacy reading skills will be explicitly taught and practiced.

### Students to be Served by this Strategy/Activity

All student groups will be supported by this strategy/activity.

### Timeline

Ongoing throughout the 2023-2024 school year.

### Person(s) Responsible

Certificated and Classified Staff

### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	5,000
<b>Source</b>	Lottery: Instructional Materials
<b>Budget Reference</b>	4000-4999: Books And Supplies
<b>Description</b>	Literacy Curriculum

## Strategy/Activity 2

Standards-based assessments will be used to guide and differentiate Language Arts instruction. We will disaggregate data by program (EO and TWI).

### Students to be Served by this Strategy/Activity

All student groups will be supported by this strategy/activity.

### Timeline

Ongoing throughout the 2023-2024 school year.

### Person(s) Responsible

Certificated and Classified Staff

### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	15,000
<b>Source</b>	Lottery: Instructional Materials
<b>Budget Reference</b>	4000-4999: Books And Supplies
<b>Description</b>	Assessments used will include: * Fountas and Pinnell (F & P) * Teacher-Designed Writing Assessment Rubrics * Spanish DRA

- \* La Estrellita
- \* Despegando

### Strategy/Activity 3

Professional Development for teachers to learn new programs, instructional strategies (Literacy Strategies), and to collaborate with colleagues. This may be accomplished through participation in conferences, workshops, peer observations, instructional walks, and grade level articulation.

#### Students to be Served by this Strategy/Activity

All student groups will be supported by this strategy/activity

#### Timeline

Ongoing throughout the 2023-2024 school year.

#### Person(s) Responsible

Site Administration

#### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	5,000
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	<ul style="list-style-type: none"> <li>* Release time for teachers</li> <li>* Professional Development/Professional Learning Community Days</li> <li>* Conferences</li> <li>* Workshops</li> </ul>

<b>Amount</b>	5,000
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	5800: Professional/Consulting Services And Operating Expenditures
<b>Description</b>	Professional Development Contractors, Conferences, Supplemental Training and Workshops

### Strategy/Activity 4

Provide support in Spanish for our Dos Alas Program for students to develop their Spanish literacy skills.

#### Students to be Served by this Strategy/Activity

All students in the Dos Alas, Two Way Immersion program.

#### Timeline

Ongoing throughout the 2023-2024 school year.

#### Person(s) Responsible

Certificated and Classified Staff

#### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	2,000
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	Provide additional staff support to TWI students in need of Spanish literacy support
<b>Amount</b>	5,000
<b>Source</b>	CARES Act
<b>Budget Reference</b>	2000-2999: Classified Personnel Salaries
<b>Description</b>	Classified, and in some cases Certificated staff will provide tutoring or small cohort support to at-risk students.

### Strategy/Activity 5

Literacy Intervention, both during and after school, will address needs of struggling learners by providing phonics based instruction through SIPPS, Lexia, iReady, and writing support. Fund one Rtl Coordinator/ teacher; fund learning assistant to provide small group support for reading and assessment.

#### Students to be Served by this Strategy/Activity

English Learners, Students with Disabilities, Socioeconomically Disadvantaged, and Hispanic/Latinx students will be the focus of this activity.

#### Timeline

Ongoing throughout the 2023-2024 school year.

#### Person(s) Responsible

Certificated and Classified Staff

#### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	10,000
<b>Source</b>	Lottery: Instructional Materials
<b>Budget Reference</b>	4000-4999: Books And Supplies
<b>Description</b>	ASSIPs (After School Support and Intervention Programs) * LISTOS * Reading and Writing Intervention for Grades 1-3 * Hands-On Experiential Learning * Tutoring for At-Risk Students
<b>Amount</b>	5,000
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	2000-2999: Classified Personnel Salaries
<b>Description</b>	Paraeducators will provide small group intervention and assessment
<b>Amount</b>	10,000

<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	4000-4999: Books And Supplies
<b>Description</b>	Materials for RTI tutoring during school and after school reading intervention.
<b>Amount</b>	113,602
<b>Source</b>	LCFF - Base
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	Rtl coordinator
<b>Amount</b>	62,978
<b>Source</b>	LCFF - Base
<b>Budget Reference</b>	2000-2999: Classified Personnel Salaries
<b>Description</b>	Paraeducators to support intervention

### Strategy/Activity 6

Student Learning Teams and Language Review Teams (3 times a year) Grade level teams meet with Rtl Coordinator to review student data (iReady, Lexia, F&P, and other assessment tools) following trimester assessments.

#### Students to be Served by this Strategy/Activity

All student groups will be supported by this strategy/activity.

#### Timeline

Three times a year

#### Person(s) Responsible

Certificated Staff

#### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	3,000
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	SLTs and LRTs will review data to determine the learning needs of each student, as well as the English Language Development needs of our ELLs. Subs will be needed to release teachers to attend meetings.

### Strategy/Activity 7

Purchase additional supplies, materials and equipment to support the academic literacy development of all students.

#### Students to be Served by this Strategy/Activity

All student groups will be supported by this strategy/activity.

#### Timeline

Ongoing throughout the 2023-2024 school year.

### Person(s) Responsible

Certificated Staff

### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	20,000
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	4000-4999: Books And Supplies
<b>Description</b>	Software: * IStation * RAZKids Supplemental Leveled Reading Materials Office Machines and Supplies

### Strategy/Activity 8

Implement the adopted ELA/ELD Curricular Program School-wide and with fidelity and provide teachers time to learn the program and plan instruction. All teachers will implement, with fidelity, the new ELA/ELD curriculum during a consistent and designed time of day.

### Students to be Served by this Strategy/Activity

All student groups will be supported by this strategy/activity.

### Timeline

Ongoing throughout the 2023-2024 school year.

### Person(s) Responsible

Certificated and Classified Staff

### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	3,000
<b>Source</b>	Title II Part A: Improving Teacher Quality
<b>Budget Reference</b>	5800: Professional/Consulting Services And Operating Expenditures
<b>Description</b>	Training materials, Consultants, Professional Development
<b>Amount</b>	2,000
<b>Source</b>	Title II Part A: Improving Teacher Quality
<b>Budget Reference</b>	5000-5999: Services And Other Operating Expenditures
<b>Description</b>	Substitutes for teacher release time

### Strategy/Activity 9

The teaching of Science that is consistent with the Next Generation Science Standards through the implementation of STEM lesson design, FOSS Kits, and exploratory learning throughout the year. Teachers will work together during

grade level and Professional Learning Communities (PLC) time to plan activities that integrate Science with the instruction of Language Arts. Opportunities to extend learning will be offered after school.

### Students to be Served by this Strategy/Activity

All student groups will be supported by this strategy/activity.

### Timeline

Ongoing throughout the 2023-2024 school year.

### Person(s) Responsible

Certificated Staff and Classified Staff

### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	3,000
<b>Source</b>	Lottery: Instructional Materials
<b>Budget Reference</b>	4000-4999: Books And Supplies
<b>Description</b>	FOSS kit refill materials
<b>Amount</b>	3,000
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	4000-4999: Books And Supplies
<b>Description</b>	Supplies and materials necessary for teaching hands-on and interactive Science which supports the Next Generation Science Standards.
<b>Amount</b>	3,000
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	Extra work hours for teachers to extend learning
<b>Amount</b>	2,000
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	2000-2999: Classified Personnel Salaries
<b>Description</b>	Extra work hours for classified staff to extend learning



# Goals, Strategies, & Proposed Expenditures

## Goal 2

### Subject

Mathematics

### Goal Statement

Our Mathematics overall scale score will increase by at least three points so that our overall average scale score for all students will be at least 22.7 points distance from the standard on the 2024 Math CAASPP.

### LCAP Goal

Goal #1: All SCCS students will be prepared to successfully access post-secondary college and career opportunities.  
 Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.  
 Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.  
 Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.  
 Goal #6: SCCS will maintain strong communication and partnerships with its diverse community.

### Basis for this Goal

When analyzing our 2022 CA Dashboard data, we see that "All Students" are in the "orange," meaning that overall, our students have not met their level achievement and are 25.7 points distance from the standard. In addition, when we analyze our different student groups, we see that there is significant need to improve our students' level of proficiency in mathematics, especially among our English Learners, Students with Disabilities, Hispanic/Latinx students, and Socioeconomically Disadvantaged Students. For specific student group data, see the metrics and baseline below.

### Expected Annual Measurable Outcomes

Metric/Indicator	Baseline	Expected Outcome
Mathematics CAASPP Data: All Students	25.7 points below standard in 2022 Math CAASPP	"All Students" will improve a minimum of 3 points on the 2023 Math CAASPP.
Mathematics CAASPP Data: English Learners	76.1 points below standard in 2022 Math CAASPP	English Learners will improve a minimum of 3 points on the 2023 Math CAASPP.
Mathematics CAASPP Data: Students with Disabilities	31 points below standard in 2022 Math CAASPP	Students with Disabilities will improve a minimum of 3 points on the 2023 Math CAASPP.
Mathematics CAASPP Data: Socioeconomically Disadvantaged	69.2 points below standard in 2022 Math CAASPP	Socioeconomically Disadvantaged students will improve a minimum of 3 points on the 2023 Math CAASPP.
Mathematics CAASPP Data: Hispanic/Latinx	70 points below standard in 2022 Math CAASPP	Hispanic/Latinx will improve a minimum of 3 points on the 2023 Math CAASPP.
Mathematics CAASPP Data: White	5.7 points above standard in 2022 Math CAASPP	White students will improve a minimum of 3 points on the 2023 Math CAASPP.
iReady Reading for All Students in Grades 1-5	62% of students met their Annual Typical Growth Target by T2 in 2023	100% of students will meet their Annual Typical Growth Target by May 2024

Metric/Indicator	Baseline	Expected Outcome
ESGI Math Subtests	Will be determining baseline following T1 assessments	All students will average at least 90% mastery on all subtests.

## Planned Strategies/Activities

### Strategy/Activity 1

Teachers and paraeducators will implement and support math instruction using the adopted math curriculum (Eureka) with fidelity. Staff will incorporate small group instruction into their practice which will support differentiated instruction within all classrooms.

#### Students to be Served by this Strategy/Activity

All students will be served by this activity.

#### Timeline

Ongoing throughout the 2023-2024 school year.

#### Person(s) Responsible

Certificated and Classified Staff

#### Proposed Expenditures for this Strategy/Activity

Amount	10,000
Source	Lottery: Instructional Materials
Budget Reference	4000-4999: Books And Supplies
Description	Math curricular materials

### Strategy/Activity 2

Professional Development for Staff and Parents. This may include mini-workshops during the instructional day as well as before/after school learning opportunities.

#### Students to be Served by this Strategy/Activity

All students will be served by this activity.

#### Timeline

Ongoing throughout the 2023-2024 school year.

#### Person(s) Responsible

Site Administrator, RTI Coordinator, Classroom Teachers, and Parent/Community Coordinator

#### Proposed Expenditures for this Strategy/Activity

Amount	8,000
Source	LCFF - Supplemental
Budget Reference	5800: Professional/Consulting Services And Operating Expenditures

<b>Description</b>	Conferences, workshops, collaboration, and articulation days will provide teachers the time and training to better meet the needs of their students. Materials for training and support.
<b>Amount</b>	2,000
<b>Source</b>	Title IV Part A: Student Support and Academic Enrichment
<b>Budget Reference</b>	5800: Professional/Consulting Services And Operating Expenditures
<b>Description</b>	Professional Development for training to strengthen best-practices for math instruction.

### Strategy/Activity 3

Math intervention both during the day and after school will be provided to those students who are in need of additional support. An Additional RTI Coordinator will assist in identifying students in need of intervention using iReady assessment data. Student progress will be routinely assessed throughout the year to identify students who need continued support.

#### Students to be Served by this Strategy/Activity

All students will be considered for these programs, but will be selected based on assessment data, teacher recommendation, and parental agreement.

#### Timeline

Ongoing throughout the 2023-2024 academic year.

#### Person(s) Responsible

Site Administration, RtI Coordinator and Classroom Teachers

#### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	103,078
<b>Source</b>	CARES Act
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	Salary of RTI Coordinator
<b>Amount</b>	5,000
<b>Source</b>	Lottery: Instructional Materials
<b>Budget Reference</b>	4000-4999: Books And Supplies
<b>Description</b>	Small group support in math with our Response to Intervention teacher and Learning Assistants. In addition, students will have access a computer software program to support math skill/concept * iReady Math
<b>Amount</b>	5,400
<b>Source</b>	CARES Act
<b>Budget Reference</b>	2000-2999: Classified Personnel Salaries
<b>Description</b>	Classified staff will tutor or provide small cohort support for at-risk students.

<b>Amount</b>	5,000
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	4000-4999: Books And Supplies
<b>Description</b>	Instructional materials, Math Running Records, and supplies to support student learning
<b>Amount</b>	38,554
<b>Source</b>	CARES Act
<b>Budget Reference</b>	2000-2999: Classified Personnel Salaries
<b>Description</b>	Paraeducators

### Strategy/Activity 4

Materials and supplies will be purchased for students and staff as supplemental curriculum and manipulatives to strengthen learning in math.

### Students to be Served by this Strategy/Activity

All students will be served by this activity.

### Timeline

Ongoing throughout the 2023-2024 academic year.

### Person(s) Responsible

Site Administrator, Rtl Coordinators, Paraeducators, and Classroom Teachers

### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	5,000
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	4000-4999: Books And Supplies
<b>Description</b>	Manipulatives, printed and electronic materials to support math instruction

# Goals, Strategies, & Proposed Expenditures

## Goal 3

### Subject

English Learner Progress

### Goal Statement

Our English Language Arts overall scale score will increase by at least three points so that our overall average scale score for all students will be at least 83.6 points below the standard on the 2024 English Language Arts CAASPP.

### LCAP Goal

Goal #1: All SCCS students will be prepared to successfully access post-secondary college and career opportunities.  
Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.  
Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.  
Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.  
Goal #6: SCCS will maintain strong communication and partnerships with its diverse community.

### Basis for this Goal

About 69% of our students are in the Moderately or Well-Developed range in the Writing Domain. In the Reading Domain, 67% of students scored in the Moderately or Well-Developed range of the Domain. In Overall Language, about 54% of our English Learners scored in the 3 or 4 Performance Levels, and about 46% scored at Levels 1 and 2.

In addition to the ELPAC, our district monitors our English Learner progress by using the CA Dashboard Academic Performance, Academic Engagement, School Conditions and Climate. In analyzing all of these data points, we see that supporting our English Learners in all areas needs to be a focus for our district. See below for specific English Learner metrics and data.

### Expected Annual Measurable Outcomes

Metric/Indicator	Baseline	Expected Outcome
English Language Arts CAASPP Data: English Learners	86.6 points below standard in 2022 English Language Arts CAASPP.	English Learners will improve a minimum of 3 points on the 2023 ELA CAASPP.
Mathematics CAASPP Data: English Learners	76.1 points below standard in 2022 Math CAASPP..	English Learners will improve a minimum of 3 points on the 2023 Math CAASPP.
ELPAC Data	50.7% of our students increased at least one ELPI level on the 2022 ELPAC.	55% of our students will increase by at least one ELPI level on the 2024 ELPAC assessment.
EL Student Suspensions	0%	Maintain 0%

### Planned Strategies/Activities

#### Strategy/Activity 1

Refining the practice of Integrated ELD through Professional Development, Administrator walkthroughs, peer observations, coaching, in the content areas of ELA, Math, and Science.

### Students to be Served by this Strategy/Activity

English Language Learners

### Timeline

Ongoing throughout the 2023-2024 academic year.

### Person(s) Responsible

Certificated Staff

### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	2,000
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	5000-5999: Services And Other Operating Expenditures
<b>Description</b>	Release time provided through substitute teachers

### Strategy/Activity 2

Parent training on ELPAC and in math to better understand the Reclassification process, the math program, and how they can support their child/children at home. Schedule time to provide explanations of the assessment process, test scores, and data to parents at ELAC, Parent Ed Nights, and Back To School Night.

### Students to be Served by this Strategy/Activity

English Language Learners

### Timeline

Ongoing throughout the 2023-2024 academic year.

### Person(s) Responsible

Certificated and Classified Staff

### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	3,000
<b>Source</b>	LCFF
<b>Budget Reference</b>	5000-5999: Services And Other Operating Expenditures
<b>Description</b>	Child Care cost and snacks for parents to increase attendance and participation
<b>Amount</b>	1,000
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	Extra work hours for teachers

<b>Amount</b>	1,000
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	2000-2999: Classified Personnel Salaries
<b>Description</b>	Extra work hours for classified staff

### Strategy/Activity 3

Staffing and materials to support the Language Review Team process and coordinate the ELPAC testing

#### Students to be Served by this Strategy/Activity

English Language Learners (LEP, RFEP, IFEP)

#### Timeline

Ongoing throughout the 2023-2024 academic year.

#### Person(s) Responsible

Site Administrator and Rtl Coordinator and ELPAC Coordinator

#### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	10,000
<b>Source</b>	CARES Act
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	English Learner Designee to organize Student Learning Team meetings, plan ELPAC schedule and testing, maintain records, and develop ELD programs.

### Strategy/Activity 4

Designated ELD for all English Language Learners. All ELLs will be grouped by proficiency levels for 20 minutes daily for ELD instruction.  
 Annual and weekly schedule will be created by each grade level that shows when ELD instruction will happen. Students at the higher levels of English Proficiency will receive ELD instruction based on an Individual Service Plan (ISP) that identifies standards to be learned.

#### Students to be Served by this Strategy/Activity

English Language Learners

#### Timeline

Ongoing throughout the 2022-2023 academic year.

#### Person(s) Responsible

Certificated and Classified Staff

#### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	5,000
<b>Source</b>	CARES Act

<b>Budget Reference</b>	2000-2999: Classified Personnel Salaries
<b>Description</b>	Classified (and Certificated staff when possible) will provide ELD tutoring or small cohort support for our most at-risk English Language Learners
<b>Amount</b>	3,000
<b>Source</b>	CARES Act
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	Extra work hours for teachers

## Strategy/Activity 5

Rtl Coordinator and Paraeducators will support English Learners' progress towards proficiency in English Language Arts with before, during and after school tutoring.

### Students to be Served by this Strategy/Activity

English Learner subgroup will be supported by this strategy/activity.

### Timeline

Ongoing throughout the 2023-2024 school year.

### Person(s) Responsible

Site Administrator & Rtl Coordinator

### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	30,839
<b>Source</b>	CARES Act
<b>Budget Reference</b>	2000-2999: Classified Personnel Salaries
<b>Description</b>	Academic Intervention support aide salaries for small group instruction based on student reading levels (Learning Assistants).
<b>Amount</b>	113,602
<b>Source</b>	LCFF - Base
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	RTI Coordinator Salary
<b>Amount</b>	37,542
<b>Source</b>	LCFF - Base
<b>Budget Reference</b>	2000-2999: Classified Personnel Salaries
<b>Description</b>	Academic Intervention Paraeducator salaries for small group instruction based on student reading levels.

## Strategy/Activity 6

Teachers include research based engagement strategies, such as Integrated English Language Development, in their instruction to support English Language Learning and all student learning.



### Students to be Served by this Strategy/Activity

All students will be served by this activity.

### Timeline

Ongoing throughout the 2023-24 school year

### Person(s) Responsible

Site Administrator and Classroom Teachers

### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	4,000
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	5800: Professional/Consulting Services And Operating Expenditures
<b>Description</b>	Professional Development costs and fees associated with developing best instructional practices for English Learners.

### Strategy/Activity 7

Initiate an educational initiative for students, parents and staff to improve the understanding of what the ELPAC with regard to how it is implemented and how student progress is communicated to stakeholders.

### Students to be Served by this Strategy/Activity

All students, parents, and staff

### Timeline

Ongoing throughout the 2023-24 school year

### Person(s) Responsible

Parent Community Coordinator, RTI Coordinators, Teachers, Administrator

### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	1,000
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	4000-4999: Books And Supplies
<b>Description</b>	Books, Office Supplies
<b>Amount</b>	1,000
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	Extra hourly for before/after school events
<b>Amount</b>	1,000
<b>Source</b>	LCFF - Supplemental

**Budget Reference**

2000-2999: Classified Personnel Salaries

**Description**

Extra hourly for before/after school events

# Goals, Strategies, & Proposed Expenditures

## Goal 4

### Subject

School Connectedness

### Goal Statement

Our schoolwide Chronic Absenteeism rate will decrease by 0.5% to an overall rate of 18.8%.

### LCAP Goal

Goal #1: All SCCS students will be prepared to successfully access post-secondary college and career opportunities.  
 Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.  
 Goal #6: SCCS will maintain strong communication and partnerships with its diverse community.

### Basis for this Goal

In analyzing the CA Dashboard chronic absenteeism data and suspension data, the California Healthy Kid Survey data, and the Socio-Emotional Health Survey, we see that a focus on School Connectedness is an area of need. When determining the level of school connectedness in our district, we are specifically looking at data related to students reporting they have supportive, caring relationships with adults, the curriculum, school activities are relevant and engaging, and there is a sense of student leadership and ownership on campus. Students are more likely to attend school when they feel connected to a nurturing and caring environment.

### Expected Annual Measurable Outcomes

Metric/Indicator	Baseline	Expected Outcome
Chronic Absenteeism: Percent of "All Students" absent more than 10% of the school year	18.8% chronically absent	We will decrease the percentage of chronically absent "All Students" by 0.5% or more.
Chronic Absenteeism: Percent of Students with Disabilities absent more than 10% of the school year	26.5% chronically absent	We will decrease the percentage of chronically absent Students with Disabilities by 0.5% or more.
Chronic Absenteeism: Percent of Socioeconomically Disadvantaged students absent more than 10% of the school year	33.1% chronically absent	We will decrease the percentage of chronically absent Socioeconomically Disadvantaged students by 0.5% or more.
Chronic Absenteeism: Percent of English Learners absent more than 10% of the school year	30% chronically absent	We will decrease the percentage of chronically absent English Learners by 0.5% or more.
Chronic Absenteeism: Percent of Hispanic students absent more than 10% of the school year	28.2% chronically absent	We will decrease the percentage of chronically absent Hispanic students by 0.5% or more.
Suspension: Percent of Students with Disabilities suspended once during the school year	0% suspended	We will not increase the percentage of suspended Students with Disabilities by more than 1%.

Metric/Indicator	Baseline	Expected Outcome
Infinite Campus Federal Chronic Absenteeism Report: Overall Absence Rate for All Students	6.7% Federal Absence Rate in May 2023	We will decrease the overall absence rate for all students by 0.5% or more.

## Planned Strategies/Activities

### Strategy/Activity 1

Positive Behavioral Instruction and Support (PBIS) principles and school wide expectations will be implemented school-wide. Support staff will communicate school wide expectations at grade level assemblies twice a year at strategic points. PBIS team will analyze behavior data from office referrals to monitor locations and types of behavior that need attention. We will promote Dragon Way expectations, as well as a system for student (and staff) recognition (Dragon Tickets and Drawings). Teachers will systematically implement school-wide expectations - The Dragon Way.

### Students to be Served by this Strategy/Activity

All student groups will be served.

### Timeline

Ongoing throughout the 2023-2024 academic year.

### Person(s) Responsible

Certificated and Classified Staff

### Proposed Expenditures for this Strategy/Activity

Amount	2,000
Source	LCFF - Supplemental
Budget Reference	4000-4999: Books And Supplies
Description	Cost of Materials & Supplies to Implement the Dragon Wheel: * Dragon Tickets * Calming Corner/Space * Second Step * WITS * Zones of Regulation * Playground Games and Rules * Behavior Forms for Minor and Major Referrals

### Strategy/Activity 2

We will improve school-wide attendance through identification of chronically absent and truant students, communication with staff and parents, and intervention through conferences, Tier/Student Study Team meetings and School Attendance Review Board referrals, as well as tutoring and/or small cohort support. We will develop a site-based system for address attendance issue. Some of which will include Attendance/Truancy letter revision to better communicate the importance of attendance and the consequences of missing school. In addition, teachers will receive information on Chronic Absenteeism, along with Truancy, to better address these issue within their classrooms. We will better incorporate attendance into our Tier/Student Study Team and School Leadership Team meetings to more promptly address attendance issues. We will involve the Nurse, Health Clerk, and School Community Coordinator in the process, so that other issues that may be affecting attendance can be more promptly addressed. We will look into the addition of a Student Attendance Award as a way to motivate students and parents to attend school daily.

### Students to be Served by this Strategy/Activity

All student groups will be served by this activity.

### Timeline

Ongoing throughout the 2023-2024 academic year.

### Person(s) Responsible

Certificated and Classified Staff

### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	4,000
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	2000-2999: Classified Personnel Salaries
<b>Description</b>	Classified Staff and extra hours
<b>Amount</b>	2,000
<b>Source</b>	CARES Act
<b>Budget Reference</b>	2000-2999: Classified Personnel Salaries
<b>Description</b>	Classified Staff and extra hours
<b>Amount</b>	2,000
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	Extra hours for teachers

### Strategy/Activity 3

Communicate with staff, students, and in particular, parents about our School-wide Behavior System (The Dragon Way), along with the curriculum Second Step and Soul Shoppe. We will communicate through newsletters, parent meetings, Back To School Night, our school website, and flyers information about our Dragon Way Program, including Walk away, Ignore, Talk it out, and Seek help, Soul Shoppe, and instruction in the areas of focus, Optimism and Growth Mindset. Cost of promotional materials.

### Students to be Served by this Strategy/Activity

All student groups will be served by this activity.

### Timeline

Ongoing throughout the 2023-2024 academic year.

### Person(s) Responsible

Site Administrator, Counselor, and classroom teachers

### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	3,000
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<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	4000-4999: Books And Supplies
<b>Description</b>	Materials and supplies to support learning social-emotional curriculum

### Strategy/Activity 4

Celebrations for Positive Student Behavior. We will reinforce positive student behavior through:

- \* Spirit Days
- \* Dragon Tickets and Dragon Ticket Winners
- \* Classroom Awards
- \* Dragon Way Awards Assemblies
- \* Dragon Way Celebration Assemblies
- \* Student Leadership
- \* After School Field Trips
- \* After School Extended Learning Experiences

### Students to be Served by this Strategy/Activity

All student groups will be served by this activity.

### Timeline

Ongoing throughout the 2023-2024 academic year.

### Person(s) Responsible

Site Administrator, Counselor, and classroom teachers

### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	3,000
<b>Source</b>	Lottery: Instructional Materials
<b>Budget Reference</b>	4000-4999: Books And Supplies
<b>Description</b>	Cost of materials and supplies to support reinforcement of positive behaviors
<b>Amount</b>	5,000
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	4000-4999: Books And Supplies
<b>Description</b>	Cost of materials for after school extended learning experiences

### Strategy/Activity 5

Improve student connectedness at school by providing transportation for field trips to local learning opportunities such as local museums, UCSC learning centers, state parks, etc. Providing transportation will improve student access to these supplemental learning experiences for all classes.

### Students to be Served by this Strategy/Activity

All student groups will be served by this activity.

### Timeline

Ongoing throughout the 2023-2024 school year.

## Person(s) Responsible

Certificated Teachers, Classified Staff and parent volunteer chaperones.

## Proposed Expenditures for this Strategy/Activity

Amount	10,000
Source	LCFF - Supplemental
Budget Reference	5000-5999: Services And Other Operating Expenditures
Description	Transportation costs associated with local field trips.

## Strategy/Activity 6

Student Referral System to better respond to student needs (Tiers staff-support meetings). This team will meet bi-monthly to identify students at risk based on attendance and engagement measures.

## Students to be Served by this Strategy/Activity

All Students

## Timeline

Ongoing throughout the 2023-2024 school year.

## Person(s) Responsible

Principal, School Counselor, and PART (Participation and Attendance Review Team)

## Proposed Expenditures for this Strategy/Activity

## Strategy/Activity 7

Provide parents training in technology (Seesaw, Google Classroom, Email, and Parent Portal with Infinite Campus to better support their children both in Independent Studies (quarantine) and in-person learning.

## Students to be Served by this Strategy/Activity

All student groups will be served by this activity.

## Timeline

Ongoing throughout the 2023-2024 school year.

## Person(s) Responsible

Principal and Rtl (Response to Intervention) Coordinator

## Proposed Expenditures for this Strategy/Activity

Amount	2,000
Source	LCFF - Supplemental
Budget Reference	5000-5999: Services And Other Operating Expenditures
Description	Provide funding for trainers and materials purchase and preparation.

## Strategy/Activity 8

We will increase parent participation in school and through organized groups (Parent-Teacher Conference, English Learner Advisory Committee, School Site Counsel, etc.). We will explore different ways of reaching out to encourage volunteerism, meeting participation, and parent education opportunities.

### Students to be Served by this Strategy/Activity

All student groups will be supported by this strategy/activity.

### Timeline

Ongoing throughout the 2023-2024 school year.

### Person(s) Responsible

Site Administrator, Parent/Community Coordinator, and Classroom Teachers

### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	3000
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	5800: Professional/Consulting Services And Operating Expenditures
<b>Description</b>	Fund for speakers, trainers, and materials



# Goals, Strategies, & Proposed Expenditures

## Goal 5

### Subject

### Goal Statement

### LCAP Goal

### Basis for this Goal

### Expected Annual Measurable Outcomes

Metric/Indicator

Baseline

Expected Outcome

### Planned Strategies/Activities

#### Strategy/Activity 1

Students to be Served by this Strategy/Activity

Timeline

Person(s) Responsible

Proposed Expenditures for this Strategy/Activity

# Annual Review and Update

SPSA Year Reviewed: 2022-23

## Goal 1

All students will make English Language Arts growth.

## Annual Measurable Outcomes

Metric/Indicator	Expected Outcomes	Actual Outcomes
English Language Arts CAASPP Data: All Students	"All Students" will improve a minimum of 3 points on the 2023 ELA CAASPP.	Data not yet available
English Language Arts CAASPP Data: English Learners	English Learners will improve a minimum of 3 points on the 2023 ELA CAASPP.	Data not yet available
English Language Arts CAASPP Data: Students with Disabilities	Students with Disabilities will improve a minimum of 3 points on the 2023 ELA CAASPP.	Data not yet available
English Language Arts CAASPP Data: Hispanic	Hispanic students will improve a minimum of 3 points on the 2023 ELA CAASPP.	Data not yet available
English Language Arts CAASPP Data: Socioeconomically Disadvantaged	Socioeconomically Disadvantaged students will improve a minimum of 3 points on the 2023 ELA CAASPP.	Data not yet available
iReady Reading for All Students in Grades 1-5	100% of students will meet their Annual Typical Growth Targets by May 2023	100% of students met their Annual Typical Growth Targets by May 2023. All students averaged Annual Typical Growth of 155%.
ESGI Phonics Assessment (TK and Kindergarten)	All students will average at least 90% mastery on all literacy subtests.	All students averaged 96% mastery of all literacy subtests by May 2023.

## Strategies/Activities for Goal 1

Planned Actions/Services	Actual Actions/Services
We will continue with a focus on developing best practices for teaching literacy at all grade levels through utilizing the Benchmark Workshop English Language Arts curriculum and supplemental instructional programs that have been proven to be effective.	Teachers implemented the Benchmark Workshop English Language Arts curriculum. They also used supplemental materials which they selected based on their specific programmatic needs with TWI and the Traditional programs.
Standards-based assessments will be used to guide and differentiate Language Arts instruction. We will disaggregate data by program (Traditional and TWI).	Reading assessments were given with Fountas & Pinnell as well as DRA. We also incorporated iReady Reading Diagnostics and tracked growth over each of the common assessment windows.
Professional Development for teachers to learn new programs, instructional strategies (Literacy Strategies), and to collaborate with colleagues. This may be accomplished through participation in	Professional development was provided in a variety of venues. Full day professional development occurred over a period of three days. Ten monthly early release minimum days were

**Planned  
Actions/Services**

conferences, workshops, peer observations, and grade level articulation.

Provide support in Spanish for our Dos Alas Program for students to develop their Spanish literacy skills.

Literacy Intervention, both during and after school, will address needs of struggling learners by providing phonics based instruction through SIPPS, Lexia, iReady, and writing support. Fund one Rtl Coordinator/ teacher; fund learning assistant to provide small group support for reading and assessment.

Student Learning Teams and Language Review Teams (3 times a year) Grade level teams meet with Rtl Coordinator to review student data (iReady, Lexia, F&P, and other assessment tools) following trimester assessments.

Purchase additional supplies, materials and equipment to support the academic literacy development of all students.

Implement the adopted ELA/ELD Curricular Program School-wide and with fidelity and provide teachers time to learn the program and plan instruction. All teachers will implement, with fidelity, the new ELA/ELD curriculum during a consistent and designed time of day.

The teaching of Science that is consistent with the Next Generation Science Standards through the implementation of STEM lesson design, FOSS Kits, and exploratory learning throughout the year. Teachers will work together during grade level and Professional Learning Communities (PLC) time to plan activities that integrate Science with the instruction of Language Arts. Opportunities to extend learning will be offered after school.

**Actual  
Actions/Services**

used for professional development over the course of the year. We also utilized staff meetings as needed as well as release time for teachers to meet together in PLCs.

A limited number of at-risk students participated in after school reading groups with their classroom teacher or a teacher at their grade level.

iReady Diagnostic formative assessment data was shared and analyzed at professional development training with build instructional programs and planning for small group instruction.

**Analysis**

Describe the overall implementation of the strategies/activities to achieve the articulated goal.

Goal #1 was implemented in the following way:

RTI Coordinators and Academic Intervention Paraeducators pulled small reading groups throughout the 2022-23 school year.

A team of teachers attended a conference with the California Association for Bilingual Education.

Teachers met in PLCs throughout the year to review student progress and plan academic interventions with RTI coordinators.

Instructional planning was data-driven with an emphasis on reviewing early literacy assessment data as well as iReady and one-on-one individual reading assessments (Fountas & Pinnell/DRA).

Intervention groups were created collaboratively using common assessment which was gathered multiple times throughout the school year.

Describe the overall effectiveness of the strategies/activities to achieve the articulated goal as measured by the school.

With our iReady Reading assessment, the median percent progress towards Typical Growth for DeLaveaga was 156%. Typical Growth is the average annual growth for a student at their grade and baseline placement level.

Explain any material differences between the Proposed Expenditures and Estimated Actual Expenditures.

Paraeducator/staff was not hired to the extent planned due to staffing shortages. UCSC students were hired but needed to work in a limited capacity due to scheduling conflicts.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

We will measure progress based on overall improvement using the Distance From Standard measurement for CAASPP English Language Arts which takes into account measurable academic growth through scale score analysis. Therefore, students can still be seen to make progress within a proficiency band as long as their scale score increases.

# Annual Review and Update

SPSA Year Reviewed: 2022-23

## Goal 2

All students will make mathematic growth.

## Annual Measurable Outcomes

Metric/Indicator	Expected Outcomes	Actual Outcomes
Mathematics CAASPP Data: All Students	"All Students" will improve a minimum of 3 points on the 2023 Math CAASPP.	Data not yet available
Mathematics CAASPP Data: English Learners	English Learners will improve a minimum of 3 points on the 2023 Math CAASPP.	Data not yet available
Mathematics CAASPP Data: Students with Disabilities	Students with Disabilities will improve a minimum of 3 points on the 2023 Math CAASPP.	Data not yet available
Mathematics CAASPP Data: Socioeconomically Disadvantaged	Socioeconomically Disadvantaged students will improve a minimum of 3 points on the 2023 Math CAASPP.	Data not yet available
Mathematics CAASPP Data: Hispanic/Latinx	Hispanic/Latinx will improve a minimum of 3 points on the 2023 Math CAASPP.	Data not yet available
Mathematics CAASPP Data: White	White students will improve a minimum of 3 points on the 2023 Math CAASPP.	Data not yet available
iReady Reading for All Students in Grades 1-5	All students will meet their Annual Typical Growth Targets by Spring 2023	All students had an average Annual Typical Growth of 108% for the iReady Math Diagnostic.

## Strategies/Activities for Goal 2

Planned Actions/Services	Actual Actions/Services
Teachers and paraeducators will implement and support math instruction using the adopted math curriculum (Eureka) with fidelity. There will be a designated time during the day for math instruction for each grade level.	Teachers implemented the Eureka Math curriculum. They used supplemental instructional tools like iReady MyPath to more closely monitor and support instructional programming for specific student needs.
Professional Development for Staff and Parents	Teachers implemented math running records for formative assessments. This gave them insights to gaps in learning which could be addressed with RTI support.
Math intervention both during the day and after school will be provided to those students who are in need of additional support. An Additional RtI Coordinator will assist in identifying students in	Paraeducators for Academic Intervention worked with students in small groups to facilitate differentiated learning based on ability and need.

**Planned  
Actions/Services**

**Actual  
Actions/Services**

need of intervention using iReady assessment data.

Materials and supplies will be purchased for students and staff as supplemental curriculum and manipulatives to strengthen learning in math.

**Analysis**

Describe the overall implementation of the strategies/activities to achieve the articulated goal.

Goal #2 was implemented in the following way:

Professional development was provided to help teachers make sense of diagnostic math assessment data from iReady. PLC meetings were geared towards supporting teachers with pacing and planning of math instruction to ensure grade-level standards were taught. RTI Coordinator and paraeducators taught interventions in small math groups throughout the 22-23 school year. RTI Coordinators performed instructional walks at other schools to glean best practices which could be transferred and create benefit for DeLaveaga.

Describe the overall effectiveness of the strategies/activities to achieve the articulated goal as measured by the school.

With our iReady Math assessment, the median percent progress towards Typical Growth for this school was 108%. Typical Growth is the average annual growth for a student at their grade and baseline placement level.

Explain any material differences between the Proposed Expenditures and Estimated Actual Expenditures.

There are no major material differences between proposed and actual expenditures.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

We will measure progress based on overall improvement using the Distance From Standard measurement for CAASPP Mathematics which takes into account measurable academic growth through scale score analysis. Therefore, students can still be seen to make progress within a proficiency band as long as their scale score increases.

# Annual Review and Update

SPSA Year Reviewed: 2022-23

## Goal 3

All English Learners will be academically successful.

## Annual Measurable Outcomes

Metric/Indicator	Expected Outcomes	Actual Outcomes
English Language Arts CAASPP Data: English Learners	English Learners will improve a minimum of 3 points on the 2023 ELA CAASPP.	Data not yet available
Mathematics CAASPP Data: English Learners	English Learners will improve a minimum of 3 points on the 2023 Math CAASPP.	Data not yet available
ELPAC Data	65% will score at a Level 3 or 4.	Data not yet available
EL Student Suspensions	Maintain 0%	No students were suspended from school.

## Strategies/Activities for Goal 3

Planned Actions/Services	Actual Actions/Services
Refining the practice of Integrated ELD through Professional Development, Administrator walkthroughs, peer observations, coaching, in the content areas of ELA, Math, and Science.	Designated English Language Development was added to the master calendar to ensure specific language needs are being met for English Learners daily.
Parent training on ELPAC and in math to better understand the Reclassification process, the math program, and how they can support their child/children at home. Schedule time to provide explanations of the assessment process, test scores, and data to parents at ELAC, Family Math Nights, and Back To School Night.	The English Learner Advisory Committee facilitated parent education opportunities where parts of the ELPAC were reviewed and families learned of the reclassification requirements for students to be identified as Fluent English Proficient.
Staffing and materials to support the Language Review Team process and coordinate the ELPAC testing	An after school program called Listos was implemented to support about 20 English Learners to extend their instructional day and provide supplemental instruction to improve their English Language Arts skills. Students in need were identified through the iReady Diagnostic assessment given to students three times each year.
Designated ELD for all English Language Learners. All ELLs will be grouped by proficiency levels for 20 minutes daily for ELD instruction. Annual and weekly schedule will be created by each grade level that shows when ELD instruction will happen.	

**Planned  
Actions/Services**

**Actual  
Actions/Services**

Students at the higher levels of English Proficiency will receive ELD instruction based on an Individual Service Plan (ISP) that identifies standards to be learned.

RtI Coordinator and Paraeducators will support English Learners' progress towards proficiency in English Language Arts.

Teachers include research based engagement strategies, such as Integrated English Language Development, in their instruction to support English Language Learning and all student learning.

**Analysis**

Describe the overall implementation of the strategies/activities to achieve the articulated goal.

Goal #3 was implemented in the following way:

Professional development was provided to help teachers develop their Designated English Language Development programs at each grade level.  
Teachers intentionally focused on developing writing skills after analyzing ELPAC scores for EL students.  
RTI Coordinator and paraeducators taught interventions after school throughout the 2022-23 school year.  
An ELD instructional consultant from the secondary level worked with our teacher teams to improve ELD instruction.

Describe the overall effectiveness of the strategies/activities to achieve the articulated goal as measured by the school.

With the iReady Reading assessment given to EL students three times a year, the median percent progress towards Typical Growth for this group was 114%. Typical Growth is the average annual growth for a student at their grade and baseline placement level.

Explain any material differences between the Proposed Expenditures and Estimated Actual Expenditures.

There are no major material differences between proposed and actual expenditures.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

We will measure progress based on overall improvement using the Distance From Standard measurement for CAASPP English Language Arts which takes into account measurable academic growth through scale score analysis. Therefore, students can still be seen to make progress within a proficiency band as long as their scale score increases.



# Annual Review and Update

## SPSA Year Reviewed: 2022-23

### Goal 4

All students will feel connected to their school.

### Annual Measurable Outcomes

Metric/Indicator	Expected Outcomes	Actual Outcomes
Chronic Absenteeism: Percent of "All Students" absent more than 10% of the school year	We will decrease the percentage of chronically absent "All Students" by .5% or more.	In 2021-22, 19.3% of our 486 students were chronically absent. After 176 school days in the 2022-23 school year, 9.8% of all students fit the definition of chronically absent.
Chronic Absenteeism: Percent of Students with Disabilities absent more than 10% of the school year	We will decrease the percentage of chronically absent Students with Disabilities by .5% or more.	In 2021-22, 26.5% of our Students with Disabilities were chronically absent. Data not yet available for 22-23.
Chronic Absenteeism: Percent of Socioeconomically Disadvantaged students absent more than 10% of the school year	We will decrease the percentage of chronically absent Socioeconomically Disadvantaged students by .5% or more.	In 2021-22, 33.1% of our Socioeconomically Disadvantaged students were chronically absent. Data not yet available for 22-23.
Chronic Absenteeism: Percent of English Learners absent more than 10% of the school year	We will decrease the percentage of chronically absent English Learners by .5% or more.	In 2021-22, 30% of our English Learners were chronically absent. Data not yet available for 22-23.
Chronic Absenteeism: Percent of Hispanic students absent more than 10% of the school year	We will decrease the percentage of chronically absent Hispanic students by .5% or more.	In 2021-22, 28.2% of our Hispanic students were chronically absent. Data not yet available for 22-23.
Suspension: Percent of Students with Disabilities suspended once during the school year	We will decrease the percentage of suspended Students with Disabilities to less than 1%.	In 2021-22, 0% of our Students with Disabilities was suspended. Data not yet available for 22-23.
Average rate of absence for all students.	Our average rate of absence for all students will decrease by 0.5%.	After 176 school days in the 2022-23 school year, our average absence rate for every student was 6.7%.

### Strategies/Activities for Goal 4

Planned Actions/Services	Actual Actions/Services
Positive Behavioral Instruction and Support (PBIS) principles and school wide expectations will be implemented school-wide. Support staff will communicate school wide expectations at grade level assemblies twice a year at strategic points. PBIS team will analyze behavior data from office referrals to monitor locations and types of behavior that need attention. We will promote Dragon Way expectations, as well as a system for student (and staff) recognition (Dragon Tickets and Drawings).	Dragon Way principles of Respect, Responsibility, and Safety were introduced to students at the beginning of the year through assemblies and were reinforced throughout the school year. Students were recognized for exemplary effort in these areas by their teachers and the principal.

**Planned  
Actions/Services**

**Actual  
Actions/Services**

Teachers will systematically implement school-wide expectations - The Dragon Way.

We will improve school-wide attendance through identification of chronically absent and truant students, communication with staff and parents, and intervention through conferences, Tier/Student Study Team meetings and School Attendance Review Board referrals, as well as tutoring and/or small cohort support. We will develop a site-based system for address attendance issue. Some of which will include Attendance/Truancy letter revision to better communicate the importance of attendance and the consequences of missing school. In addition, teachers will receive information on Chronic Absenteeism, along with Truancy, to better address these issue within their classrooms. We will better incorporate attendance into our Tier/Student Study Team and School Leadership Team meetings to more promptly address attendance issues. We will involve the Nurse, Health Clerk, and School Community Coordinator in the process, so that other issues that may be affecting attendance can be more promptly addressed. We will look into the addition of a Student Attendance Award as a way to motivate students and parents to attend school daily.

A social worker reviewed cases with our Participation and Attendance Review Team. We setup conferences with families to support them with school attendance for their student.

Communicate with staff, students, and in particular, parents about our School-wide Behavior System (The Dragon Way), along with the curriculum Second Step and Soul Shoppe. We will communicate through newsletters, parent meetings, Back To School Night, our school website, and flyers information about our Dragon Way Program, including Walk away, Ignore, Talk it out, and Seek help, Soul Shoppe, and instruction in the areas of focus, Optimism and Growth Mindset. Cost of promotional materials.

Dragon Tickets were used to positively recognize students and there was a system in place for public recognition in their classrooms as well as weekly announcements over the intercom.

Celebrations for Positive Student Behavior. We will reinforce positive student behavior through:

- \* Spirit Days
- \* Dragon Tickets and Dragon Ticket Winners
- \* Classroom Awards
- \* Dragon Way Awards Assemblies
- \* Dragon Way Celebration Assemblies
- \* Student Leadership
- \* After School Field Trips
- \* After School Extended Learning Experiences

PBIS Techs were assigned to students who needed more intensive support, establishing a system to reward good behavior while also providing breaks as needed. These support personnel grew relationships with students to help guide them with school expectations with a focus on safety.

Improve student connectedness at school by providing learning opportunities using Playworks Games and strategies for all staff to facilitate positive student interactions through play.

**Planned  
Actions/Services**

**Actual  
Actions/Services**

Student Referral System to better respond to student needs (Tiers staff-support meetings). This team will meet bi-monthly to identify students at risk based on attendance and engagement measures.

Provide parents training in technology (Seesaw, Google Classroom, Email, and Parent Portal with Infinite Campus to better support their children both in Independent Studies (quarantine) and in-person learning.

We will increase parent participation in school and through organized groups (Parent-Teacher Conference, English Learner Advisory Committee, School Site Counsel, etc.). We will explore different ways of reaching out to encourage volunteerism, meeting participation, and parent education opportunities.

**Analysis**

Describe the overall implementation of the strategies/activities to achieve the articulated goal.

Goal #3 was implemented in the following way:

A school-wide effort to reinforce the Dragon Way through assemblies, training, and a school chant.

The "mindful minute" was announced with a soft chime which helped every student have the opportunity to practice deep breathing and relaxation for at least one minute during the day.

Second Step Digital was taught in classrooms to reinforce Social Emotional Learning.

A two-day professional development was implemented after the end of the school year to reflect on practices implemented and create new ones for the coming year.

Describe the overall effectiveness of the strategies/activities to achieve the articulated goal as measured by the school.

After 176 school days in the 2022-23 school year, 9.8% of all students fit the definition of chronically absent. This was an improvement over our pre-pandemic rate of 12.5% in 2019.

Explain any material differences between the Proposed Expenditures and Estimated Actual Expenditures.

There are no major material differences between proposed and actual expenditures.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

We will continue to use the overall Federal Chronic Absenteeism rate to review our progress. We will also use the Absence Rate report generated by our student information system to monitor and review progress toward school connectedness and engagement for all students.

# Annual Review and Update

SPSA Year Reviewed: 2022-23

## Goal 5

## Annual Measurable Outcomes

Metric/Indicator

Expected Outcomes

Actual Outcomes

## Strategies/Activities for Goal 5

Planned  
Actions/Services

Actual  
Actions/Services

## Analysis

Describe the overall implementation of the strategies/activities to achieve the articulated goal.

Describe the overall effectiveness of the strategies/activities to achieve the articulated goal as measured by the school.

Explain any material differences between the Proposed Expenditures and Estimated Actual Expenditures.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

# Budget Summary and Consolidation

The Budget Summary is required for schools funded through the ConApp. The Consolidation of Funds is required for a school receiving funds allocated through the ConApp and consolidating those funds as part of a schoolwide program.

## Budget Summary

Description	Amount
Total Funds Provided to the School Through the Consolidated Application	
Total Funds Budgeted for Strategies to Meet the Goals in the SPSA	709,595.00

## Allocations by Funding Source

Funding Source	Amount	Balance
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## Expenditures by Funding Source

Funding Source	Amount
CARES Act	202,871.00
LCFF	3,000.00
LCFF - Base	327,724.00
LCFF - Supplemental	118,000.00
Lottery: Instructional Materials	51,000.00
Title II Part A: Improving Teacher Quality	5,000.00
Title IV Part A: Student Support and Academic Enrichment	2,000.00

## Expenditures by Budget Reference

Budget Reference	Amount
1000-1999: Certificated Personnel Salaries	360,282.00
2000-2999: Classified Personnel Salaries	200,313.00
4000-4999: Books And Supplies	105,000.00
5000-5999: Services And Other Operating Expenditures	19,000.00
5800: Professional/Consulting Services And Operating Expenditures	25,000.00

## Expenditures by Budget Reference and Funding Source

Budget Reference	Funding Source	Amount
1000-1999: Certificated Personnel Salaries	CARES Act	116,078.00
2000-2999: Classified Personnel Salaries	CARES Act	86,793.00
5000-5999: Services And Other Operating Expenditures	LCFF	3,000.00
1000-1999: Certificated Personnel Salaries	LCFF - Base	227,204.00
2000-2999: Classified Personnel Salaries	LCFF - Base	100,520.00
1000-1999: Certificated Personnel Salaries	LCFF - Supplemental	17,000.00
2000-2999: Classified Personnel Salaries	LCFF - Supplemental	13,000.00
4000-4999: Books And Supplies	LCFF - Supplemental	54,000.00
5000-5999: Services And Other Operating Expenditures	LCFF - Supplemental	14,000.00
5800: Professional/Consulting Services And Operating Expenditures	LCFF - Supplemental	20,000.00
4000-4999: Books And Supplies	Lottery: Instructional Materials	51,000.00
5000-5999: Services And Other Operating Expenditures	Title II Part A: Improving Teacher Quality	2,000.00
5800: Professional/Consulting Services And Operating Expenditures	Title II Part A: Improving Teacher Quality	3,000.00
5800: Professional/Consulting Services And Operating Expenditures	Title IV Part A: Student Support and Academic Enrichment	2,000.00



# School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

- 1 School Principal
- 3 Classroom Teachers
- 1 Other School Staff
- 5 Parent or Community Members

Name of Members	Role
Thien Hua	Principal
Elizabeth Becerra	Other School Staff
Amanda Conger	Classroom Teacher
Shanna Kiesz	Classroom Teacher
Jennifer Villareal	Classroom Teacher
Jessy Beckett Parr	Parent or Community Member
Maura Dell	Parent or Community Member
Emilyn Green	Parent or Community Member
Tyler Newell	Parent or Community Member
Juliana Reyes	Parent or Community Member

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

# Recommendations and Assurances

The School Site Council (SSC) recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the School Plan for Student Achievement (SPSA) requiring board approval.

The SSC sought and considered all recommendations from the following groups or committees before adopting this plan:

**Signature**

**Committee or Advisory Group Name**

English Learner Advisory Committee

The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

This SPSA was adopted by the SSC at a public meeting on May 18, 2023.

Attested:

Principal, Thien Hua on May 18, 2023

SSC Chairperson, Jessy Beckett Parr on May 18, 2023

# School Plan for Student Achievement (SPSA) Template

Instructions and requirements for completing the SPSA template may be found in the SPSA Template Instructions.

School Name	County-District-School (CDS) Code	Schoolsite Council (SSC) Approval Date	Local Board Approval Date
Gault Elementary School	44698156049894	May 18, 2023	June 14, 2023

## Purpose and Description

Briefly describe the purpose of this plan (Select from Schoolwide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

Additional Targeted Support and Improvement

Gault qualified for Additional Targeted Support and Improvement (ATSI) because of very high suspensions and chronic absenteeism for white students.

Briefly describe the school's plan for effectively meeting the ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

This plan will describe the ways the school will support students to make academic growth and reach high achievement levels.

# Comprehensive Needs Assessment Components

## Data Analysis

Please refer to the School and Student Performance Data section where an analysis is provided.

## Surveys

This section provides a description of surveys (i.e., Student, Parent, Teacher) used during the school-year, and a summary of results from the survey(s).

Each year, Santa Cruz City Schools publishes an Annual Family, Student and Staff Survey with results aggregated by school site. Results from Gault's 2022-23 surveys are as follows:

### Family Survey

Please rate your level of agreement with the following statements:

- "I feel that my child is appropriately challenged in school" 89%
- "I feel that my child's school recognizes and values student accomplishments" 88%
- "When academics are challenging, I feel that my child's school supports my child to do better and improve" 83%
- "My child feels safe at school" 89%
- "I feel that teachers have high expectations for all students at my child's school" 55%
- "My child's school and the district seeks my input and ideas in decision making" 63%
- "When I contact my child's school, I receive courteous attention" 83%
- "I receive sufficient information regarding my child's education program, progress and needs" 84%
- "I feel that I receive clear and relevant communication about school and district related events and issues" 84%
- "I know who to go to with a problem or concern" 72%
- "The school website is clear and accessible" 55%

### Student Survey

Please rate your level of agreement with the following statements:

- "I feel connected and engaged with school" 89%
- "I feel that the school recognizes and values student accomplishments" 95%
- "When academics are challenging, I feel my school supports me well to do better and improve" 83%
- "When I have problems or challenges, I feel that there are adults at the school to help and support" 86%
- "All students are well-supported to improve academically" 95%
- "(If you are an English Learner) I feel there are enough supports for me to learn and improve my spoken and written English to progress at school" 67%
- "I feel safe at my school" 85%
- "I feel that teachers and administrators care about all students" 97%
- "My school is clean and well-maintained" 80%
- "I feel that teachers have high expectations for all students" 87%

### Staff Survey

Please rate your level of agreement with the following statements:

- "Students feel connected and engaged at my school" 85%
- "I feel that my school recognizes and values student accomplishments" 96%
- "When academics are challenging, my school supports students to do better and improve" 93%
- "When students have personal problems or challenges, adults at my school work to help and support them" 89%
- Please rate your level of agreement with the following statement, "Under-performing students are well supported to improve academically at my school" 78%
- "I feel there are enough supports for English Learners progress at my school" 78%
- "Students feel safe at my school" 85%
- "My school is clean and well-maintained" 82%
- "I feel that teachers have high expectations for all students" 82%

## Classroom Observations

This section provides a description of types and frequency of classroom observations conducted during the school-year and a summary of findings.

Administrator conducts bi-yearly observations, evaluations of certificated staff for those that are tenured, yearly for temporary and probationary certificated staff. Classified staff are evaluated yearly. Principals conducts weekly walk thrus to check in classrooms and keep pulse of the school.

## Analysis of Current Instructional Program

The following statements are derived from the Elementary and Secondary Education Act (ESEA) of 1965 and Essential Program Components (EPCs). In conjunction with the needs assessments, these categories may be used to discuss and develop critical findings that characterize current instructional practice for numerically significant subgroups as well as individual students who are:

- Not meeting performance goals
- Meeting performance goals
- Exceeding performance goals

Discussion of each of these statements should result in succinct and focused findings based on verifiable facts. Avoid vague or general descriptions. Each successive school plan should examine the status of these findings and note progress made. Special consideration should be given to any practices, policies, or procedures found to be noncompliant through ongoing monitoring of categorical programs.

## Standards, Assessment, and Accountability

Use of state and local assessments to modify instruction and improve student achievement (ESEA)

ELPAC  
Mid and Summative Modules from Eureka Math  
Eureka math exit tickets  
SBAC  
iReady math and reading three times per year  
Fountas and Pinnell reading assessments

Use of data to monitor student progress on curriculum-embedded assessments and modify instruction (EPC)

Local Assessments, Data cycles, Student Learning Teams, Trimester Assessments, Ongoing assessments.

## Staffing and Professional Development

Status of meeting requirements for highly qualified staff (ESEA)

All teachers employed to teach core academics subjects are "highly qualified" as defined by federal law and State Board of Education. SCCS met standard on this requirement as reported on the California School Dashboard - Local Indicators.

Sufficiency of credentialed teachers and teacher professional development (e.g., access to instructional materials training on SBE-adopted instructional materials) (EPC)

PD Days  
Math Coach - observations  
Peer observations  
New teacher project  
Formal evaluations/ projects according to contract

SCCS met standard on this requirement as reported on the California School Dashboard - Local Indicators.

Alignment of staff development to content standards, assessed student performance, and professional needs (ESEA)

Common Core  
Site visits  
Peer Observations

Ongoing instructional assistance and support for teachers (e.g., use of content experts and instructional coaches) (EPC)

Math Coach  
Literacy Coach  
New Teacher Project  
ELIRT

Teacher collaboration by grade level (kindergarten through grade eight [K–8]) and department (grades nine through twelve) (EPC)

PLCs  
Grade level teams  
Professional development first Wednesday of the Month, Grade Level Meetings PLC work  
Release time for GLAD strategies planning

## Teaching and Learning

Alignment of curriculum, instruction, and materials to content and performance standards (ESEA)

Math: Eureka Math, iReady My Path, Power Standards, Number talks, math workshop  
ELA: Benchmark Workshop: Readers workshop, Phonics workshop and writers workshop  
Social Studies: TCI Social Studies Alive!  
Science: FOSS  
ELD: Benchmark advance

Adherence to recommended instructional minutes for reading/language arts and mathematics (K–8) (EPC)

All students are provided grade level core instruction in math and English language arts,  
Additional instructional time for tier 2 and 3  
In addition students are provided with differentiated instruction in Reading through the Walk To Read Program

Lesson pacing schedule (K–8) and master schedule flexibility for sufficient numbers of intervention courses (EPC)

All grade levels have pacing guides for all subjects throughout the year.

Availability of standards-based instructional materials appropriate to all student groups (ESEA)

SCCS met standard on this requirement as reported on the California School Dashboard - Local Indicators. All teachers and students have access to instructional materials.

Use of SBE-adopted and standards-aligned instructional materials, including intervention materials, and for high school students, access to standards-aligned core courses (EPC)

Math: Eureka Math, iReady My Path, Power Standards, Number talks, math workshop  
ELA: Benchmark Workshop: Readers workshop, Phonics workshop and writers workshop  
Social Studies: TCI Social Studies Alive!  
Science: FOSS  
ELD: Benchmark advance

## Opportunity and Equal Educational Access

Services provided by the regular program that enable underperforming students to meet standards (ESEA)

Push in intervention  
Tier 2 and 3 intervention groups  
Lexia English and Lexia reading  
iReady MyPath math  
Benchmark Phonics Intervention curriculum for Tier 2 and 3  
Do the Math intervention curriculum for Tier 2 and 3

Evidence-based educational practices to raise student achievement

Differentiated instruction  
Systematic ELD  
Workshop model in math and reading  
Intervention  
High Impact strategies

## Parental Engagement

Resources available from family, school, district, and community to assist under-achieving students (ESEA)

ASES  
Church ladies  
Listos intervention  
Corre la Voz, Quantum Leap (University of California collaborations)  
Newsletters to Community  
Website  
Partners with Beach Flats Community Center

Involvement of parents, community representatives, classroom teachers, other school personnel, and students in secondary schools, in the planning, implementation, and evaluation of ConApp programs (5 California Code of Regulations 3932)

District Advisory Committee  
ELAC / DELAC  
Site Council

## Funding

Services provided by categorical funds that enable underperforming students to meet standards (ESEA)

RTI coordinator, Math Coach, translation of written materials, parent meetings, conferences, release time for professional development, peer observations, technology, math materials.

Fiscal support (EPC)

LCFF supplemental  
LCFF Base  
Title I  
Title IV  
CARES Act  
Donations

## Educational Partner Involvement

How, when, and with whom did the school consult as part of the planning process for this SPSA/Annual Review and Update?

### Involvement Process for the SPSA and Annual Review and Update

Our School site council meets quarterly to give input to the single plan. Our GPTO and ELAC also has opportunities monthly to communicate information to administration and staff to better inform our site plan. Site leadership team also reviews goals and metrics on an annual basis.

## Resource Inequities

Briefly identify and describe any resource inequities identified as a result of the required needs assessment, as applicable.



# School and Student Performance Data

## Student Enrollment Enrollment By Student Group

Student Enrollment by Subgroup						
Student Group	Percent of Enrollment			Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23
American Indian	%	%	0%			0
African American	1.0%	1.65%	0.65%	3	5	2
Asian	0.3%	0.66%	0.65%	1	2	2
Filipino	%	0.33%	0.32%		1	1
Hispanic/Latino	68.4%	67.99%	67.74%	199	206	210
Pacific Islander	0.3%	0.33%	0.32%	1	1	1
White	28.2%	24.75%	25.81%	82	75	80
Multiple/No Response	1.7%	3.30%	3.55%	5	10	11
	<b>Total Enrollment</b>			291	303	310

## Student Enrollment Enrollment By Grade Level

Student Enrollment by Grade Level			
Grade	Number of Students		
	20-21	21-22	22-23
Kindergarten	45	68	64
Grade 1	59	43	56
Grade 2	36	63	36
Grade3	57	35	60
Grade 4	33	57	38
Grade 5	61	37	56
<b>Total Enrollment</b>	291	303	310

### Conclusions based on this data:

1. Gault Elementary has seen a continuous decline in enrollment over the past 4 years. We attribute this decline to the rising housing costs in our neighborhood and surrounding areas.

# School and Student Performance Data

## Student Enrollment English Learner (EL) Enrollment

English Learner (EL) Enrollment						
Student Group	Number of Students			Percent of Students		
	20-21	21-22	22-23	20-21	21-22	22-23
English Learners	116	138	131	39.90%	45.5%	42.3%
Fluent English Proficient (FEP)	23	23	31	7.90%	7.6%	10.0%
Reclassified Fluent English Proficient (RFEP)	10			8.6%		

### Conclusions based on this data:

1. Gault has a significant number of second language learners many of whom reside in the Beach Flats and lower Ocean neighborhoods.

# School and Student Performance Data

## CAASPP Results English Language Arts/Literacy (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3	53	36		0	36		0	36		0.0	100.0	
Grade 4	33	53		0	51		0	51		0.0	96.2	
Grade 5	63	36		0	35		0	35		0.0	97.2	
All Grades	149	125		0	122		0	122		0.0	97.6	

The "% of Enrolled Students Tested" showing in this table is not the same as "Participation Rate" for federal accountability purposes.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		2418.			16.67			25.00			38.89			19.44	
Grade 4		2466.			19.61			33.33			9.80			37.25	
Grade 5		2491.			20.00			31.43			17.14			31.43	
All Grades	N/A	N/A	N/A		18.85			30.33			20.49			30.33	

Reading Demonstrating understanding of literary and non-fictional texts												
Grade Level	% Above Standard			% At or Near Standard			% Below Standard					
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23			
Grade 3		13.89			69.44			16.67				
Grade 4		13.73			60.78			25.49				
Grade 5		17.14			54.29			28.57				
All Grades		14.75			61.48			23.77				

Writing Producing clear and purposeful writing									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		13.89			61.11			25.00	
Grade 4		17.65			54.90			27.45	
Grade 5		17.14			60.00			22.86	
All Grades		16.39			58.20			25.41	

<b>Listening</b>									
<b>Demonstrating effective communication skills</b>									
<b>Grade Level</b>	<b>% Above Standard</b>			<b>% At or Near Standard</b>			<b>% Below Standard</b>		
	<b>20-21</b>	<b>21-22</b>	<b>22-23</b>	<b>20-21</b>	<b>21-22</b>	<b>22-23</b>	<b>20-21</b>	<b>21-22</b>	<b>22-23</b>
<b>Grade 3</b>		8.33			66.67			25.00	
<b>Grade 4</b>		11.76			68.63			19.61	
<b>Grade 5</b>		11.43			68.57			20.00	
<b>All Grades</b>		10.66			68.03			21.31	

<b>Research/Inquiry</b>									
<b>Investigating, analyzing, and presenting information</b>									
<b>Grade Level</b>	<b>% Above Standard</b>			<b>% At or Near Standard</b>			<b>% Below Standard</b>		
	<b>20-21</b>	<b>21-22</b>	<b>22-23</b>	<b>20-21</b>	<b>21-22</b>	<b>22-23</b>	<b>20-21</b>	<b>21-22</b>	<b>22-23</b>
<b>Grade 3</b>		13.89			77.78			8.33	
<b>Grade 4</b>		23.53			62.75			13.73	
<b>Grade 5</b>		20.00			57.14			22.86	
<b>All Grades</b>		19.67			65.57			14.75	

**Conclusions based on this data:**

1. Writing and listening are two areas that need attention.

# School and Student Performance Data

## CAASPP Results Mathematics (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3	53	36		0	36		0	36		0.0	100.0	
Grade 4	33	53		0	51		0	51		0.0	96.2	
Grade 5	63	36		0	36		0	36		0.0	100.0	
All Grades	149	125		0	123		0	123		0.0	98.4	

\* The “% of Enrolled Students Tested” showing in this table is not the same as “Participation Rate” for federal accountability purposes.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		2412.			16.67			19.44			25.00			38.89	
Grade 4		2437.			7.84			21.57			31.37			39.22	
Grade 5		2468.			11.11			16.67			27.78			44.44	
All Grades	N/A	N/A	N/A		11.38			19.51			28.46			40.65	

Concepts & Procedures Applying mathematical concepts and procedures									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		19.44			36.11			44.44	
Grade 4		15.69			31.37			52.94	
Grade 5		13.89			41.67			44.44	
All Grades		16.26			35.77			47.97	

Problem Solving & Modeling/Data Analysis Using appropriate tools and strategies to solve real world and mathematical problems									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		19.44			41.67			38.89	
Grade 4		15.69			49.02			35.29	
Grade 5		13.89			50.00			36.11	
All Grades		16.26			47.15			36.59	

Communicating Reasoning Demonstrating ability to support mathematical conclusions									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		19.44			75.00			5.56	
Grade 4		9.80			60.78			29.41	
Grade 5		8.33			47.22			44.44	
All Grades		12.20			60.98			26.83	

**Conclusions based on this data:**

1. Overall, we saw a decline in students near or meeting standards in all math areas.
2. One of our main foci for this school is to make significant changes to our Tier 1 math instruction. We have shifted to workshop math model with the inclusion of daily math talks for fluency support.

# School and Student Performance Data

## ELPAC Results

ELPAC Summative Assessment Data Number of Students and Mean Scale Scores for All Students												
Grade Level	Overall			Oral Language			Written Language			Number of Students Tested		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
<b>K</b>	1429.3	1411.7		1444.9	1432.1		1393.1	1363.7		19	37	
<b>1</b>	1400.8	1427.4		1436.2	1456.2		1365.2	1398.3		18	16	
<b>2</b>	1459.7	1463.3		1461.2	1473.7		1457.8	1452.3		20	19	
<b>3</b>	1499.0	1491.1		1506.5	1503.0		1491.0	1478.9		33	15	
<b>4</b>	1509.9	1535.6		1517.6	1547.4		1501.5	1523.3		13	25	
<b>5</b>	1526.5	1520.0		1533.2	1528.5		1519.4	1511.1		18	13	
<b>All Grades</b>										121	125	

Overall Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
<b>K</b>	15.79	5.41		31.58	35.14		36.84	43.24		15.79	16.22		19	37	
<b>1</b>	5.56	0.00		5.56	18.75		27.78	56.25		61.11	25.00		18	16	
<b>2</b>	10.00	5.26		40.00	31.58		25.00	42.11		25.00	21.05		20	19	
<b>3</b>	12.12	6.67		57.58	60.00		18.18	20.00		12.12	13.33		33	15	
<b>4</b>	23.08	40.00		30.77	40.00		38.46	12.00		7.69	8.00		13	25	
<b>5</b>	22.22	15.38		33.33	46.15		44.44	23.08		0.00	15.38		18	13	
<b>All Grades</b>	14.05	12.80		36.36	37.60		29.75	33.60		19.83	16.00		121	125	

Oral Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
<b>K</b>	21.05	18.92		47.37	37.84		15.79	27.03		15.79	16.22		19	37	
<b>1</b>	16.67	12.50		11.11	43.75		44.44	37.50		27.78	6.25		18	16	
<b>2</b>	25.00	26.32		35.00	36.84		25.00	26.32		15.00	10.53		20	19	
<b>3</b>	30.30	33.33		48.48	46.67		9.09	13.33		12.12	6.67		33	15	
<b>4</b>	38.46	72.00		46.15	20.00		7.69	0.00		7.69	8.00		13	25	
<b>5</b>	38.89	53.85		61.11	30.77		0.00	0.00		0.00	15.38		18	13	
<b>All Grades</b>	28.10	35.20		42.15	35.20		16.53	18.40		13.22	11.20		121	125	

Written Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
<b>K</b>	10.53	0.00		10.53	10.81		63.16	62.16		15.79	27.03		19	37	
<b>1</b>	0.00	0.00		11.11	6.25		16.67	25.00		72.22	68.75		18	16	
<b>2</b>	10.00	5.26		35.00	26.32		15.00	26.32		40.00	42.11		20	19	
<b>3</b>	3.03	0.00		30.30	26.67		54.55	46.67		12.12	26.67		33	15	
<b>4</b>	0.00	20.00		23.08	36.00		53.85	24.00		23.08	20.00		13	25	
<b>5</b>	5.56	0.00		27.78	23.08		55.56	53.85		11.11	23.08		18	13	
<b>All Grades</b>	4.96	4.80		23.97	20.80		43.80	41.60		27.27	32.80		121	125	

Listening Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
<b>K</b>	31.58	21.62		52.63	64.86		15.79	13.51		19	37	
<b>1</b>	16.67	25.00		66.67	62.50		16.67	12.50		18	16	
<b>2</b>	25.00	15.79		55.00	73.68		20.00	10.53		20	19	
<b>3</b>	21.21	26.67		66.67	66.67		12.12	6.67		33	15	
<b>4</b>	30.77	64.00		61.54	32.00		7.69	4.00		13	25	
<b>5</b>	22.22	38.46		77.78	46.15		0.00	15.38		18	13	
<b>All Grades</b>	23.97	32.00		63.64	57.60		12.40	10.40		121	125	

Speaking Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
<b>K</b>	31.58	16.22		42.11	70.27		26.32	13.51		19	37	
<b>1</b>	11.11	6.25		38.89	87.50		50.00	6.25		18	16	
<b>2</b>	40.00	36.84		45.00	52.63		15.00	10.53		20	19	
<b>3</b>	72.73	80.00		18.18	6.67		9.09	13.33		33	15	
<b>4</b>	61.54	64.00		30.77	28.00		7.69	8.00		13	25	
<b>5</b>	77.78	84.62		22.22	0.00		0.00	15.38		18	13	
<b>All Grades</b>	51.24	42.40		31.40	46.40		17.36	11.20		121	125	



Reading Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
<b>K</b>	5.26	0.00		78.95	78.38		15.79	21.62		19	37	
<b>1</b>	5.56	6.25		22.22	6.25		72.22	87.50		18	16	
<b>2</b>	15.00	0.00		45.00	52.63		40.00	47.37		20	19	
<b>3</b>	0.00	0.00		63.64	46.67		36.36	53.33		33	15	
<b>4</b>	0.00	8.00		46.15	60.00		53.85	32.00		13	25	
<b>5</b>	5.56	0.00		61.11	69.23		33.33	30.77		18	13	
<b>All Grades</b>	4.96	2.40		54.55	56.80		40.50	40.80		121	125	

Writing Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
<b>K</b>	21.05	5.41		47.37	62.16		31.58	32.43		19	37	
<b>1</b>	0.00	0.00		22.22	50.00		77.78	50.00		18	16	
<b>2</b>	10.00	15.79		50.00	57.89		40.00	26.32		20	19	
<b>3</b>	24.24	13.33		63.64	73.33		12.12	13.33		33	15	
<b>4</b>	15.38	40.00		69.23	44.00		15.38	16.00		13	25	
<b>5</b>	0.00	15.38		94.44	69.23		5.56	15.38		18	13	
<b>All Grades</b>	13.22	15.20		57.85	58.40		28.93	26.40		121	125	

**Conclusions based on this data:**

1. Gault has a significant number of ELL students ,154 (k-5), that must participate in the ELPAC exam each winter.
2. Our current data illustrates approximately 30% of students maintained their identified English proficiency level, 30% grew a English language level or more, and 30% dropped a level.
3. Of the 30% who dropped, we observed large group of 3rd graders were a part of that group. We attribute this to an exam change of moving from a K-2 exam to a 3-5 exam, and a lack of consistent instruction in grammar, which we are now addressing in our new ELA/ELD adoption.

# School and Student Performance Data

## Student Population

For the past two years, many state and federal accountability requirements were waived or adjusted due to the impact of the COVID-19 pandemic on LEAs, schools, and students. Beginning with the 2021-22 school year, the requirements to hold schools and districts accountable for student outcomes has returned with the release of the 2022 California School Dashboard (Dashboard). The Every Student Succeeds Act is requiring all states to determine schools eligible for support. Similarly, under state law, Assembly Bill (AB) 130, which was signed into law in 2021, mandates the return of the Dashboard using only current year performance data to determine LEAs for support. Therefore, to meet this state requirement, only the 2021-22 school year data will be reported on the 2022 Dashboard for state indicators. (Data for Change [or the difference from prior year] and performance colors will not be reported.)

This section provides information about the school's student population.

2021-22 Student Population			
<b>Total Enrollment</b>	<b>Socioeconomically Disadvantaged</b>	<b>English Learners</b>	<b>Foster Youth</b>
<b>303</b>	<b>66.7</b>	<b>45.5</b>	Students whose well being is the responsibility of a court.
Total Number of Students enrolled in Gault Elementary School.	Students who are eligible for free or reduced priced meals; or have parents/guardians who did not receive a high school diploma.	Students who are learning to communicate effectively in English, typically requiring instruction in both the English Language and in their academic courses.	

2021-22 Enrollment for All Students/Student Group		
Student Group	Total	Percentage
English Learners	138	45.5
Foster Youth		
Homeless		
Socioeconomically Disadvantaged	202	66.7
Students with Disabilities	45	14.9

Enrollment by Race/Ethnicity		
Student Group	Total	Percentage
African American	5	1.7
American Indian		
Asian	2	0.7
Filipino	1	0.3
Hispanic	206	68.0
Two or More Races	10	3.3
Pacific Islander	1	0.3
White	75	24.8

**Conclusions based on this data:**

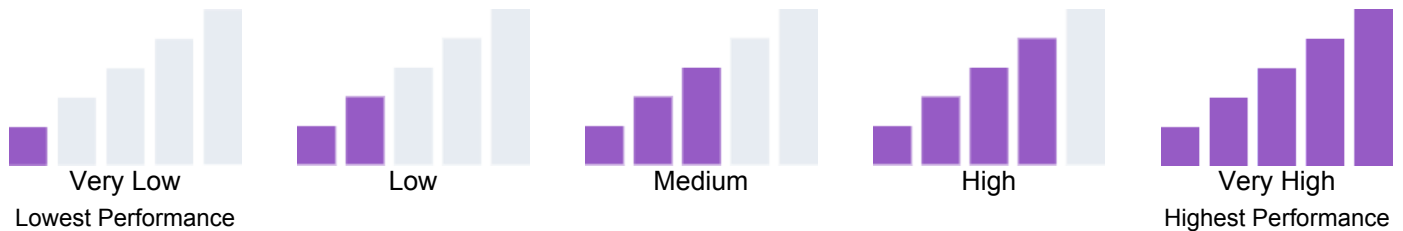
1. Gault has a significant Title I population of over 70%. There are a vast number of needs for students living in poverty. Gault is truly a wrap around service school, providing breakfast, lunch and dinner, counseling services, after school programs.
2. Gault has a significant population of ELL students, (46.9%) which illustrates our need for a consistent viable ELD program and daily instruction and ongoing translation.

# School and Student Performance Data

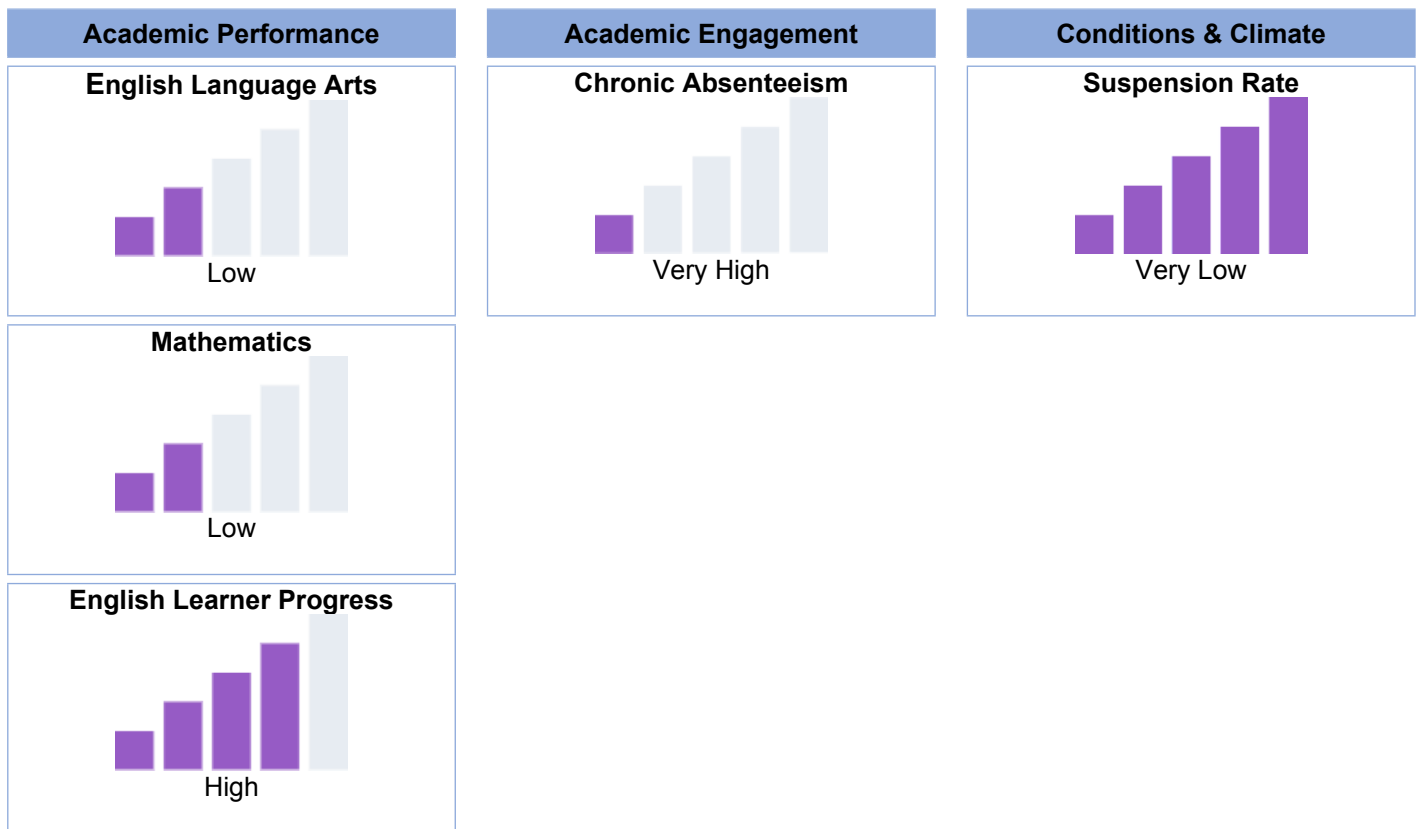
## Overall Performance

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



### 2022 Fall Dashboard Overall Performance for All Students



#### Conclusions based on this data:

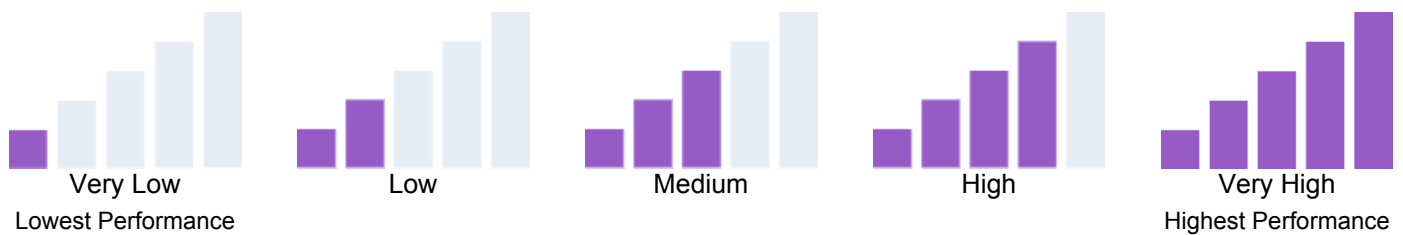
1. Our English Learner progress and Suspension Rate indicators are both areas of strength at Gault.
2. Four of our five student groups are in the orange category and performing below grade level in ELA and math.

# School and Student Performance Data

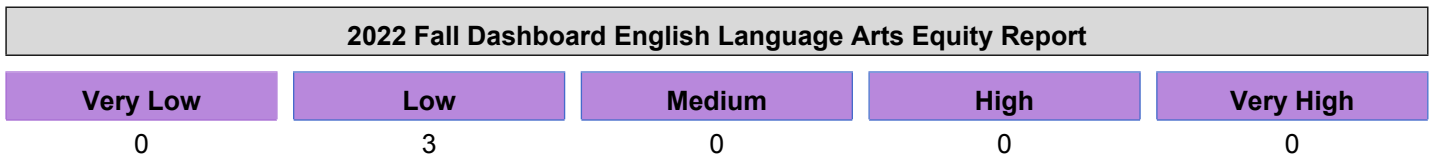
## Academic Performance English Language Arts

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

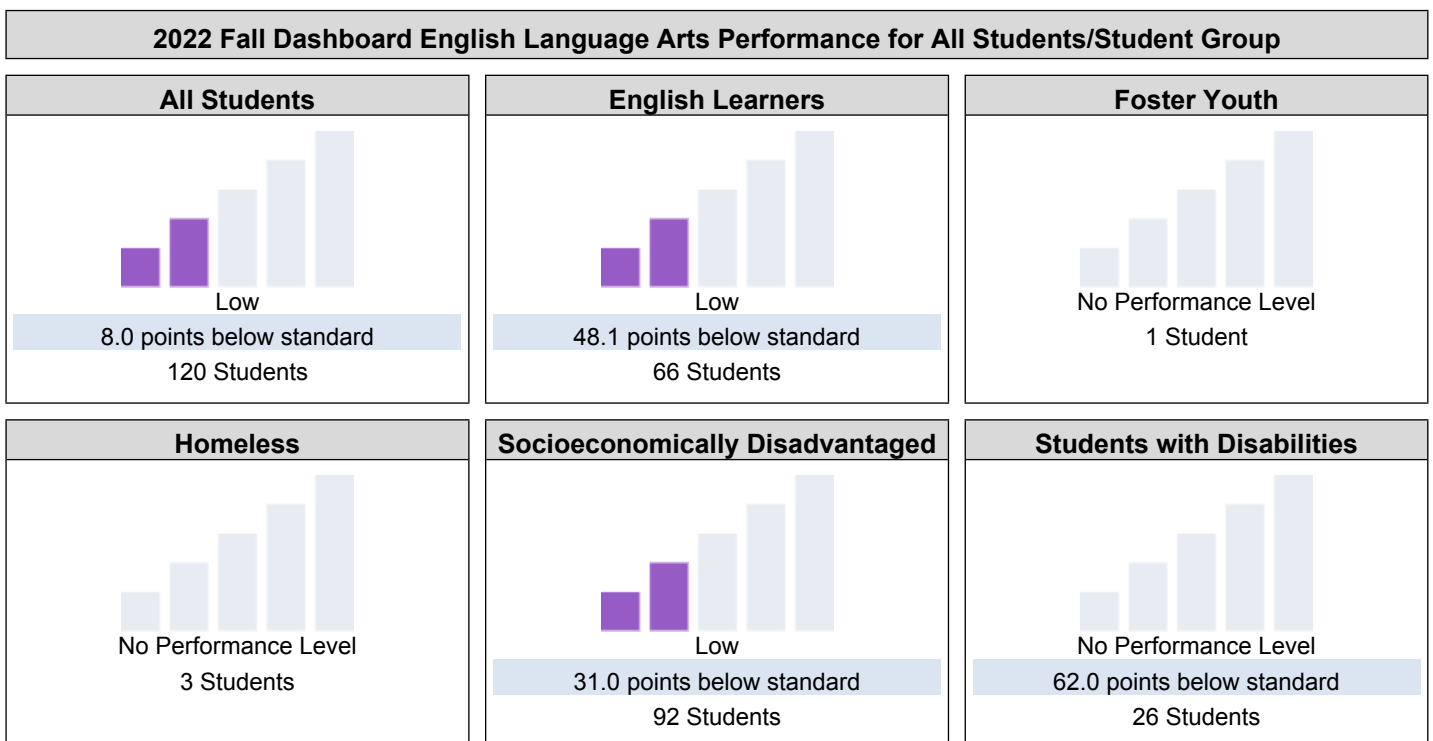
Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



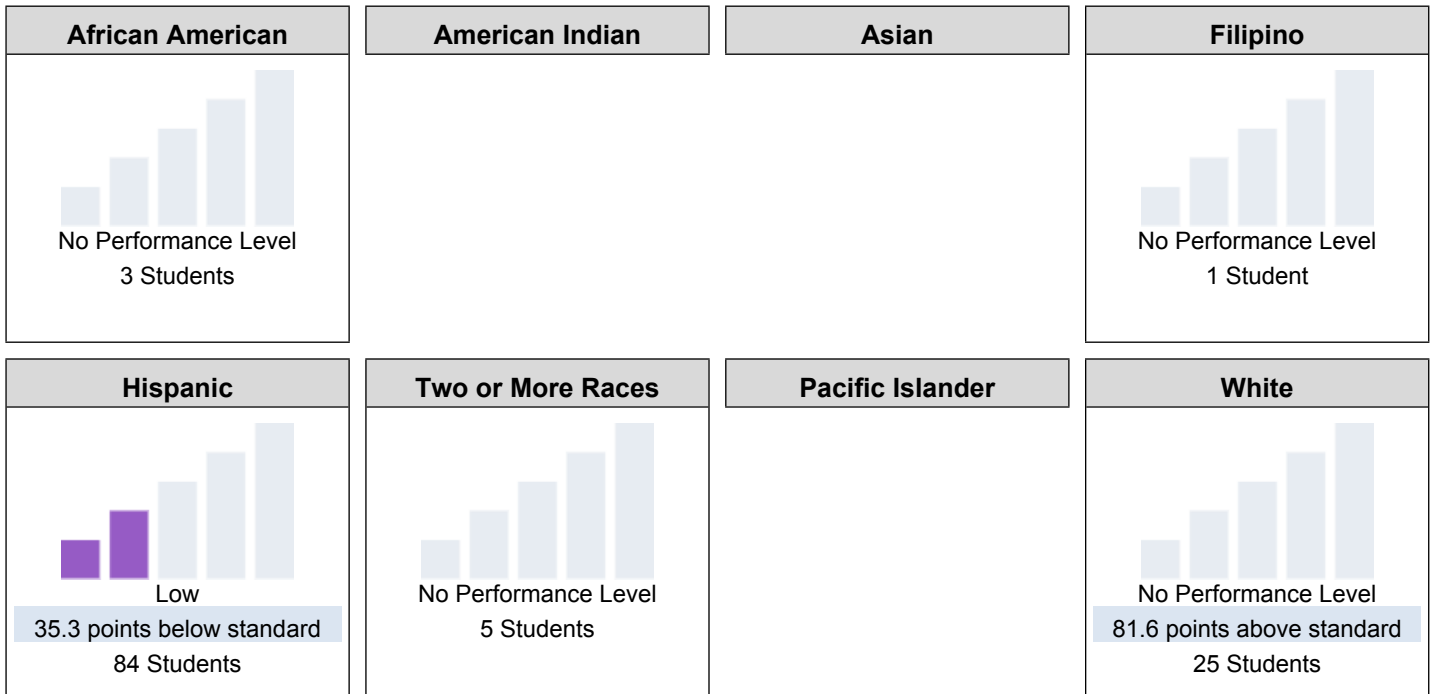
This section provides number of student groups in each level.



This section provides a view of how well students are meeting grade-level standards on the English Language Arts assessment. This measure is based on student performance on either the Smarter Balanced Summative Assessment or the California Alternate Assessment, which is taken annually by students in grades 3–8 and grade 11.



**2022 Fall Dashboard English Language Arts Performance by Race/Ethnicity**



This section provides additional information on distance from standard for current English learners, prior or Reclassified English learners, and English Only students in English Language Arts.

**2022 Fall Dashboard English Language Arts Data Comparisons for English Learners**

Current English Learner	Reclassified English Learners	English Only
67.7 points below standard 50 Students	12.9 points above standard 16 Students	45.0 points above standard 48 Students

**Conclusions based on this data:**

- English learners, Socioeconomically disadvantaged, Students with disabilities, and Hispanic students are very low on ELA as measured by CAASPP, but all groups saw higher than average growth.
- Performance of English only students and RFEP students increased significantly.

# School and Student Performance Data

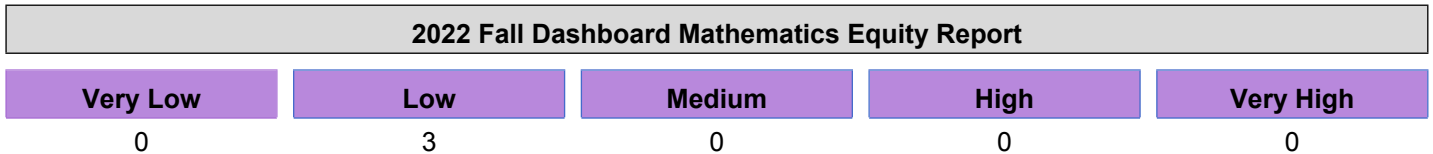
## Academic Performance Mathematics

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

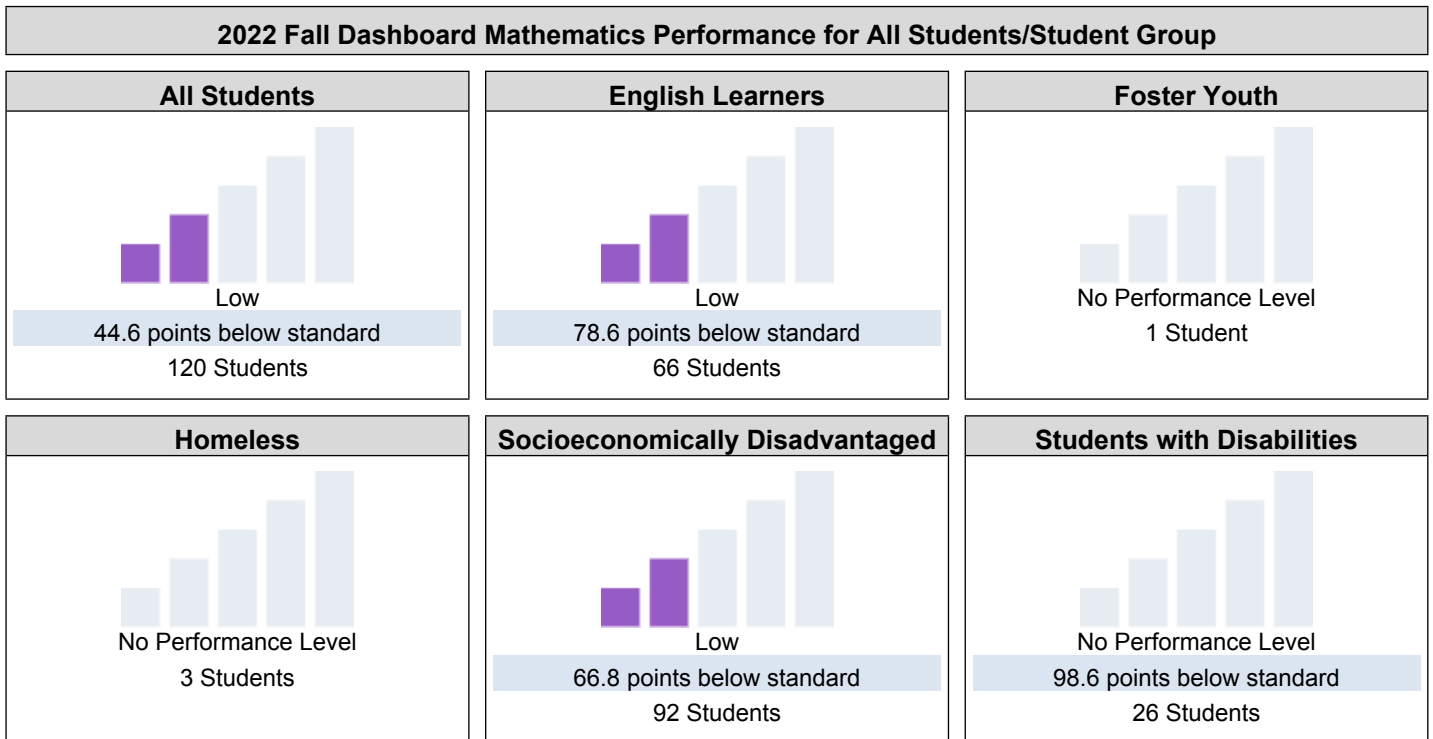
Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



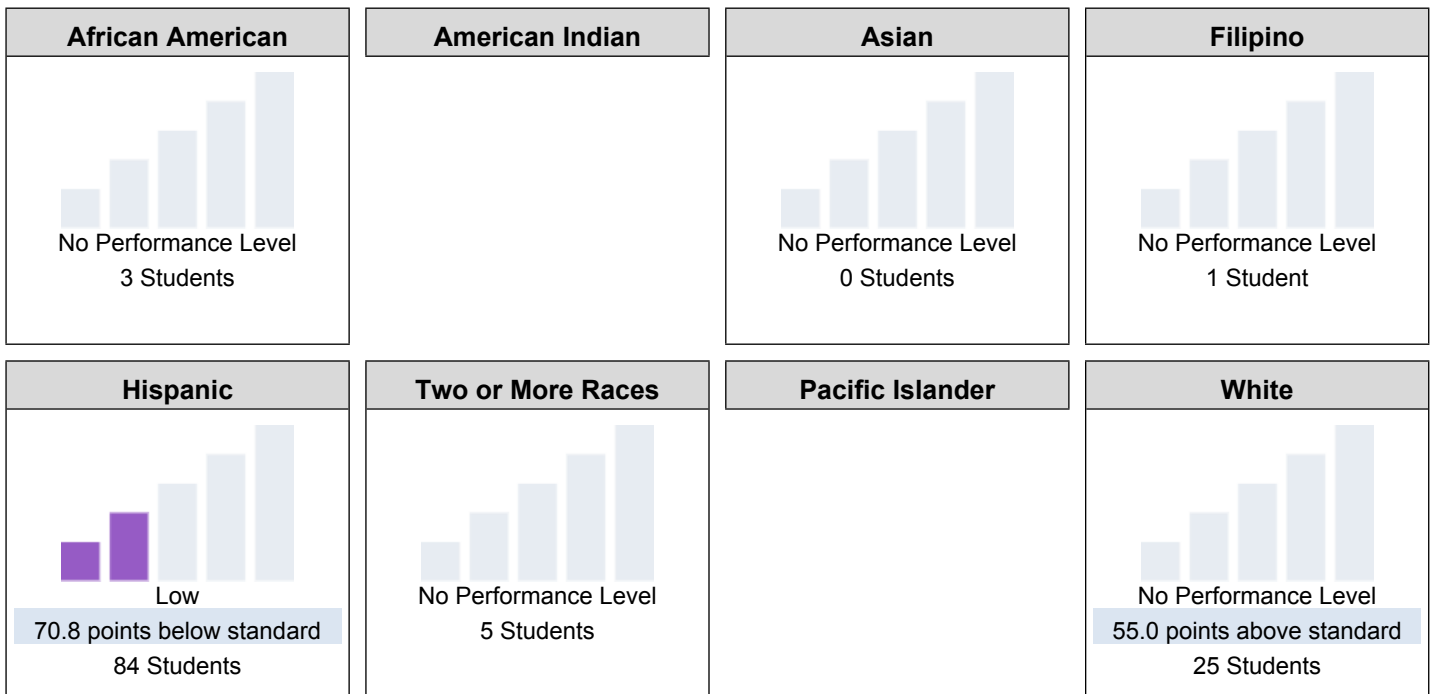
This section provides number of student groups in each level.



This section provides a view of how well students are meeting grade-level standards on the Mathematics assessment. This measure is based on student performance either on the Smarter Balanced Summative Assessment or the California Alternate Assessment, which is taken annually by students in grades 3–8 and grade 11.



### 2022 Fall Dashboard Mathematics Performance by Race/Ethnicity



This section provides additional information on distance from standard for current English learners, prior or Reclassified English learners, and English Only students in mathematics

### 2022 Fall Dashboard Mathematics Data Comparisons for English Learners

Current English Learner	Reclassified English Learners	English Only
93.7 points below standard 50 Students	31.4 points below standard 16 Students	2.6 points below standard 48 Students

#### Conclusions based on this data:

- All subgroups experienced an increase in mathematics on CAASPP, though they are still lower than hoped.



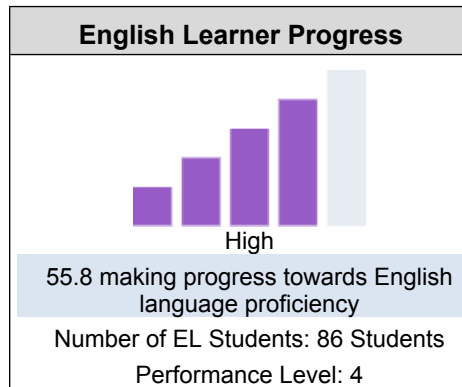
# School and Student Performance Data

## Academic Performance English Learner Progress

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

This section provides information on the percentage of current EL students making progress towards English language proficiency or maintaining the highest level.

### 2022 Fall Dashboard English Learner Progress Indicator



This section provides a view of the percentage of current EL students who progressed at least one ELPI level, maintained ELPI level 4, maintained lower ELPI levels (i.e, levels 1, 2L, 2H, 3L, or 3H), or decreased at least one ELPI Level.

### 2022 Fall Dashboard Student English Language Acquisition Results

Decreased One ELPI Level	Maintained ELPI Level 1, 2L, 2H, 3L, or 3H	Maintained ELPI Level 4	Progressed At Least One ELPI Level
12.8%	31.4%	0.0%	55.8%

#### Conclusions based on this data:

1. Progress in acquiring English improved significantly for English Learners.
2. English learners are very low in their English Language Arts CAASPP assessment.
3. English learners are low in their Mathematics CAASPP assessment.

# School and Student Performance Data

## Academic Performance College/Career Report

College/Career data provides information on whether high school students are prepared for success after graduation based on measures like graduation rate, performance on state tests, and college credit courses. College/Career data was not reported in 2022.

### Conclusions based on this data:

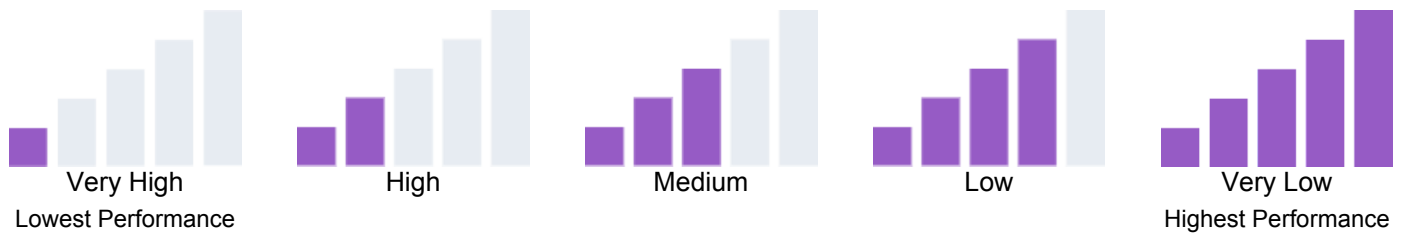
- 1.

# School and Student Performance Data

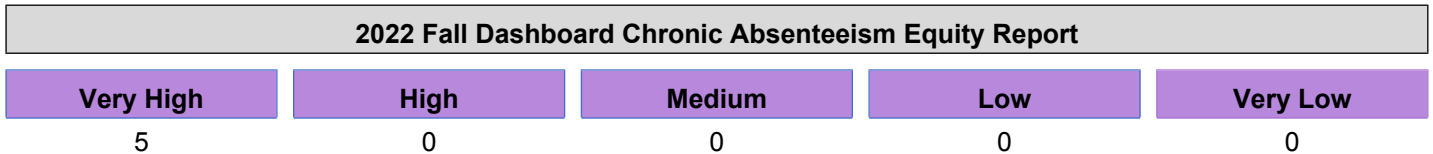
## Academic Engagement Chronic Absenteeism

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

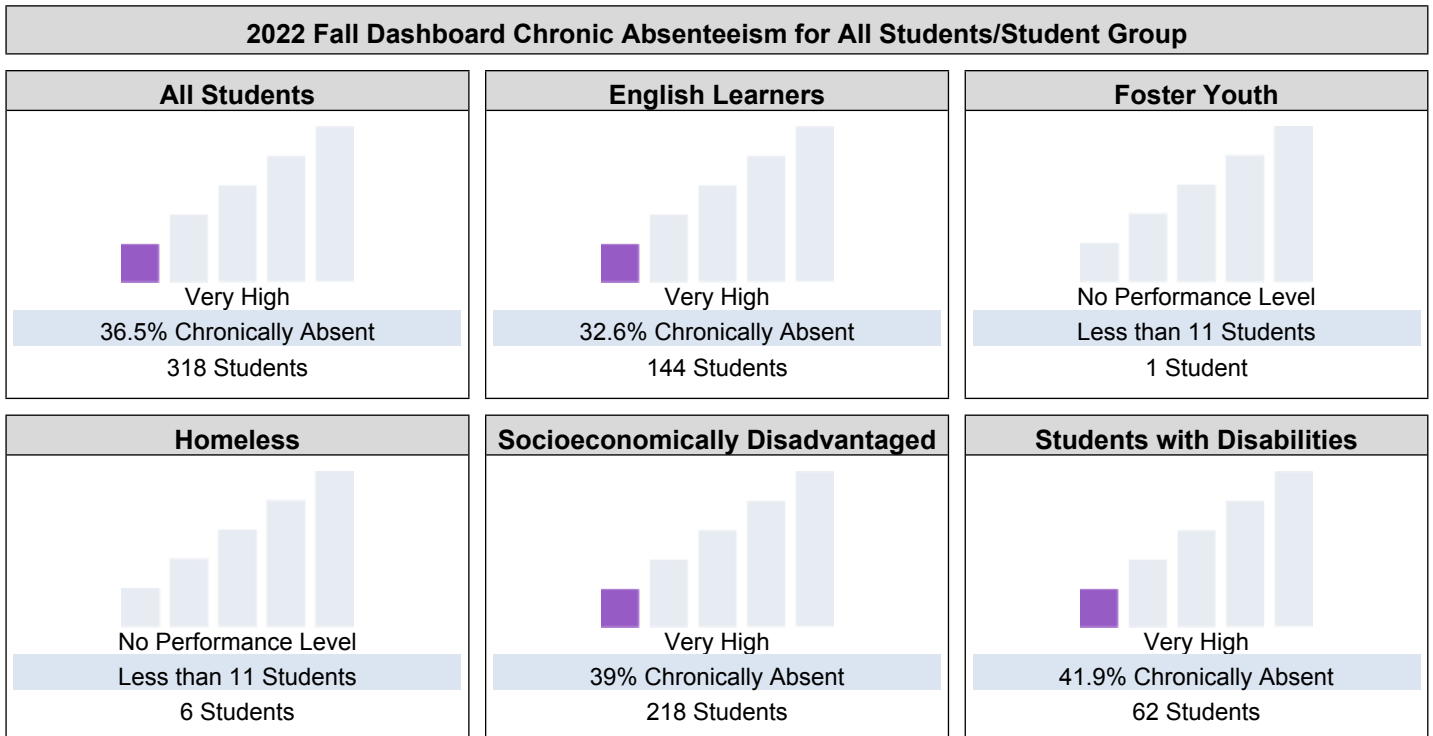
Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



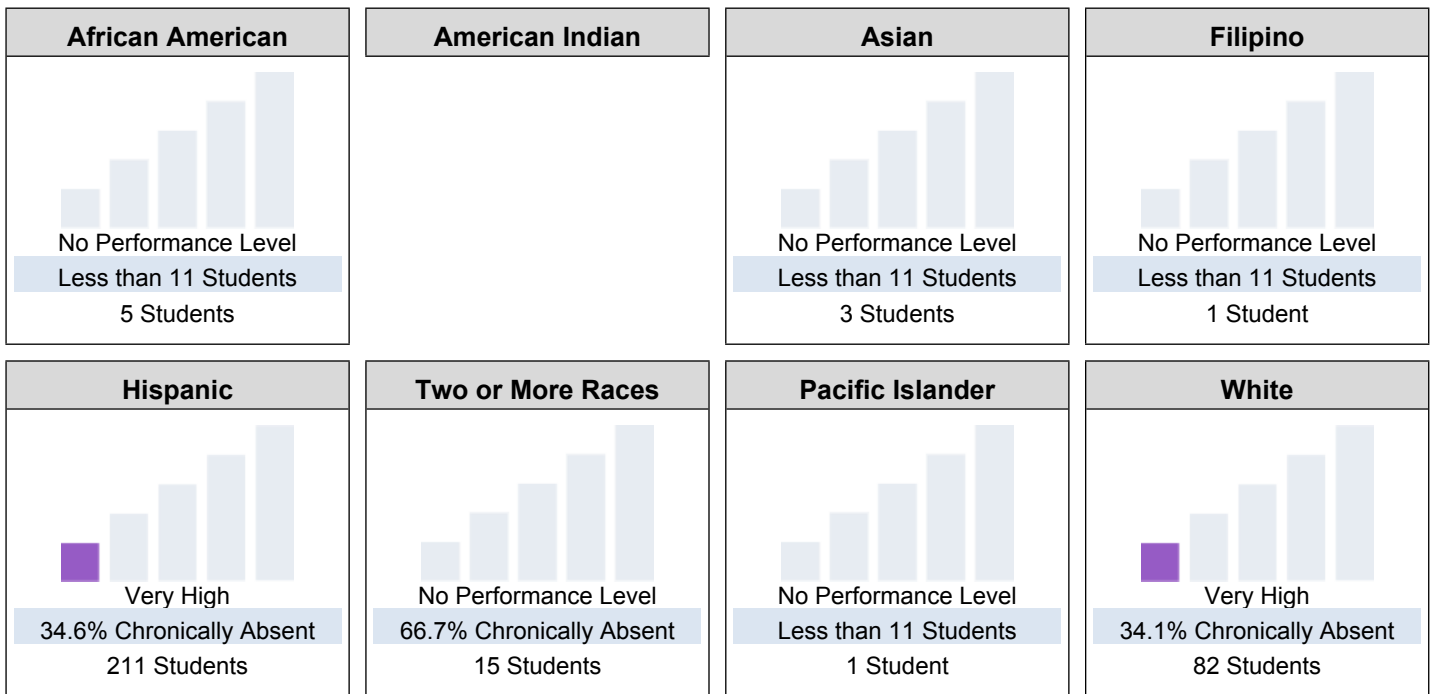
This section provides number of student groups in each level.



This section provides information about the percentage of students in kindergarten through grade 8 who are absent 10 percent or more of the instructional days they were enrolled.



**2022 Fall Dashboard Chronic Absenteeism by Race/Ethnicity**



**Conclusions based on this data:**

1. Chronic absenteeism rates continue to be high in all student groups.

# School and Student Performance Data

## Academic Engagement Graduation Rate

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

Very Low                      Low                      Medium                      High                      Very High  
 Lowest Performance                      Highest Performance

This section provides number of student groups in each level.

2022 Fall Dashboard Graduation Rate Equity Report				
Very Low	Low	Medium	High	Very High

This section provides information about students completing high school, which includes students who receive a standard high school diploma.

2022 Fall Dashboard Graduation Rate for All Students/Student Group		
All Students	English Learners	Foster Youth
Homeless	Socioeconomically Disadvantaged	Students with Disabilities

2022 Fall Dashboard Graduation Rate by Race/Ethnicity			
African American	American Indian	Asian	Filipino
Hispanic	Two or More Races	Pacific Islander	White

**Conclusions based on this data:**

- 1.

# School and Student Performance Data

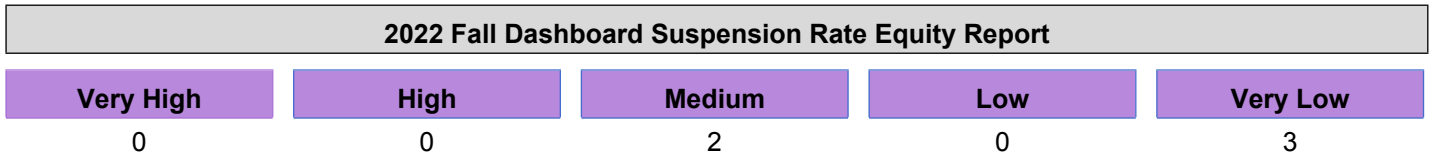
## Conditions & Climate Suspension Rate

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

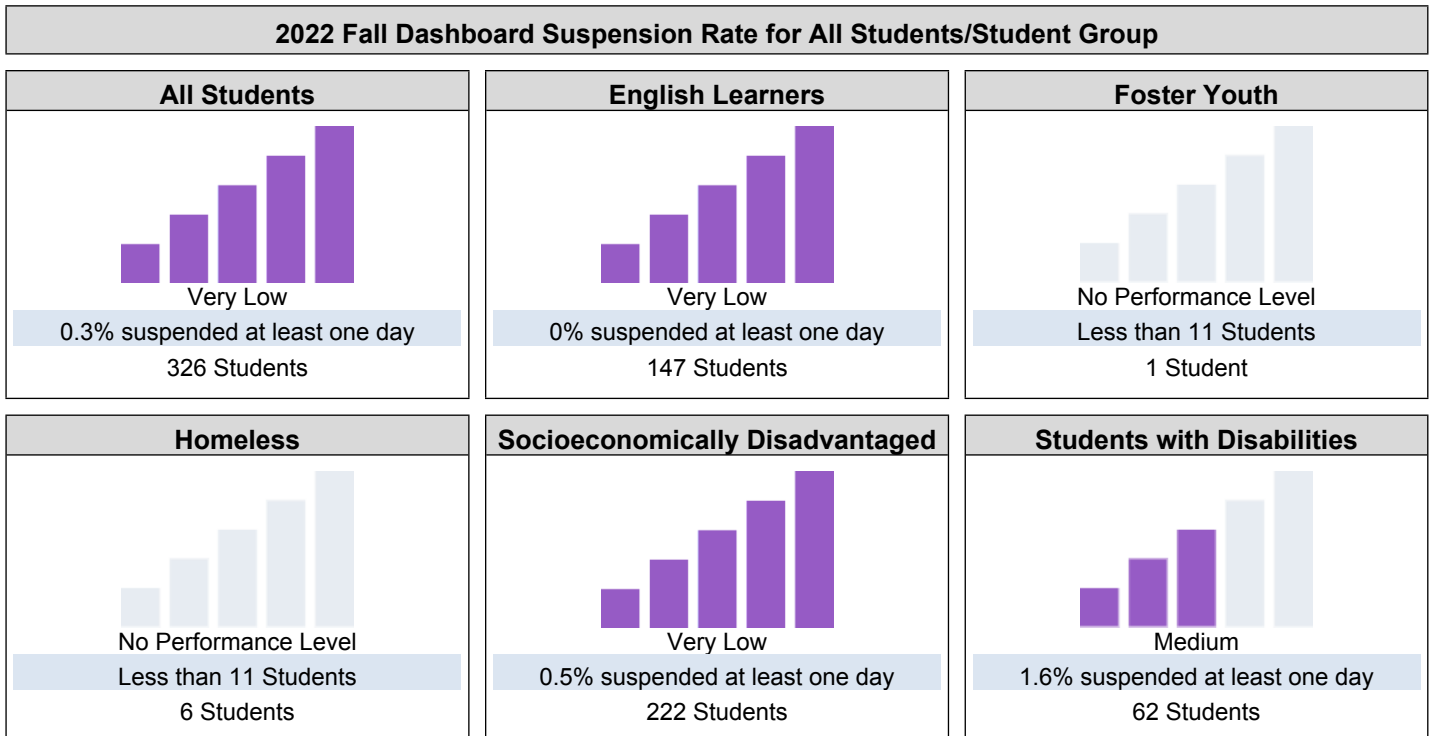
Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



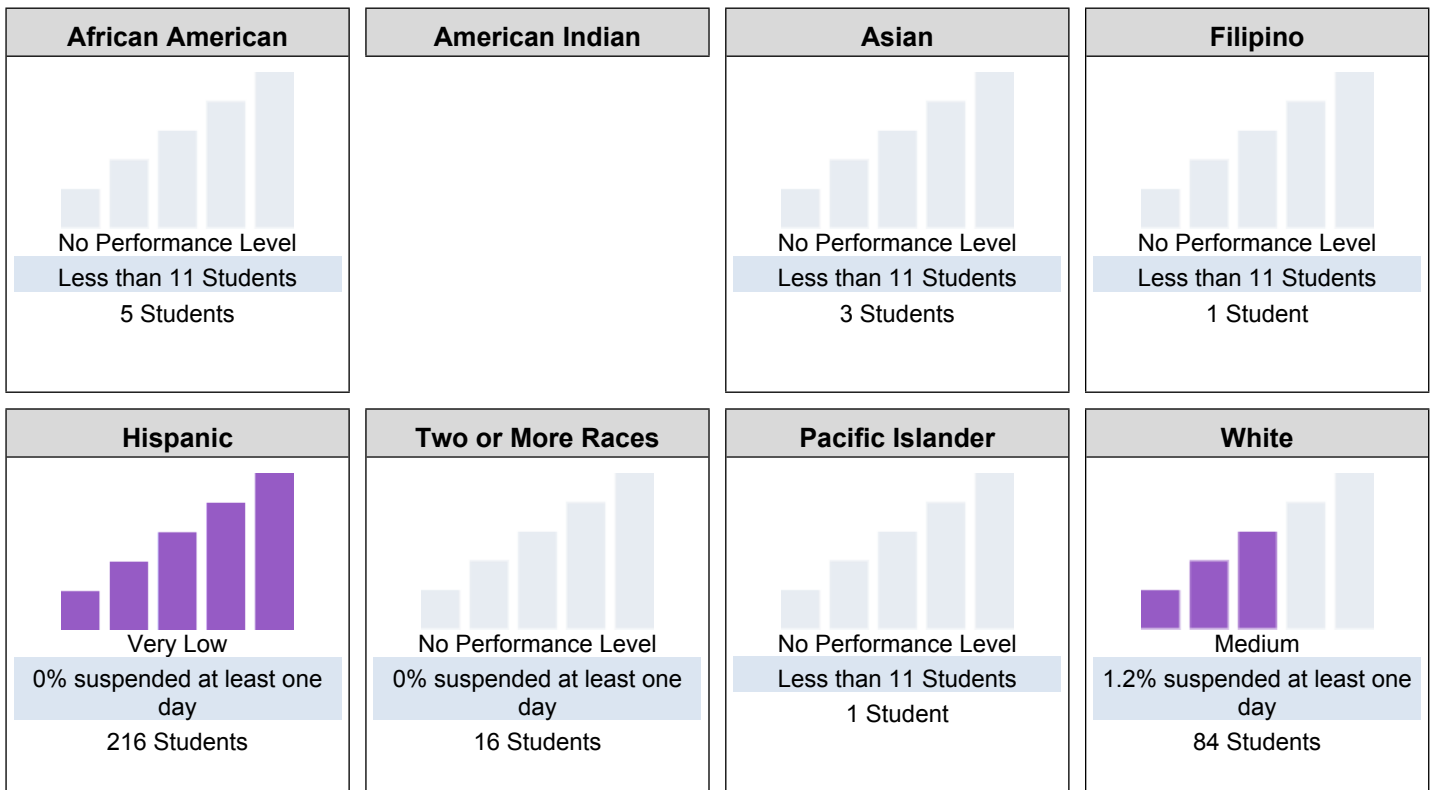
This section provides number of student groups in each level.



This section provides information about the percentage of students in kindergarten through grade 12 who have been suspended at least once in a given school year. Students who are suspended multiple times are only counted once.



**2022 Fall Dashboard Suspension Rate by Race/Ethnicity**



**Conclusions based on this data:**

- Students with disabilities and White students are suspended at a higher rate than the other groups.
- English Learners and Socioeconomically students have a low suspension rate are therefore in the "blue" category.

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## LEA/LCAP Goal

All SCCS students will be prepared to successfully access post-secondary college and career opportunities.

## Goal 1

For 2023-24 we will decrease the points below standard on the ELA CAASPP by 10 points.

## Identified Need

All student groups need to improve in ELA

## Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
English Language Arts CAASPP Data: All Students	41.2 points below standard	"All Students" will improve a minimum of 3 points on the 2024 ELA CAASPP.
English Language Arts CAASPP Data: English Learners	83.1 points below standard	English Learners will improve a minimum of 3 points on the 2024 ELA CAASPP.
English Language Arts CAASPP Data: Students with Disabilities	90.8 points below standard	Students with Disabilities will improve a minimum of 3 points on the 2024 ELA CAASPP.
English Language Arts CAASPP Data: Hispanic	74.8 points below standard	Hispanic students will improve a minimum of 3 points on the 2024 ELA CAASPP.
English Language Arts CAASPP Data: Socioeconomically Disadvantaged	67.4 points below standard	Socioeconomically Disadvantaged students will improve a minimum of 3 points on the 2024 ELA CAASPP.
English Language Arts CAASPP Data: White	26.2 points above standard	White students will improve a minimum of 3 points on the 2024 ELA CAASPP.



Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All student groups will be supported by this strategy/activity with an emphasis on Title 1 students and ELL

### Strategy/Activity

Student Learning Teams will collaborate, give input and implement both formative and summative ELA assessments to have on going reading assessments to identify students who are in need of additional support.

Release time or supplemental pay for members of the Tier 1, SST, focusing on Tier 2 and 3 students.

Teachers will be supporting other teachers with strategies and interventions to support students learning, substitutes and release time.

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

5,000	LCFF - Supplemental 1000-1999: Certificated Personnel Salaries certificated substitutes and certificated extra hourly
1,000	LCFF - Supplemental 2000-2999: Classified Personnel Salaries Classified extra hourly and PD food
1000	LCFF - Supplemental 4000-4999: Books And Supplies Organizational materials related to data teams
2000	LCFF - Supplemental 4000-4999: Books And Supplies Food and snacks for professional development, trainings, staff meetings

## Strategy/Activity 2

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All student groups will be supported by this strategy/activity with an emphasis on Title 1 students and ELL

### Strategy/Activity

Professional Learning communities will collaborate at grade level meetings to discuss progress of all students focusing on target students. Teachers learn best practices for all students. Peer

observations to support highly qualified teachers in developing best practices to support struggling students or curriculum area focus 2 times in the year.

### **Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

12,000

District Funded  
1000-1999: Certificated Personnel Salaries  
SCIL Stipends

### **Strategy/Activity 3**

#### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All student groups will be supported by this strategy/activity with an emphasis on Title 1 students and ELL

#### **Strategy/Activity**

Continue implementation and support of GLAD. Highly qualified teachers will attend the GLAD training. Teachers will modify and differentiate instruction using research-based strategies to best meet the individual needs of the students. Release time for planning. Consultation with GLAD trainers to coach teachers. Purchase GLAD materials for targeted grade levels.

### **Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

15,000

Title II Part A: Improving Teacher Quality  
5800: Professional/Consulting Services And Operating Expenditures  
HQT will attend GLAD training/ peer observations of GLAD lessons specifically any staff who has not yet attended GLAD training

2000

Title I  
1000-1999: Certificated Personnel Salaries  
Substitutes for certificated teachers

2500

Title I  
4000-4999: Books And Supplies  
Supplies and materials for GLAD curriculum, includes, poster paper, marker sets, lamination, INK for printing, color copies, related technology such as printer etc.

### **Strategy/Activity 4**

#### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All student groups will be supported by this strategy/activity with an emphasis on Title 1 students and ELL

**Strategy/Activity**

Hourly reading coach for classified and certificated staff and small group interventions with phonics support for Tier 2 interventions with students

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

17,000

LCFF - Supplemental  
1000-1999: Certificated Personnel Salaries  
Reading coach and small group intervention teacher

**Strategy/Activity 5**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Title 1 students

**Strategy/Activity**

Professional development for ASES staff and additional hourly to support students in after school setting and provide interventions.  
Materials and supplies for ASES to support student learning, including books, music, activities, enrichment and needed technology for program

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

5,000

After School and Education Safety (ASES)  
5000-5999: Services And Other Operating Expenditures  
Enrichment provider for ASES program

20,000

After School and Education Safety (ASES)  
4000-4999: Books And Supplies  
Materials for ASES, food for family celebration

500

After School and Education Safety (ASES)  
4000-4999: Books And Supplies  
Food for professional development

**Strategy/Activity 6**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All students

#### Strategy/Activity

Use the library to support academic literacy with use of digital literacy programs, books, multiples collection and supplies for nonfiction and diverse text to support integrated ELD and academic literacy

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

5,000

Title I  
4000-4999: Books And Supplies  
Funds to purchase digital literacy resources and hard copy books

#### Strategy/Activity 7

##### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

#### Strategy/Activity

Purchase technology supplies such as IPADs, Headphones, cords, Laptops- chromebooks

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

7,000

LCFF - Supplemental  
4000-4999: Books And Supplies  
Purchase MAC books or equivalent to support digital literacy in the classroom and access to online ELA resources,

7000

Title I  
4000-4999: Books And Supplies  
Purchase technology supplies

#### Strategy/Activity 8

##### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

#### Strategy/Activity

Learning goals in all classrooms for content lessons. Teachers will post them on the board and students should be able to explain the learning goal.

### **Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

### **Strategy/Activity 9**

#### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Title 1 and ELL students

Strategy/Activity

Supplies for parent education meetings such as cafecitos, presentations, family engagement

### **Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

2000

LCFF

4000-4999: Books And Supplies  
Purchase materials, communication supplies  
and food for parent engagement events

### **Strategy/Activity 10**

#### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Focus on ELL /Title one students, impact for all students

Strategy/Activity

Purchase new curriculum for Tier 1 and intervention to support differentiation

### **Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

8000

LCFF

4000-4999: Books And Supplies  
curriculum purchase

10,000

Title I

4000-4999: Books And Supplies  
Supplemental Materials for interventions and tier  
1 needs for ELD, Title 1 students

### **Strategy/Activity 11**

#### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All students with emphasis on Title 1 ELL students

Strategy/Activity

Supplies for Interventions and assessments

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

5,000

LCFF - Supplemental  
4000-4999: Books And Supplies  
Purchase needed materials for TIER1 and TIER 2 interventions and assessments

2,000

LCFF  
4000-4999: Books And Supplies  
Snacks, rewards and incentives for reading, Lexia, Math Fluency rewards

**Strategy/Activity 12**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Title 1 and ELL students

Strategy/Activity

RTI coordinators, certificated staff and Instructional aides/IT will be hired and paid additional hourly to conduct small group interventions, help prepare materials and plan for title 1 students

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

28,000

Title I  
2000-2999: Classified Personnel Salaries  
Instructional aides/ IT will be hired to conduct small group interventions

**Strategy/Activity 13**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All students

Strategy/Activity

Provide sub time for teachers to collaborate and examine student data to better serve all students, additionally fund certificated teacher to support phonics instruction in primary SLT/LRT

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

5,000

Title I  
1000-1999: Certificated Personnel Salaries  
Fund hourly a certificated teacher to support phonics instruction in classrooms, specifically focusing on title 1 and ELL students

6,000

Title I  
5800: Professional/Consulting Services And Operating Expenditures  
Provide substitutes for teacher collaborations, including IEP at a glance, SLT , Fall planning , LRT

## Annual Review

### SPSA Year Reviewed: 2022-23

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

## ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

It is too early to tell if CAASPP scores will increase, but local assessments indicate that students made substantial growth over the year.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

All expenditures were made as expected.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

Goals will continue for coming years.

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## LEA/LCAP Goal

We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

## Goal 2

For the 23-24 school year 75% of EL students will make one year's growth on the ELPAC.

## Identified Need

English Learner achievement scores are less than other students.

## Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
English Language Arts CAASPP Data: English Learners	83.1 points below standard	English Learners will improve a minimum of 3 points on the 2023 ELA CAASPP.
Mathematics CAASPP Data: English Learners	80.8 points below standard	English Learners will improve a minimum of 3 points on the 2023 Math CAASPP.
Suspension Rate: The percentage of All students being suspended during the school year.	Yellow Indicator - 0.6% suspended at least once	We will maintain at 0.6% to 0% of our English Learners being suspended.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Title 1 and ELL students

### Strategy/Activity

Language Review Team- Student learning teams will review student data to inform instruction and instructional practices for ELD, monitor student progress towards reclassification



District policy requires a minimum of 30 minutes daily of ELD instruction for Kindergarten and 45 minutes 1st-5th grades. Teachers will augment classroom based ELD to meet the required minutes by using district adopted curriculum

### **Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

1000

Title II Part A: Improving Teacher Quality  
1000-1999: Certificated Personnel Salaries  
release time for ELD planning and Language  
Review teams

### **Strategy/Activity 2**

#### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Title 1 and ELL students

#### Strategy/Activity

Teachers will be trained on a new program or strategies GLAD, SVM I Number talks to better meet the needs of English Learners along with collaboration time to develop the program, as well as trainings in Science to support English Learners assessing all curricular areas.

Teachers will be trained to analyze ELPAC data and determine best strategies for taking the ELPAC and teachers will understand ELPAC data to better inform their instruction,

### **Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

10,000

LCFF - Supplemental  
1000-1999: Certificated Personnel Salaries  
release time for teachers, training opportunities  
for teachers

### **Strategy/Activity 3**

#### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All students with emphasis on Title 1 and ELL students

#### Strategy/Activity

Continue implementation and support of GLAD. Highly qualified teachers will attend the GLAD training. Teachers will modify and differentiate instruction using research-based strategies to best meet the individual needs of the students. Release time for planning. Consultation with GLAD

trainers to coach teachers. Purchase GLAD materials for targeted grade levels. Purchase of materials for newcomer students

#### **Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

10,000

Title I  
4000-4999: Books And Supplies  
Supplemental GLAD materials.

2000

Title I  
4000-4999: Books And Supplies  
Brain Pop ELD software subscription

2,000

LCFF - Supplemental  
4000-4999: Books And Supplies  
Purchase food for Professional Development

#### **Strategy/Activity 4**

##### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Title 1 , ELL students

##### Strategy/Activity

Newcomer students receive additional small group instruction during school day to practice English Curriculum needed for interventions

#### **Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

64,000

Title III  
1000-1999: Certificated Personnel Salaries  
.5 FTE Newcomer Teacher

#### **Strategy/Activity 5**

##### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

TITLE 1 , ELL students

##### Strategy/Activity

Principal/Community coordinator will present information to parents in ELAC about ELD program, assessments, and student results. Handouts will be sent home. Extra hours to bilingual staff to support written and oral translation for office communication and conferences, Back to School Night.

#### **Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

6,000	Title I 5000-5999: Services And Other Operating Expenditures Materials, childcare, color copies for ELAC presentations
5000	LCFF 5000-5999: Services And Other Operating Expenditures Extra hours to bilingual staff to support written and oral translation for office communication. and community outreach , parent teacher conference translation

### **Strategy/Activity 6**

#### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Title 1 and ELL students

#### Strategy/Activity

Training in reclassification requirements will be provided to parents via ELAC meetings.

#### **Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

4,000	LCFF 2000-2999: Classified Personnel Salaries Community coordinator extra hourly for translation and additional parent meetings
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### **Strategy/Activity 7**

#### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Title 1 and ELL students

#### Strategy/Activity

Outreach will be provided to increase involvement of parents of English Learners in all school wide events such as Cafecitos, Family Fridays, ELAC/GPTA, conferences, childcare and craft and learning materials for parent events.

#### **Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

4,000	Title I 4000-4999: Books And Supplies Outreach will be provided to increase involvement of parents of English Learners in all school wide events such as Cafecitos, Family Fridays, ELAC/GPTA, conferences, childcare to parent events.
2,000	LCFF 5000-5999: Services And Other Operating Expenditures Food, materials, computers for communication will be provided.
42,594	District Funded 2000-2999: Classified Personnel Salaries School Community Coordinator Salary
3,000	After School and Education Safety (ASES) 4000-4999: Books And Supplies Materials and Food for family events, staff meetings

## Strategy/Activity 8

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Title 1 and ELL students

### Strategy/Activity

Survey school site regarding feedback for ELL and Title 1 supports, Bond Measures and input for LCAPP spending

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

## Annual Review

### SPSA Year Reviewed: 2022-23

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

## ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

Scores are not yet available for the 22-23 school year. iReady data does indicate that students have made progress through the year.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

All budget expenditures were made as planned.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

Goals will continue as planned unless data indicates that changes need to be made.

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## LEA/LCAP Goal

We will develop a highly collaborative, professional culture focused on supporting effective teaching.

## Goal 3

For 2023-24 we will decrease the points below standard on the MATH CAASPP by at least 10 points.

## Identified Need

Assessment scores indicate that math is an area for improvement.

## Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Mathematics CAASPP Data: All Students	49.5 points below standard	"All Students" will improve a minimum of 3 points on the 2023 Math CAASPP.
Mathematics CAASPP Data: English Learners	80.8 points below standard	English Learners will improve a minimum of 3 points on the 2023 Math CAASPP.
Mathematics CAASPP Data: Students with Disabilities	90.7 points below standard	Students with Disabilities will improve a minimum of 3 points on the 2023 Math CAASPP.
Mathematics CAASPP Data: Socioeconomically Disadvantaged	70.4 points below standard	Socioeconomically Disadvantaged students will improve a minimum of 3 points on the 2023 Math CAASPP.
Mathematics CAASPP Data: Hispanic	73.6 points below standard	Hispanic will improve a minimum of 3 points on the 2023 Math CAASPP.
Mathematics CAASPP Data: White	2.7 points above standard	White students will improve a minimum of 3 points on the 2023 Math CAASPP.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All students with emphasis on Title 1 and ELL students

**Strategy/Activity**

Math SLT and PD opportunities

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

2000

Title I

1000-1999: Certificated Personnel Salaries  
Substitute teachers

**Strategy/Activity 2****Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All students with emphasis on Title 1 and ELL students

**Strategy/Activity**

To retain and attract HQT Admin may research and pursue professional development trainings in Math, Science, Reading, Writing, ELD and common core standards.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

2500

Title II Part A: Improving Teacher Quality  
5800: Professional/Consulting Services And  
Operating Expenditures

Admin and Staff will pursue professional development trainings in Math, Science, Reading, Writing, ELD and common core standards. When needed and appropriate, housing and meals will be covered for staff, including classified and management.

**Strategy/Activity 3****Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All students with emphasis on Title 1 and ELL

**Strategy/Activity**

Teachers will have the opportunity to observe math lessons and be able to discuss best practices with colleagues and examine vertical alignment with supplemental materials such as equations, math games, Iready- math, Eureka math

### **Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

1000

Title II Part A: Improving Teacher Quality  
1000-1999: Certificated Personnel Salaries  
Release time for staff to participate in peer observations and create materials

### **Strategy/Activity 4**

#### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

TITLE 1 and ELL students

#### Strategy/Activity

Students in the ASES afterschool program will use technology, Chromebooks to access online learning

### **Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

5000

After School and Education Safety (ASES)  
4000-4999: Books And Supplies  
Technology purchases to support student learning

### **Strategy/Activity 5**

#### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All students with emphasis on Title 1 and ELL students

#### Strategy/Activity

Teachers will utilize GLAD strategies and Math talks in developing Math. Materials may be needed, release time for making materials

### **Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

1000

Title I  
1000-1999: Certificated Personnel Salaries  
Subs for release time.

### **Strategy/Activity 6**



### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Title 1 and ELL students

### Strategy/Activity

Provide translated parent education trainings in Math during parent meetings in Spanish and English specifically targeting ELL and Title 1 parents

Provide parent education and enrichment around Common Core Math, such as family math night and new standards education

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

2500

LCFF

1000-1999: Certificated Personnel Salaries  
Paid hourly for staff to host family math night and festivals

2000

LCFF

4000-4999: Books And Supplies  
materials for games and supplies for family math celebrations

## Annual Review

### SPSA Year Reviewed: 2022-23

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

### ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

CAASPP scores are not available for 22-23, but iReady scores indicate that students made progress.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

All budget expenditures were as planned.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

Goals will continue into future years unless data indicates that changes need to be made.

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## LEA/LCAP Goal

SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

## Goal 4

We will reduce our chronic absenteeism by 10 % from the previous school year.

## Identified Need

## Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Chronic Absenteeism: Percent of "All Students" absent more than 10% of the school year	18.6% chronically absent	We will decrease the percentage of chronically absent "All Students" by .5% or more.
Chronic Absenteeism: Percent of White Student absent more than 10% of the school year	17.1% chronically absent	We will decrease the percentage of chronically absent White students by .5% or more
Chronic Absenteeism: Percent of Students with Disabilities absent more than 10% of the school year	21.7% chronically absent	We will decrease the percentage of chronically absent Students with Disabilities by .5% or more.
Chronic Absenteeism: Percent of Socioeconomically Disadvantaged students absent more than 10% of the school year	21.3% chronically absent	We will decrease the percentage of chronically absent Socioeconomically Disadvantaged students by .5% or more.
Chronic Absenteeism: Percent of English Learners absent more than 10% of the school year	16% chronically absent	We will decrease the percentage of chronically absent English Learners by .5% or more.
Chronic Absenteeism: Percent of Hispanic students absent more than 10% of the school year	18.9% chronically absent	We will decrease the percentage of chronically absent Hispanic students by .5% or more.
Chronic Absenteeism: Percent of students of Two or More	15.4% chronically absent	We will decrease the percentage of chronically

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Races absent more than 10% of the school year		absent students of Two or More Races by .5% or more.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

### Strategy/Activity 1

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students with emphasis on Title 1 and ELL students

#### Strategy/Activity

Access to technology with which to connect with school staff and peers on a regular basis if students are absent

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

### Strategy/Activity 2

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students with emphasis on Title 1 and ELL

#### Strategy/Activity

Continued implementation and professional development regarding PBIS for all staff to encourage motivation for student attendance

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

2500	LCFF - Supplemental 1000-1999: Certificated Personnel Salaries Release or hourly for PBIS team
5000	LCFF - Supplemental 4000-4999: Books And Supplies Materials, prizes for PBIS program including snacks, candy, drinks for student incentives and for situations of behavior deescalation as

	outlines in our trauma informed trainings, materials for assemblies
2,000	Title I 1000-1999: Certificated Personnel Salaries Time to prepare materials for PD

**Strategy/Activity 3**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All students

Strategy/Activity

Use family contracts that provide incentives for student attendance

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

800	LCFF - Supplemental 4000-4999: Books And Supplies Materials, resources for incentives
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**Strategy/Activity 4**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All students

Strategy/Activity

We will seek opportunities for social work, counselor interns to work with students and families

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

5,000	Title I 1000-1999: Certificated Personnel Salaries Additional social worker hours to support families and students with various needs and school attendance
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**Strategy/Activity 5**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Title and ELL students

Strategy/Activity

Purchase materials and tools to support de-escalation of Tier 2, 3 behaviors, including materials and tool kits, Social worker time for lunch bunch crafts

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

3,000	LCFF - Supplemental 4000-4999: Books And Supplies Needed resources for sensory, cozy corners and school assemblies
1,000	LCFF - Supplemental 1000-1999: Certificated Personnel Salaries time for social worker, behavior staff, to lead lunch bunch social groups with tier 2, 3 students

**Strategy/Activity 6**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Title 1 and ELL students

**Strategy/Activity**

Continue school wide celebrations and assemblies for climate and community building this includes funding for clubs on campus

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

4,000	Title I 5000-5999: Services And Other Operating Expenditures Buses, costs for field trips, assemblies, classroom presentations
4000	LCFF - Supplemental 4000-4999: Books And Supplies Fund school wide activities/assemblies, craft supplies and treats, speakers for assemblies, clubs and play for special school wide events and celebrations
20,000	District Funded 0001-0999: Unrestricted: Locally Defined purchase new furniture for library space that is conducive to hosting students, family and parent events celebrations
5000	LCFF - Base

	4000-4999: Books And Supplies Speakers, Amazon music account and other technology for special events- community
2000	LCFF 5000-5999: Services And Other Operating Expenditures Extra hourly for PBIS staff for beginning of year preparations for welcome back assemblies and events
1,000	After School and Education Safety (ASES) 1000-1999: Certificated Personnel Salaries pay certificated staff to support ASES program when needed

## Annual Review

### SPSA Year Reviewed: 2022-23

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

### ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

Data is not yet finalized for the 22-23 school year. Families responded positively to all interventions for attendance.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

All expenditures were made as planned.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

Goals will continue as planned, unless data indicates that changes need to be made.

# Budget Summary

Complete the table below. Schools may include additional information. Adjust the table as needed. The Budget Summary is required for schools funded through the ConApp, and/or that receive funds from the LEA for Comprehensive Support and Improvement (CSI).

## Budget Summary

Description	Amount
Total Funds Provided to the School Through the Consolidated Application	\$
Total Federal Funds Provided to the School from the LEA for CSI	\$
Total Funds Budgeted for Strategies to Meet the Goals in the SPSA	\$394,894.00

## Other Federal, State, and Local Funds

List the additional Federal programs that the school is including in the schoolwide program. Adjust the table as needed. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

Federal Programs	Allocation (\$)
Title I	\$101,500.00
Title II Part A: Improving Teacher Quality	\$19,500.00
Title III	\$64,000.00

Subtotal of additional federal funds included for this school: \$185,000.00

List the State and local programs that the school is including in the schoolwide program. Duplicate the table as needed.

State or Local Programs	Allocation (\$)
After School and Education Safety (ASES)	\$34,500.00
District Funded	\$74,594.00
LCFF	\$29,500.00
LCFF - Base	\$5,000.00
LCFF - Supplemental	\$66,300.00

Subtotal of state or local funds included for this school: \$209,894.00

Total of federal, state, and/or local funds for this school: \$394,894.00

# School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

- 1 School Principal
- 3 Classroom Teachers
- 1 Other School Staff
- 5 Parent or Community Members

Name of Members	Role
Amariah Hernandez	Principal
Ebby Della Mora	Other School Staff
Lacie Wall	Parent or Community Member
Raven Graham	Classroom Teacher
Charlene Oatey	Classroom Teacher
Charlene Cherman	Classroom Teacher
Chris Garcia	Parent or Community Member
Sam Rolens	Parent or Community Member
Megan Sutton	Parent or Community Member
Carrie Castillo-Murante	Parent or Community Member

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.




# Recommendations and Assurances

The School Site Council (SSC) recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the School Plan for Student Achievement (SPSA) requiring board approval.

The SSC sought and considered all recommendations from the following groups or committees before adopting this plan:



Signature	Committee or Advisory Group Name
	State Compensatory Education Advisory Committee
	English Learner Advisory Committee
	Special Education Advisory Committee
Other: Parents: Chris Garcia, Sam Rolens Megan Sutton, Carrie Castillo-Mustante., Lacie Wall Staff: Ebby Dellamora, Raven Graham, Charlene Sheman, Amariah Hernandez, Charlene Oatey	

The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

This SPSA was adopted by the SSC at a public meeting on October 20, 2021.

Attested:

	Principal, Amariah Hernandez on September 30, 2021
	SSC Chairperson, Lacie Wheeler on September 30, 2021

School Year: **2023-24**

# School Plan for Student Achievement (SPSA) Template

Instructions and requirements for completing the SPSA template may be found in the SPSA Template Instructions.

School Name	County-District-School (CDS) Code	Schoolsite Council (SSC) Approval Date	Local Board Approval Date
Westlake Elementary School	44698156049928	May 2022	

## Purpose and Description

Briefly describe the purpose of this plan (Select from Schoolwide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

Additional Targeted Support and Improvement  
Chronic Absenteeism and English Learner process for English Learners

Briefly describe the school's plan for effectively meeting the ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

EL progress: We will focus our efforts on targeted Professional Development related to instructing English Learners in order to bridge the achievement gap for our ELPAC.

Chronic Absenteeism We will frequently monitor attendance data in relation to our subgroups. Students have already been identified as we exit the 22/23 school year and we will open the school year with attendance contracts and weekly monitoring for these students.

# Comprehensive Needs Assessment Components

## Data Analysis

Please refer to the School and Student Performance Data section where an analysis is provided.

## Surveys

This section provides a description of surveys (i.e., Student, Parent, Teacher) used during the school-year, and a summary of results from the survey(s).

Each year, Santa Cruz City Schools publishes an Annual Family, Student and Staff Survey with results aggregated by school site. Results from Westlake's 2022-23 surveys are as follows:

### Family Survey

Please rate your level of agreement with the following statements:

- "I feel that my child is appropriately challenged in school" 75%
- "I feel that my child's school recognizes and values student accomplishments" 86%
- "When academics are challenging, I feel that my child's school supports my child to do better and improve" 80%
- "My child feels safe at school" 85%
- "I feel that teachers have high expectations for all students at my child's school" 78%
- "My child's school and the district seeks my input and ideas in decision making" 59%
- "When I contact my child's school, I receive courteous attention" 89%
- "I receive sufficient information regarding my child's education program, progress and needs" 83%
- "I feel that I receive clear and relevant communication about school and district related events and issues" 87%
- "I know who to go to with a problem or concern" 74%
- "The school website is clear and accessible" 62%

### Student Survey

Please rate your level of agreement with the following statements:

- "I feel connected and engaged with school" 81%
- "I feel that the school recognizes and values student accomplishments" 73%
- "When academics are challenging, I feel my school supports me well to do better and improve" 74%
- "When I have problems or challenges, I feel that there are adults at the school to help and support" 72%
- "All students are well-supported to improve academically" 76%
- "(If you are an English Learner) I feel there are enough supports for me to learn and improve my spoken and written English to progress at school" 21%
- "I feel safe at my school" 79%
- "I feel that teachers and administrators care about all students" 85%
- "My school is clean and well-maintained" 74%
- "I feel that teachers have high expectations for all students" 75%

### Staff Survey

Please rate your level of agreement with the following statements:

- "Students feel connected and engaged at my school" 97%
- "I feel that my school recognizes and values student accomplishments" 94%
- "When academics are challenging, my school supports students to do better and improve" 78%
- "When students have personal problems or challenges, adults at my school work to help and support them" 88%
- Please rate your level of agreement with the following statement, "Under-performing students are well supported to improve academically at my school" 63%
- "I feel there are enough supports for English Learners progress at my school" 44%
- "Students feel safe at my school" 88%
- "My school is clean and well-maintained" 63%
- "I feel that teachers have high expectations for all students" 94%

## Classroom Observations

This section provides a description of types and frequency of classroom observations conducted during the school-year and a summary of findings.

Classroom observations were performed weekly across the site. Data collected proved that students were engaged in standards based academic instruction that included peer collaboration, small group instruction and independent practice. Site wide PD for the 22/23 school year focused on Teachers collaborated with peers to create and communicate learning

intentions and success criteria in the content areas of: math, writing and social emotional curriculum. Evidence from classroom observations proves that teachers were communicating learning intentions on a regular basis.

## Analysis of Current Instructional Program

The following statements are derived from the Elementary and Secondary Education Act (ESEA) of 1965 and Essential Program Components (EPCs). In conjunction with the needs assessments, these categories may be used to discuss and develop critical findings that characterize current instructional practice for numerically significant subgroups as well as individual students who are:

- Not meeting performance goals
- Meeting performance goals
- Exceeding performance goals

Discussion of each of these statements should result in succinct and focused findings based on verifiable facts. Avoid vague or general descriptions. Each successive school plan should examine the status of these findings and note progress made. Special consideration should be given to any practices, policies, or procedures found to be noncompliant through ongoing monitoring of categorical programs.

## Standards, Assessment, and Accountability

Use of state and local assessments to modify instruction and improve student achievement (ESEA)

The iReady data growth over the year has been significant. Diagnostic 1 in the fall showed that only 48% of our students scored proficient on the iReady reading diagnostic and 29% on the math diagnostic. The end of year diagnostic showed tremendous growth with 81% (reading) and 73% (math) achieving proficiency.

Overall students performed well on the CAASPP reading (42.5 points above standard) and math (22.4 points above standard). However, our sub groups such as low SES, Hispanic and SpEd scored lower than the overall and white student demographics. Westlake is currently in ATSI for not meeting growth within the ELPAC for our EL students. Only 27.8% of our ELs made sufficient progress on the ELPAC during the 21/22 school year.

During the 23/24 school year we will be focusing our professional development on specific strategies related to English Learners primarily in reading and writing of non-fiction text. Teachers who have EL students in their classes will also have release and collaboration time in order to analyze student work and review instructional strategies to meet the student need.

Use of data to monitor student progress on curriculum-embedded assessments and modify instruction (EPC)

Local assessment and statewide assessment data is monitored by site based RTI coordinators. RTI coordinators, principal, RSP teachers and grade level teachers meet quarterly in order to review data. During these review meetings the team discusses any Tier 1 strategies that are appropriate given the data. The team also identifies students eligible for Tier 2 and Tier 3 academic interventions based on the data.

## Staffing and Professional Development

Status of meeting requirements for highly qualified staff (ESEA)

During the 23/24 school year all staff meet the requirements for highly qualified staff with the exception of an Intern Teaching Candidate in our 2/3 SDC class as evidenced by "Standard Met" on the California School Dashboard - Local Indicators.

Sufficiency of credentialed teachers and teacher professional development (e.g., access to instructional materials training on SBE-adopted instructional materials) (EPC)

All teachers are sufficiently credentialed and have equal access to professional development as evidenced by "Standard Met" on the California School Dashboard - Local Indicators.

Alignment of staff development to content standards, assessed student performance, and professional needs (ESEA)

For the 23/24 school year the professional development focus will be on ELD strategies related to reading and writing of nonfiction text. This professional development plan builds off of our 22/23 PD plan where staff participated in PD related to the writing units and rubric calibration. The PD plan for 23/24 was built off of our ELPAC and CAASPP data as well as teacher buy-in for wanting to continue with the expository writing strand.

Ongoing instructional assistance and support for teachers (e.g., use of content experts and instructional coaches) (EPC)

District Teachers on Special Assignment (TOSAs) that support teachers are as follows:

History/Social Studies TOSA

English Learner TOSA

Computer Science TOSA

Additionally, there are 2 full-time RTI Coordinators that support intervention strategies and data to inform interventions and instruction in both ELA and Math. Our RTI coordinators also provide designated ELD pull-out for all general education and RSP students who are classified as EL

Teacher collaboration by grade level (kindergarten through grade eight [K–8]) and department (grades nine through twelve) (EPC)

Teachers are continually collaborating both within a PLC and professional development.

## Teaching and Learning

Alignment of curriculum, instruction, and materials to content and performance standards (ESEA)

All adopted curriculum is based on Common Core standards. Additionally, high impact strategies are being implemented in classrooms and include Integrated ELD, Hattie's High Impact Strategies such as Teacher Clarity is utilized in all classrooms.

Adherence to recommended instructional minutes for reading/language arts and mathematics (K–8) (EPC)

Schools publish yearly schedules in reading language/arts and mathematics based on recommended instructional minutes in grades K - 8. Additionally, schools are required to turn in their planned instructional minutes in the Spring so District oversight ensures compliance.

Lesson pacing schedule (K–8) and master schedule flexibility for sufficient numbers of intervention courses (EPC)

Local assessment and statewide assessment data is monitored by site based RTI coordinators. RTI coordinators, principal, RSP teachers and grade level teachers meet quarterly in order to review data. The team identifies students eligible for Tier 2 and Tier 3 academic interventions based on the data. Our school schedule has intervention time built into the schedule for each grade level. These times are scaffolded so that all grade levels can have maximum support available. Students are grouped based on need and aligned with a curriculum that meets their specific academic deficit.

Availability of standards-based instructional materials appropriate to all student groups (ESEA)

100% of students have access to standards-based instructional materials appropriate to their course and grade level as noted in the School Accountability Report Card (SARC).

Use of SBE-adopted and standards-aligned instructional materials, including intervention materials, and for high school students, access to standards-aligned core courses (EPC)

All courses offered are aligned to the Common Core standards and frameworks. Intervention materials are also aligned to the skills needed to become grade-level proficient based on the Common Core standards.

## Opportunity and Equal Educational Access

Services provided by the regular program that enable underperforming students to meet standards (ESEA)

Our school schedule has intervention time built into the schedule for each grade level. These times are scaffolded so that all grade levels can have maximum support available. Students are grouped based on need and aligned with a curriculum that meets their specific academic deficit. We also offer an after school tutoring program specifically related to math.

Evidence-based educational practices to raise student achievement

This year's PD focused on multiple High Impact Strategies, specifically: Teacher Clarity, Learning Outcomes and Success Criteria. PD related to this included creating Learning Outcomes and Success Criteria specifically aligned to PLCs

## Parental Engagement

Resources available from family, school, district, and community to assist under-achieving students (ESEA)

Our school schedule has intervention time built into the schedule for each grade level. These times are scaffolded so that all grade levels can have maximum support available. Students are grouped based on need and aligned with a curriculum that meets their specific academic deficit. We also offer an after school tutoring program specifically related to math.

Involvement of parents, community representatives, classroom teachers, other school personnel, and students in secondary schools, in the planning, implementation, and evaluation of ConApp programs (5 California Code of Regulations 3932)

SCCS regularly elicits input on programs from families, teachers, classified staff and secondary school students throughout the year. This is achieved through surveys, input meetings, the District Advisory Committee (parents & staff) and visits to secondary classrooms.

## Funding

Services provided by categorical funds that enable underperforming students to meet standards (ESEA)

ESSER funded programs include RTI coordinator (1) and paraeducators (2) and a math tutoring after school program. LCFF supplemental funds were utilized to fund an RTI Coordinator (1) and paraeducators (5). ELOP funds are available for after school enrichment and tutoring programs.

Fiscal support (EPC)

SCCS has allocated \$10,000 from LCFF Supplemental to each school in ATSI.

## Educational Partner Involvement

How, when, and with whom did the school consult as part of the planning process for this SPSA/Annual Review and Update?

### Involvement Process for the SPSA and Annual Review and Update

The School Site Council meets as needed to provide input to the SPSA, monitor progress towards goals, and approve expenditures. The Site Council also reviews the prior year SPSA and achievement of annual goals. The Westlake PTA and PTA Executive Board are consulted on the school goals annually. An annual review of the prior year goals and current year goals is also provided at the first PTA meeting of the year.

## Resource Inequities

Briefly identify and describe any resource inequities identified as a result of the required needs assessment, as applicable.

# School and Student Performance Data

## Student Enrollment Enrollment By Student Group

Student Enrollment by Subgroup						
Student Group	Percent of Enrollment			Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23
American Indian	%	%	0%			0
African American	1.1%	1.24%	1.27%	5	6	6
Asian	6.8%	6.19%	4.87%	32	30	23
Filipino	%	0.41%	0.21%		2	1
Hispanic/Latino	22.2%	20.41%	18.43%	104	99	87
Pacific Islander	%	%	0.42%			2
White	61.1%	58.97%	61.02%	286	286	288
Multiple/No Response	8.8%	10.72%	11.44%	41	52	54
	<b>Total Enrollment</b>			468	485	472

## Student Enrollment Enrollment By Grade Level

Student Enrollment by Grade Level			
Grade	Number of Students		
	20-21	21-22	22-23
Kindergarten	81	82	77
Grade 1	72	86	73
Grade 2	72	69	82
Grade 3	86	74	71
Grade 4	81	90	82
Grade 5	76	84	87
<b>Total Enrollment</b>	468	485	472

### Conclusions based on this data:

1. Enrollment has declined over the last three years.
2. The demographic distribution of students has remained relatively constant with 20% Hispanic and 60% white.



# School and Student Performance Data

## Student Enrollment English Learner (EL) Enrollment

English Learner (EL) Enrollment						
Student Group	Number of Students			Percent of Students		
	20-21	21-22	22-23	20-21	21-22	22-23
English Learners	31	39	25	6.60%	8.0%	5.3%
Fluent English Proficient (FEP)	24	25	28	5.10%	5.2%	5.9%
Reclassified Fluent English Proficient (RFEP)	2			6.5%		

### Conclusions based on this data:

1. Approximately 5% of all students are English Learners.

# School and Student Performance Data

## CAASPP Results English Language Arts/Literacy (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3	89	79		0	77		0	77		0.0	97.5	
Grade 4	80	88		0	88		0	88		0.0	100.0	
Grade 5	78	84		0	83		0	83		0.0	98.8	
All Grades	247	251		0	248		0	248		0.0	98.8	

The "% of Enrolled Students Tested" showing in this table is not the same as "Participation Rate" for federal accountability purposes.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		2460.			40.26			19.48			23.38			16.88	
Grade 4		2519.			50.00			26.14			9.09			14.77	
Grade 5		2546.			38.55			32.53			14.46			14.46	
All Grades	N/A	N/A	N/A		43.15			26.21			15.32			15.32	

Reading Demonstrating understanding of literary and non-fictional texts												
Grade Level	% Above Standard			% At or Near Standard			% Below Standard					
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23			
Grade 3		35.06			49.35			15.58				
Grade 4		38.64			47.73			13.64				
Grade 5		33.73			59.04			7.23				
All Grades		35.89			52.02			12.10				

Writing Producing clear and purposeful writing									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		28.57			48.05			23.38	
Grade 4		36.36			46.59			17.05	
Grade 5		30.49			52.44			17.07	
All Grades		31.98			48.99			19.03	

Listening Demonstrating effective communication skills									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		22.08			68.83			9.09	
Grade 4		17.05			72.73			10.23	
Grade 5		15.85			76.83			7.32	
All Grades		18.22			72.87			8.91	

Research/Inquiry Investigating, analyzing, and presenting information									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		29.87			53.25			16.88	
Grade 4		32.95			56.82			10.23	
Grade 5		26.51			65.06			8.43	
All Grades		29.84			58.47			11.69	

**Conclusions based on this data:**

- 69% of students in grades 3-5 met or exceeded standard on the English Language Arts test in the spring of 2022
- Clusters show strong performance in all areas. Listening cluster appears to be an area for growth.

# School and Student Performance Data

## CAASPP Results Mathematics (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3	89	79		0	77		0	77		0.0	97.5	
Grade 4	80	88		0	88		0	88		0.0	100.0	
Grade 5	78	84		0	83		0	83		0.0	98.8	
All Grades	247	251		0	248		0	248		0.0	98.8	

\* The “% of Enrolled Students Tested” showing in this table is not the same as “Participation Rate” for federal accountability purposes.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		2463.			32.47			33.77			14.29			19.48	
Grade 4		2510.			31.82			31.82			22.73			13.64	
Grade 5		2541.			38.55			15.66			26.51			19.28	
All Grades	N/A	N/A	N/A		34.27			27.02			21.37			17.34	

Concepts & Procedures Applying mathematical concepts and procedures									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		35.06			49.35			15.58	
Grade 4		37.50			44.32			18.18	
Grade 5		36.14			45.78			18.07	
All Grades		36.29			46.37			17.34	

Problem Solving & Modeling/Data Analysis Using appropriate tools and strategies to solve real world and mathematical problems									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		41.56			35.06			23.38	
Grade 4		35.23			51.14			13.64	
Grade 5		36.14			48.19			15.66	
All Grades		37.50			45.16			17.34	

Communicating Reasoning Demonstrating ability to support mathematical conclusions									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		27.27			62.34			10.39	
Grade 4		36.36			48.86			14.77	
Grade 5		31.33			54.22			14.46	
All Grades		31.85			54.84			13.31	

**Conclusions based on this data:**

1. 61% of all students met or exceeded standard in the spring of 2022.
2. 3rd grade had the highest number of students who met or exceeded standard at 72%.

# School and Student Performance Data

## ELPAC Results

ELPAC Summative Assessment Data Number of Students and Mean Scale Scores for All Students												
Grade Level	Overall			Oral Language			Written Language			Number of Students Tested		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
K	1397.8	1418.3		1417.1	1426.6		1352.6	1398.3		11	11	
1	*	*		*	*		*	*		5	*	
2	*	*		*	*		*	*		4	*	
3	*	*		*	*		*	*		9	5	
4	*	*		*	*		*	*		4	6	
5	*	*		*	*		*	*		5	*	
All Grades										38	31	

Overall Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
K	0.00	27.27		36.36	36.36		27.27	0.00		36.36	36.36		11	11	
1	*	*		*	*		*	*		*	*		*	*	
2	*	*		*	*		*	*		*	*		*	*	
3	*	*		*	*		*	*		*	*		*	*	
4	*	*		*	*		*	*		*	*		*	*	
5	*	*		*	*		*	*		*	*		*	*	
All Grades	7.89	25.81		39.47	25.81		26.32	3.23		26.32	45.16		38	31	

Oral Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
K	18.18	36.36		27.27	18.18		27.27	18.18		27.27	27.27		11	11	
1	*	*		*	*		*	*		*	*		*	*	
2	*	*		*	*		*	*		*	*		*	*	
3	*	*		*	*		*	*		*	*		*	*	
4	*	*		*	*		*	*		*	*		*	*	
5	*	*		*	*		*	*		*	*		*	*	
All Grades	28.95	29.03		26.32	19.35		26.32	29.03		18.42	22.58		38	31	

Written Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
K	0.00	9.09		9.09	45.45		63.64	9.09		27.27	36.36		11	11	
1	*	*		*	*		*	*		*	*		*	*	
2	*	*		*	*		*	*		*	*		*	*	
3	*	*		*	*		*	*		*	*		*	*	
4	*	*		*	*		*	*		*	*		*	*	
5	*	*		*	*		*	*		*	*		*	*	
All Grades	0.00	9.68		18.42	35.48		47.37	9.68		34.21	45.16		38	31	

Listening Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
K	18.18	45.45		63.64	27.27		18.18	27.27		11	11	
1	*	*		*	*		*	*		*	*	
2	*	*		*	*		*	*		*	*	
3	*	*		*	*		*	*		*	*	
4	*	*		*	*		*	*		*	*	
5	*	*		*	*		*	*		*	*	
All Grades	26.32	32.26		50.00	45.16		23.68	22.58		38	31	

Speaking Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
K	9.09	18.18		54.55	45.45		36.36	36.36		11	11	
1	*	*		*	*		*	*		*	*	
2	*	*		*	*		*	*		*	*	
3	*	*		*	*		*	*		*	*	
4	*	*		*	*		*	*		*	*	
5	*	*		*	*		*	*		*	*	
All Grades	23.68	25.81		55.26	38.71		21.05	35.48		38	31	

Reading Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
<b>K</b>	0.00	18.18		72.73	54.55		27.27	27.27		11	11	
<b>1</b>	*	*		*	*		*	*		*	*	
<b>2</b>	*	*		*	*		*	*		*	*	
<b>3</b>	*	*		*	*		*	*		*	*	
<b>4</b>	*	*		*	*		*	*		*	*	
<b>5</b>	*	*		*	*		*	*		*	*	
<b>All Grades</b>	5.41	19.35		59.46	35.48		35.14	45.16		37	31	

Writing Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
<b>K</b>	9.09	36.36		27.27	27.27		63.64	36.36		11	11	
<b>1</b>	*	*		*	*		*	*		*	*	
<b>2</b>	*	*		*	*		*	*		*	*	
<b>3</b>	*	*		*	*		*	*		*	*	
<b>4</b>	*	*		*	*		*	*		*	*	
<b>5</b>	*	*		*	*		*	*		*	*	
<b>All Grades</b>	7.89	29.03		50.00	32.26		42.11	38.71		38	31	

**Conclusions based on this data:**

1. Number of students is not high enough for data to be statistically significant, thus it is not reported.



# School and Student Performance Data

## Student Population

For the past two years, many state and federal accountability requirements were waived or adjusted due to the impact of the COVID-19 pandemic on LEAs, schools, and students. Beginning with the 2021-22 school year, the requirements to hold schools and districts accountable for student outcomes has returned with the release of the 2022 California School Dashboard (Dashboard). The Every Student Succeeds Act is requiring all states to determine schools eligible for support. Similarly, under state law, Assembly Bill (AB) 130, which was signed into law in 2021, mandates the return of the Dashboard using only current year performance data to determine LEAs for support. Therefore, to meet this state requirement, only the 2021-22 school year data will be reported on the 2022 Dashboard for state indicators. (Data for Change [or the difference from prior year] and performance colors will not be reported.)

This section provides information about the school's student population.

2021-22 Student Population			
Total Enrollment	Socioeconomically Disadvantaged	English Learners	Foster Youth
<b>485</b>	<b>21.6</b>	<b>8.0</b>	<b>0.6</b>
Total Number of Students enrolled in Westlake Elementary School.	Students who are eligible for free or reduced priced meals; or have parents/guardians who did not receive a high school diploma.	Students who are learning to communicate effectively in English, typically requiring instruction in both the English Language and in their academic courses.	Students whose well being is the responsibility of a court.

2021-22 Enrollment for All Students/Student Group		
Student Group	Total	Percentage
English Learners	39	8.0
Foster Youth	3	0.6
Homeless	7	1.4
Socioeconomically Disadvantaged	105	21.6
Students with Disabilities	76	15.7

Enrollment by Race/Ethnicity		
Student Group	Total	Percentage
African American	6	1.2
American Indian		
Asian	30	6.2
Filipino	2	0.4
Hispanic	99	20.4
Two or More Races	52	10.7
Pacific Islander		
White	286	59.0

**Conclusions based on this data:**

1. One in every four students qualifies for free or reduced lunch.
2. Less than 10% of all students are English learners.
3. Approximately 16% of our students are students with disability.

# School and Student Performance Data

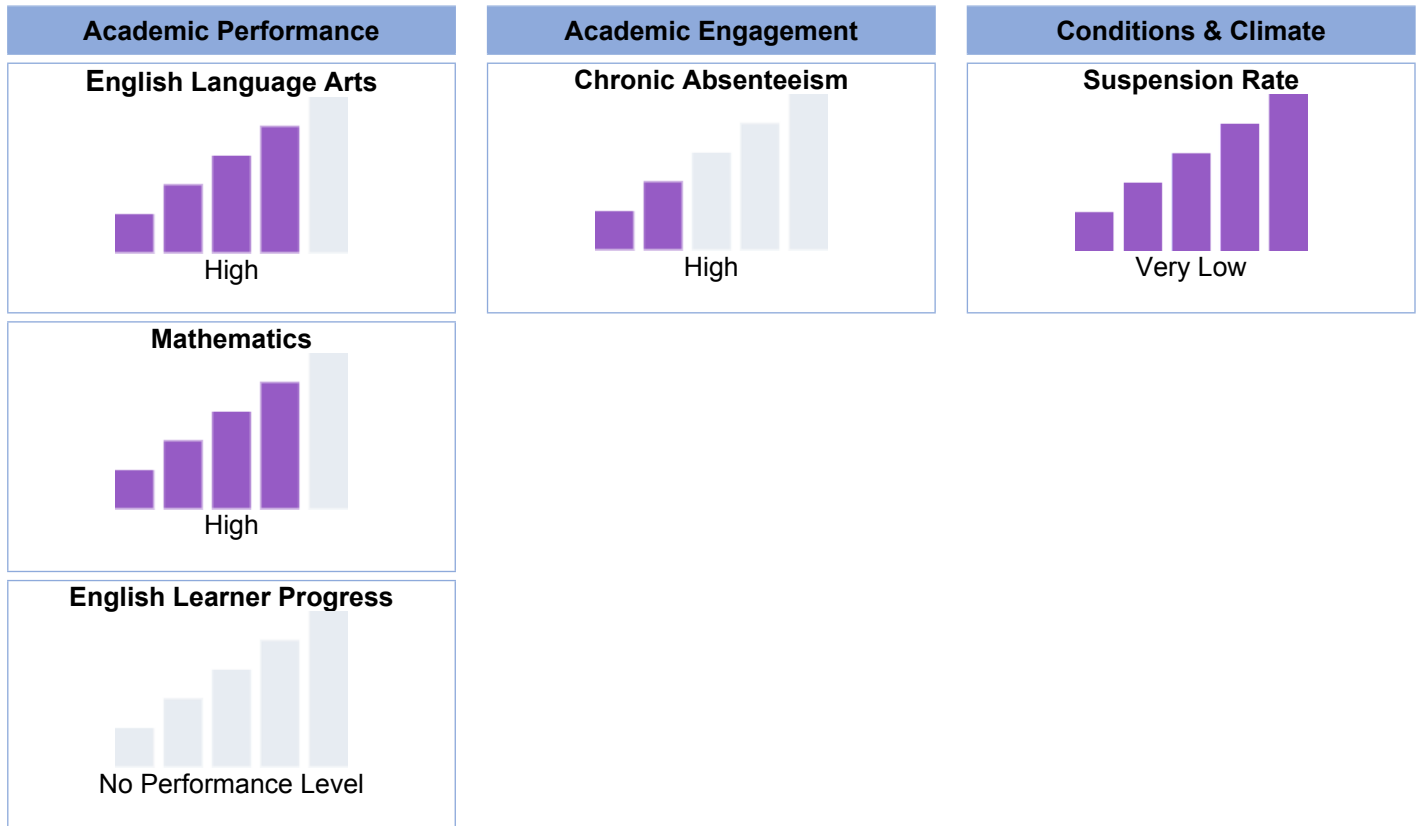
## Overall Performance

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



### 2022 Fall Dashboard Overall Performance for All Students



#### Conclusions based on this data:

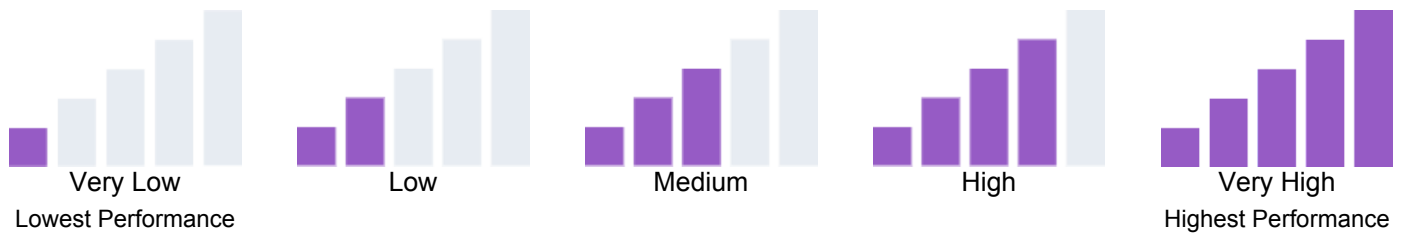
1. Chronic Absenteeism is an area for growth.

# School and Student Performance Data

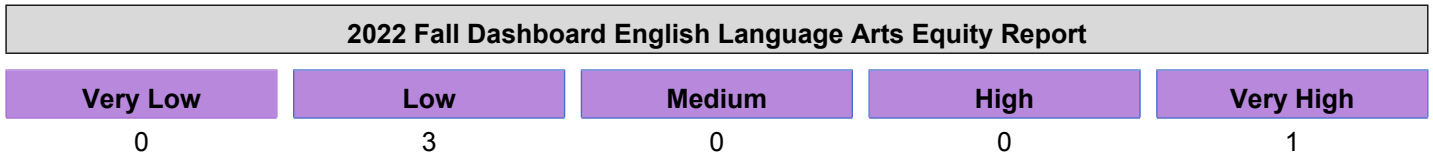
## Academic Performance English Language Arts

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

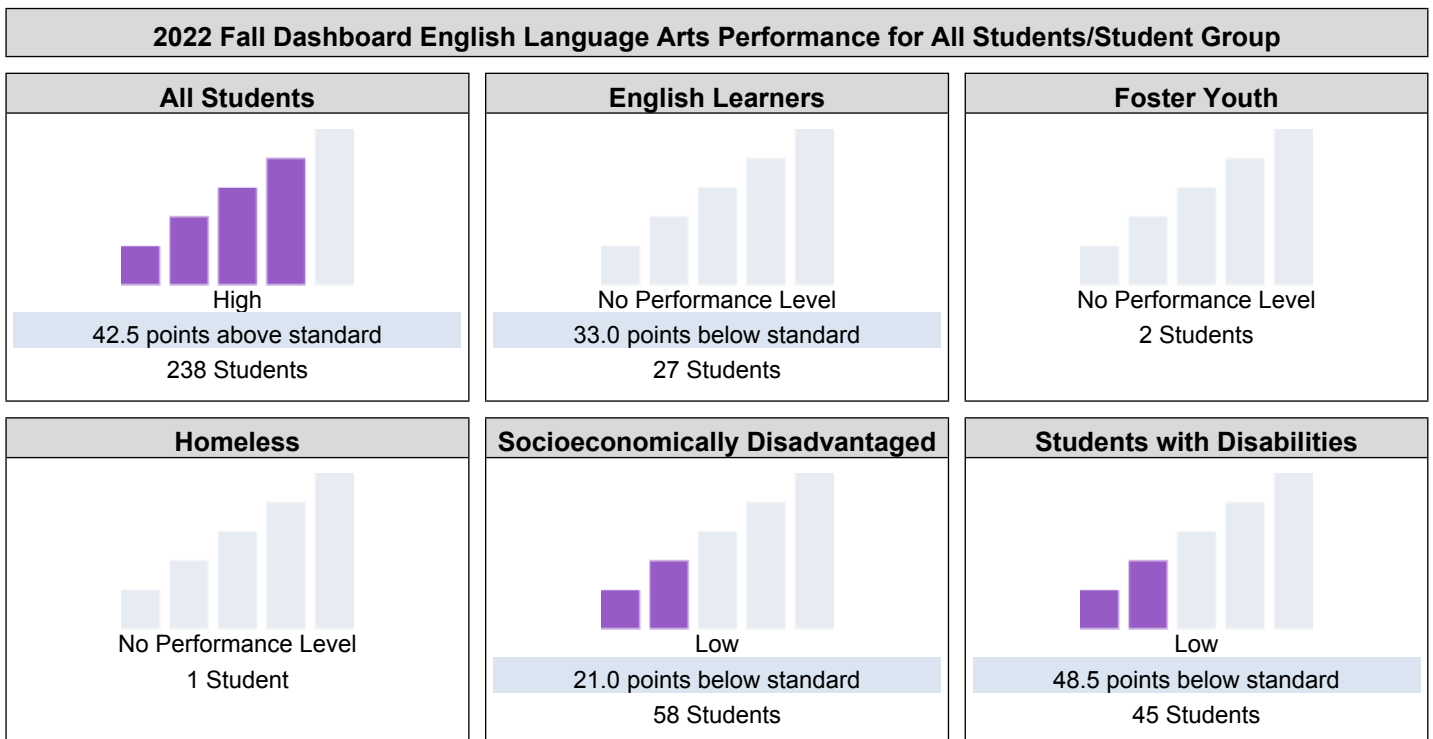
Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



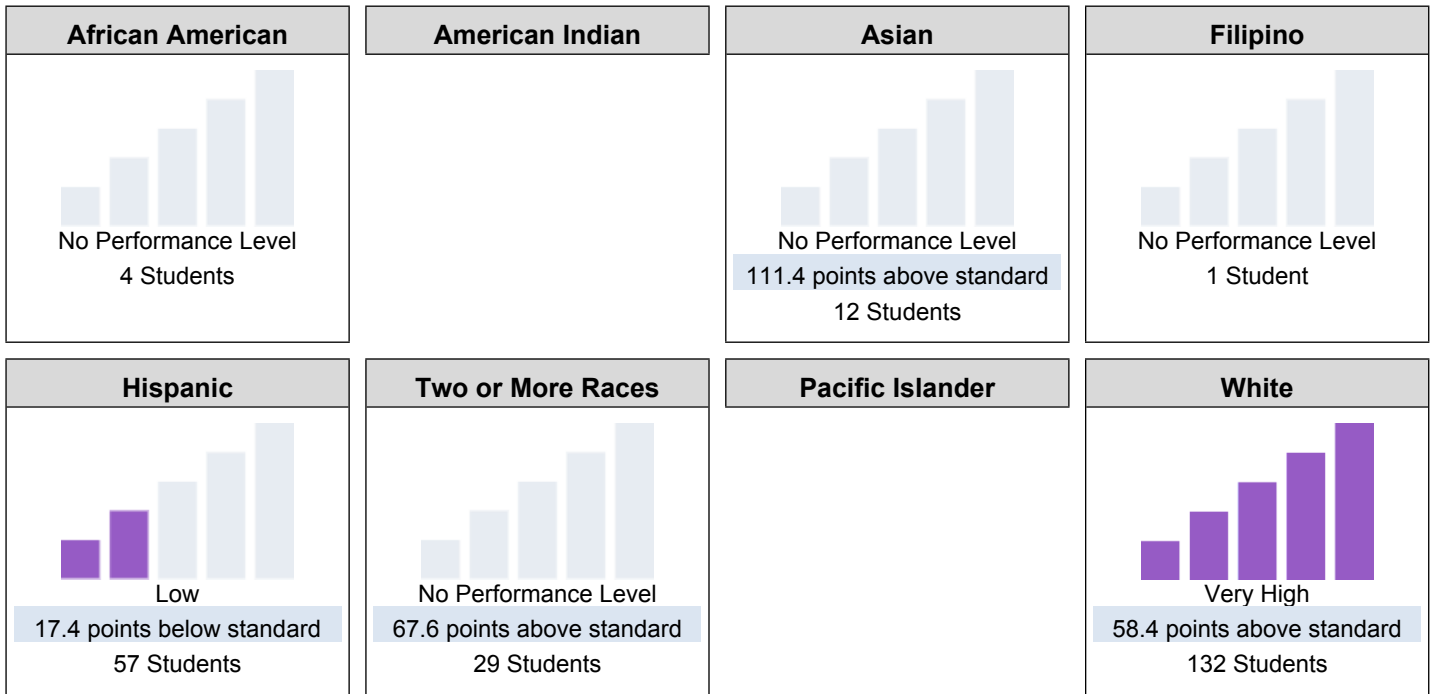
This section provides number of student groups in each level.



This section provides a view of how well students are meeting grade-level standards on the English Language Arts assessment. This measure is based on student performance on either the Smarter Balanced Summative Assessment or the California Alternate Assessment, which is taken annually by students in grades 3–8 and grade 11.



### 2022 Fall Dashboard English Language Arts Performance by Race/Ethnicity



This section provides additional information on distance from standard for current English learners, prior or Reclassified English learners, and English Only students in English Language Arts.

### 2022 Fall Dashboard English Language Arts Data Comparisons for English Learners

Current English Learner	Reclassified English Learners	English Only
<p>131.6 points below standard</p> <p>13 Students</p>	<p>58.6 points above standard</p> <p>14 Students</p>	<p>51.2 points above standard</p> <p>204 Students</p>

#### Conclusions based on this data:

1. Overall high performance for all students.
2. Sub group performance needing improvement for Socioeconomically Disadvantaged students, and Students with Disabilities.
3. Hispanic student performance is disproportionately lower than all students and needs improvement.

# School and Student Performance Data

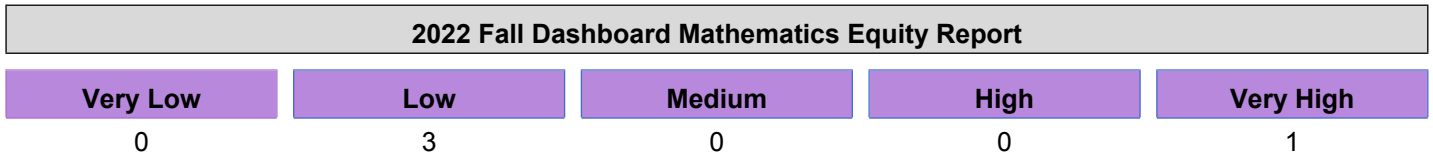
## Academic Performance Mathematics

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

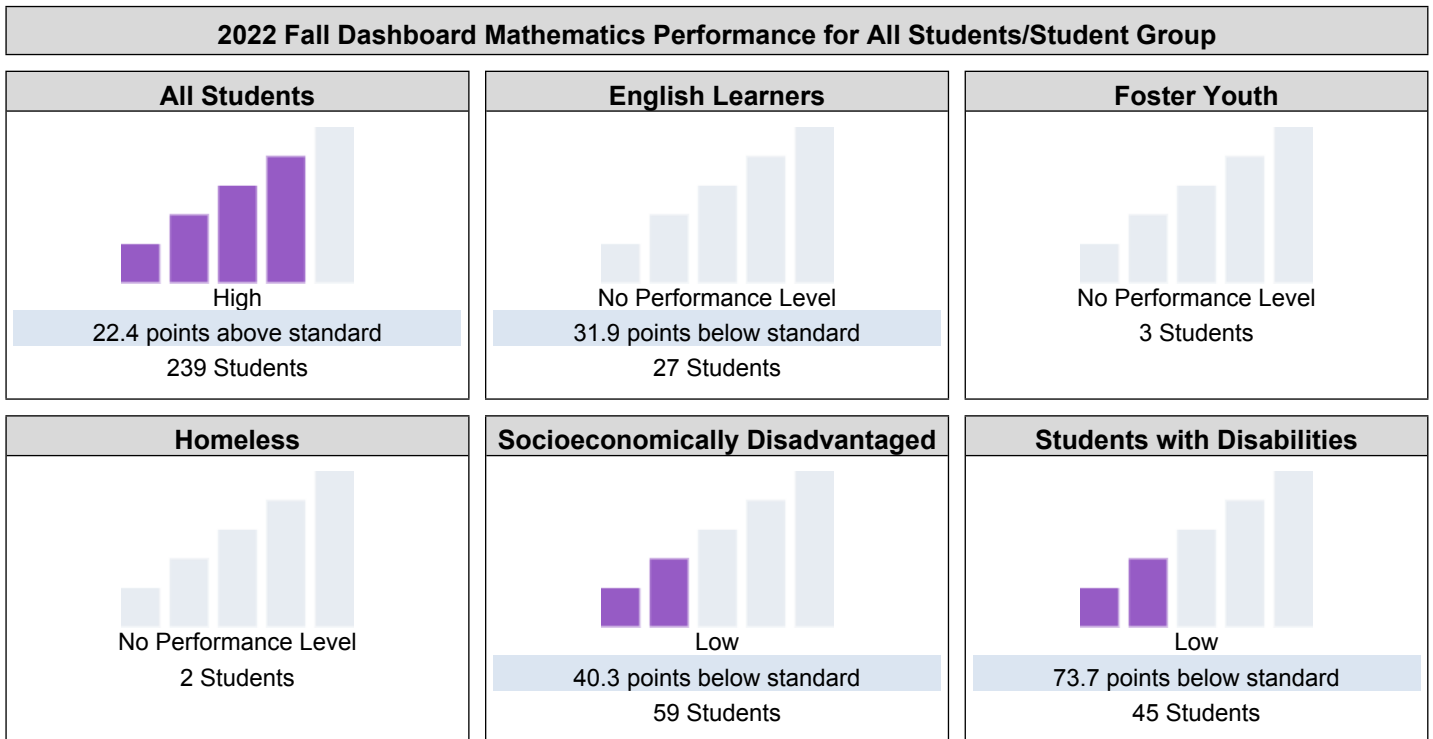
Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



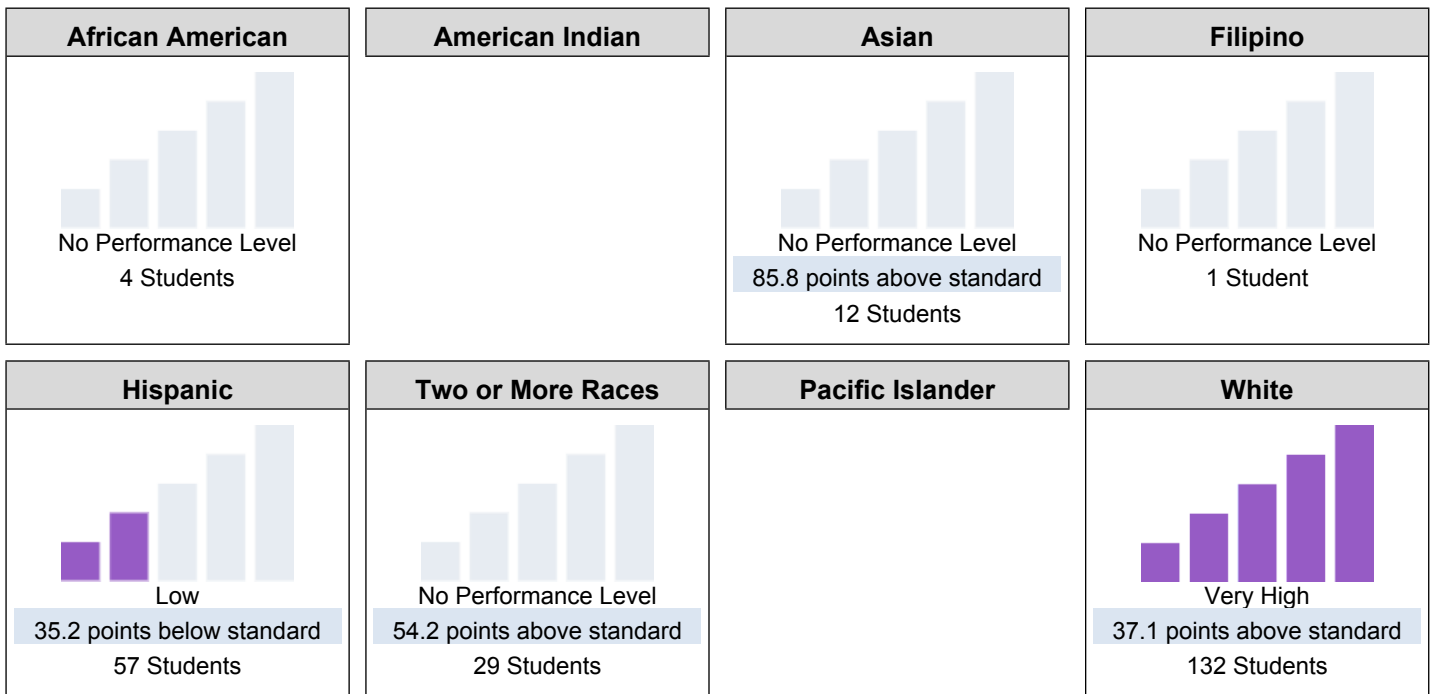
This section provides number of student groups in each level.



This section provides a view of how well students are meeting grade-level standards on the Mathematics assessment. This measure is based on student performance either on the Smarter Balanced Summative Assessment or the California Alternate Assessment, which is taken annually by students in grades 3–8 and grade 11.



### 2022 Fall Dashboard Mathematics Performance by Race/Ethnicity



This section provides additional information on distance from standard for current English learners, prior or Reclassified English learners, and English Only students in mathematics

### 2022 Fall Dashboard Mathematics Data Comparisons for English Learners

Current English Learner	Reclassified English Learners	English Only
96.9 points below standard 13 Students	28.5 points above standard 14 Students	28.1 points above standard 205 Students

#### Conclusions based on this data:

1. Overall high performance for all students.
2. Sub group performance needing improvement for Socioeconomically Disadvantaged students, and Students with Disabilities.
3. Hispanic student performance is disproportionately lower than all students and needs improvement.

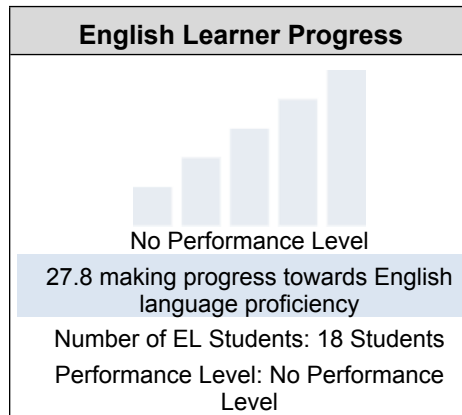
# School and Student Performance Data

## Academic Performance English Learner Progress

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

This section provides information on the percentage of current EL students making progress towards English language proficiency or maintaining the highest level.

### 2022 Fall Dashboard English Learner Progress Indicator



This section provides a view of the percentage of current EL students who progressed at least one ELPI level, maintained ELPI level 4, maintained lower ELPI levels (i.e., levels 1, 2L, 2H, 3L, or 3H), or decreased at least one ELPI Level.

### 2022 Fall Dashboard Student English Language Acquisition Results

Decreased One ELPI Level	Maintained ELPI Level 1, 2L, 2H, 3L, or 3H	Maintained ELPI Level 4	Progressed At Least One ELPI Level
11.1%	61.1%	0.0%	27.8%

#### Conclusions based on this data:

1. Only 28% of current ELs are making progress on the ELPAC



# School and Student Performance Data

## Academic Performance College/Career Report

College/Career data provides information on whether high school students are prepared for success after graduation based on measures like graduation rate, performance on state tests, and college credit courses. College/Career data was not reported in 2022.

### Conclusions based on this data:

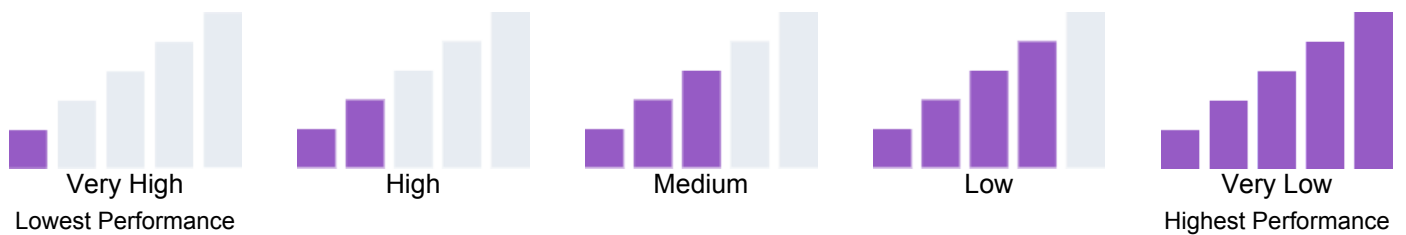
1. No reportable data.

# School and Student Performance Data

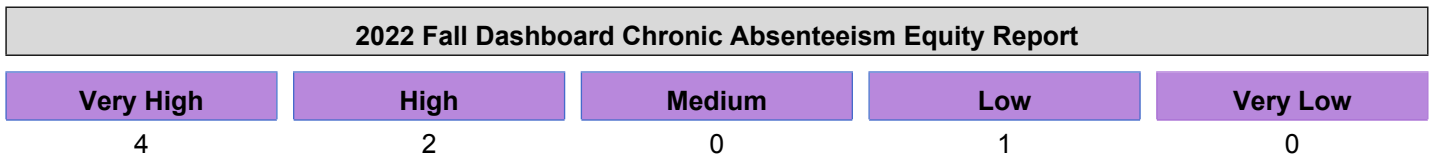
## Academic Engagement Chronic Absenteeism

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

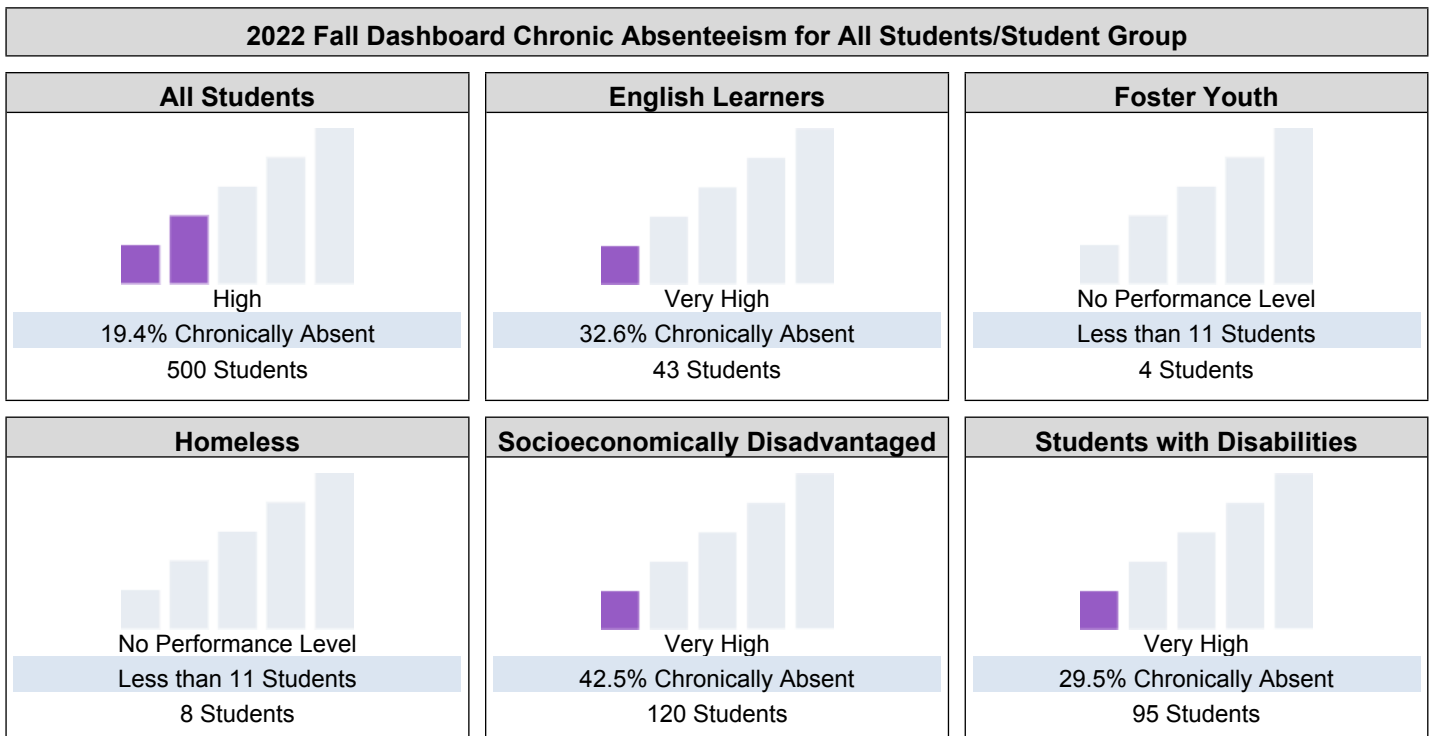
Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



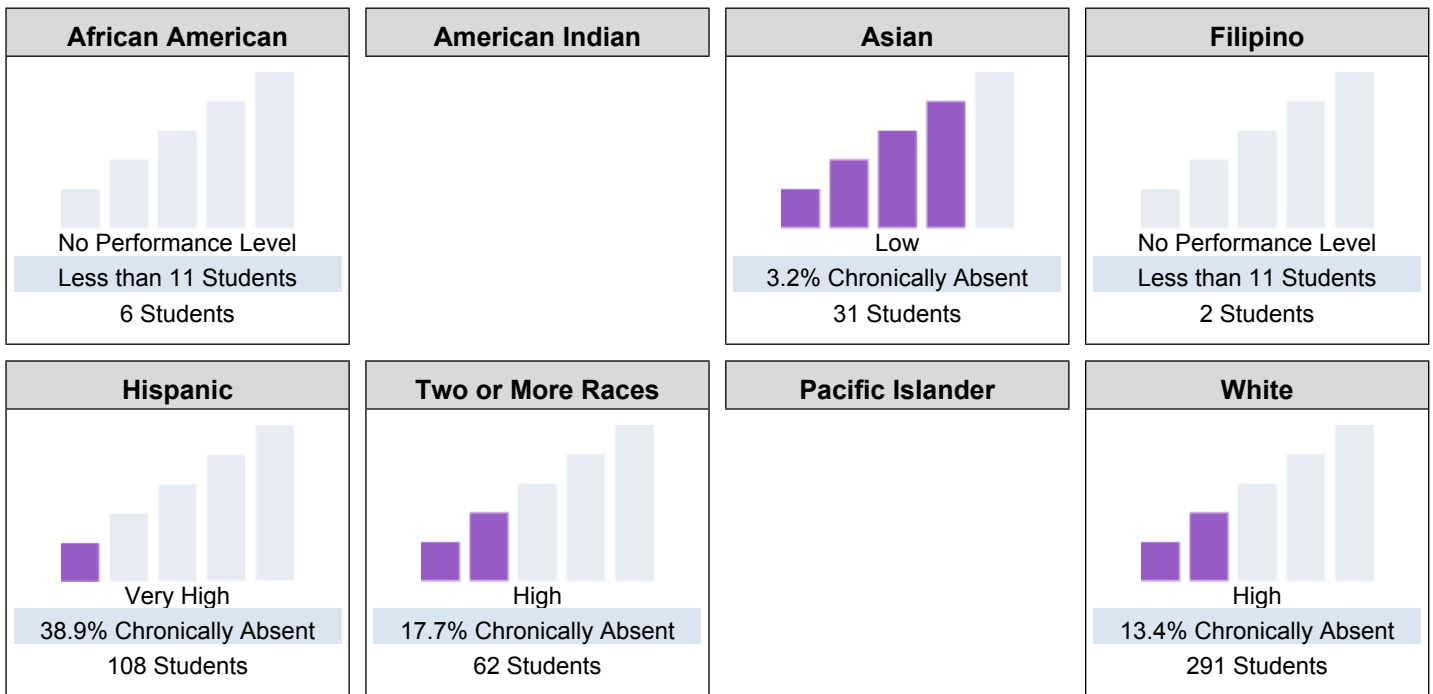
This section provides number of student groups in each level.



This section provides information about the percentage of students in kindergarten through grade 8 who are absent 10 percent or more of the instructional days they were enrolled.



**2022 Fall Dashboard Chronic Absenteeism by Race/Ethnicity**



**Conclusions based on this data:**

1. English Learners and Socioeconomically Disadvantaged student groups have higher percentages of chronic absenteeism than other groups.
2. Chronic Absenteeism is high among all groups.

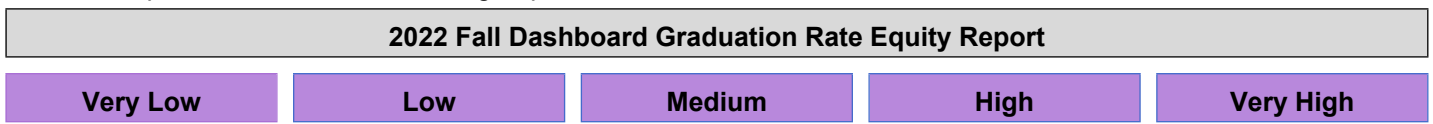
# School and Student Performance Data

## Academic Engagement Graduation Rate

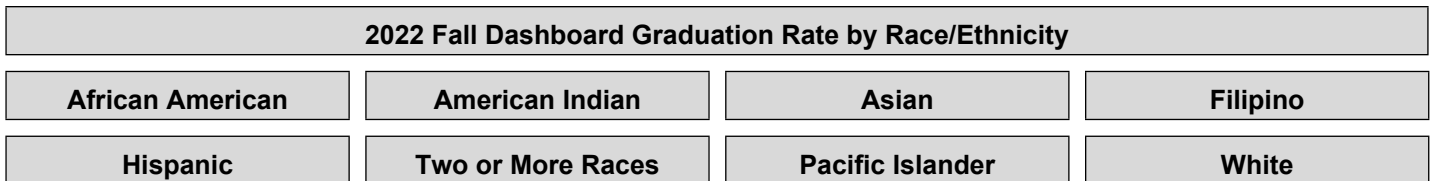
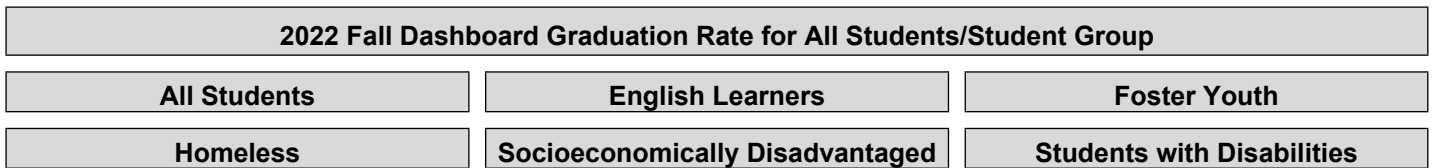
Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

Very Low	Low	Medium	High	Very High
Lowest Performance				Highest Performance

This section provides number of student groups in each level.



This section provides information about students completing high school, which includes students who receive a standard high school diploma.



### Conclusions based on this data:

- No reportable data.

# School and Student Performance Data

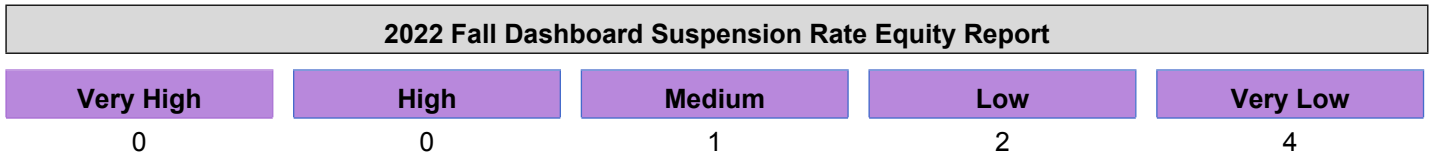
## Conditions & Climate Suspension Rate

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

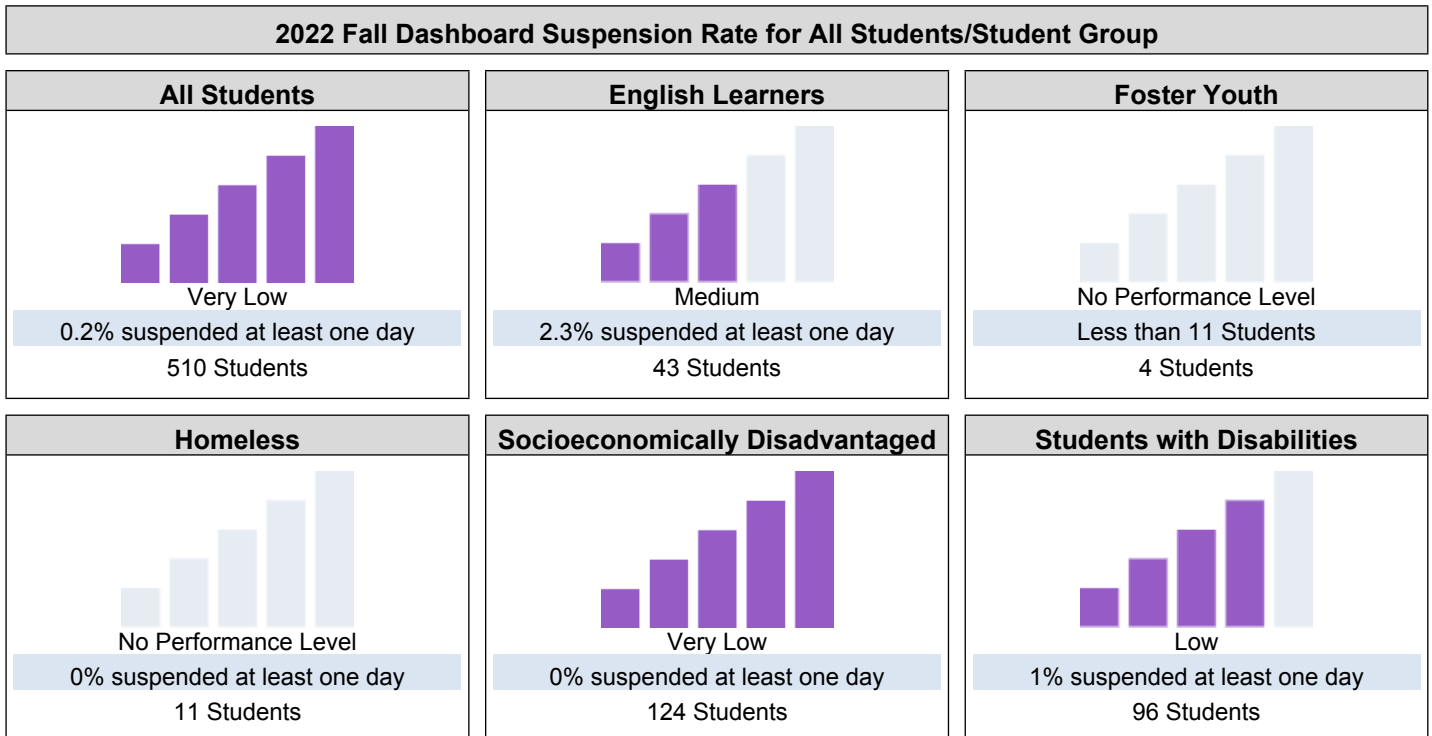
Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



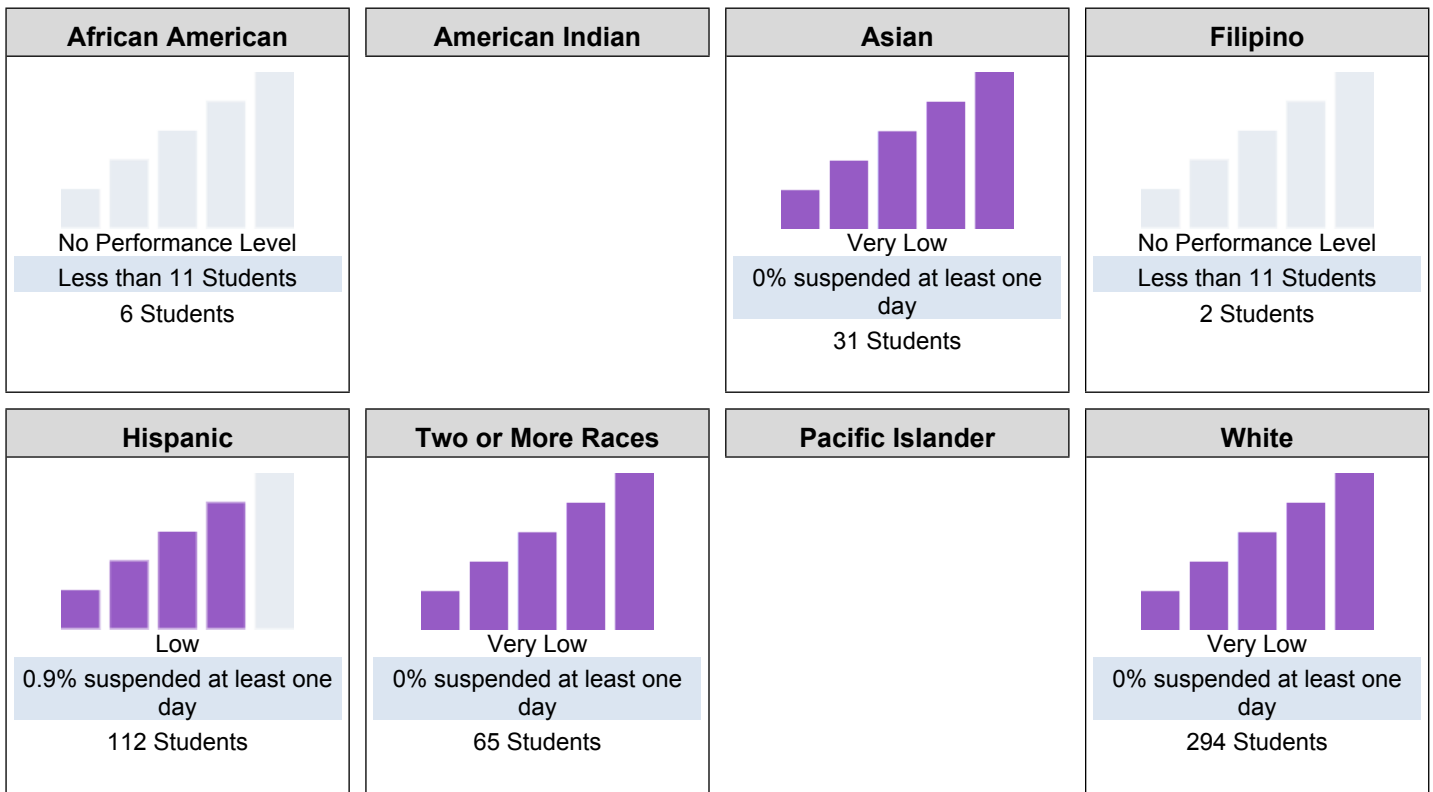
This section provides number of student groups in each level.



This section provides information about the percentage of students in kindergarten through grade 12 who have been suspended at least once in a given school year. Students who are suspended multiple times are only counted once.



**2022 Fall Dashboard Suspension Rate by Race/Ethnicity**



**Conclusions based on this data:**

1. Suspensions are low.

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## LEA/LCAP Goal

Goal #1: All SCCS students will be prepared to successfully access post-secondary college and career opportunities.  
 Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

## Goal 1

All students will make growth of at least 5 points in the distance from met on ELA CAASPP.

## Identified Need

## Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
English Language Arts CAASPP Data: All Students	42.5 above standards	"All Students" will improve a minimum of 5 points on the 2023-24 ELA CAASPP.
English Language Arts CAASPP Data: English Learners	33 points below standard	English Learners will improve a minimum of 5 points on the 2023-24 ELA CAASPP.
English Language Arts CAASPP Data: Students with Disabilities	48.5 points below standard	Students with Disabilities will improve a minimum of 5 points on the 2023-24 ELA CAASPP.
English Language Arts CAASPP Data: Socioeconomically Disadvantaged	21 points below standard	Socioeconomically Disadvantaged students will improve a minimum of 5 points on the 2023-24 ELA CAASPP.
English Language Arts CAASPP Data: Hispanic	17.4 points below standard	Hispanic students will improve a minimum of 5 points on the 2023-24 CAASPP.
English Language Arts CAASPP Data: White	58.4 points above standard	White students will improve a minimum of 5 points on the 2023-24 ELA CAASPP.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All student groups will be supported by this strategy/activity.

**Strategy/Activity**

A Tier 1 Academic Literacy school wide focus for the 2023-24 school year is on implementing fiction and nonfiction reading strategies. We will do this by focusing our year long site PD on using professional learning communities to identify essential standards, common assessments, and align instruction. We will use assessment results to create and maintain a system of interventions for students that do not master standards and extensions for those that do. Paraeducators will push into classrooms to support Tier 2 interventions in the classroom and will provide Tier 2 pull out interventions. RTI coordinator and staff will provide Tier 3 interventions to students.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
14784	LCFF - Supplemental 2000-2999: Classified Personnel Salaries Paraeducator Academic Intervention
12828	LCFF - Supplemental 2000-2999: Classified Personnel Salaries Paraeducator Academic Intervention
18290	LCFF - Supplemental 2000-2999: Classified Personnel Salaries Paraeducator Academic Intervention
17150	LCFF - Supplemental 2000-2999: Classified Personnel Salaries Paraeducator Academic Intervention
8000	Title II Part A: Improving Teacher Quality 5800: Professional/Consulting Services And Operating Expenditures Professional Development to support goal
5000	LCFF - Supplemental 4000-4999: Books And Supplies Teachers will purchase materials that support differentiated instruction in the classroom.

**Strategy/Activity 2****Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All students will be served by this strategy.

**Strategy/Activity**



Teachers will participate in lesson study and peer observations to develop collective teacher efficacy. Specifically, these cycles will focus on implementation of the HSS rollout and in-class Tier 2 reading interventions.

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

5000

Title II Part A: Improving Teacher Quality  
1000-1999: Certificated Personnel Salaries  
Substitutes will be provided for teachers to participate in professional development, collaborative planning, student study teams, and other professional growth activities such as peer observations

### Strategy/Activity 3

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Students below grade level in reading

Strategy/Activity

RTI coordinator will work with paraeducators and staff to implement an intervention program for students struggling in reading.

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

119902

LCFF - Supplemental  
1000-1999: Certificated Personnel Salaries  
1.0 FTE RTI Coordinator Position

## Annual Review

### SPSA Year Reviewed: 2022-23

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

## ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

All goals from 22-23 were implemented as planned. Students showed substantial growth on local assessments, suggesting that the strategies were effective.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

Some classified personnel expenditures were not met due to inability to fill positions. All other expenditures were as planned.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

No significant changes have been made for the coming year.

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## LEA/LCAP Goal

Goal #1: All SCCS students will be prepared to successfully access post-secondary college and career opportunities.  
 Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

## Goal 2

All students will make mathematics growth as measured by the distance from met on the Math CAASPP.

## Identified Need

## Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Mathematics CAASPP Data: All Students	22.4 points above standard	"All Students" will improve a minimum of 5 points on the 2023-2024 Math CAASPP.
Mathematics CAASPP Data: English Learners	31.9 points below standard	English Learners will improve a minimum of 5 points on the 2023-2024 Math CAASPP.
Mathematics CAASPP Data: Students with Disabilities	73.7 points below standard	Students with Disabilities will improve a minimum of 5 points on the 2023-2024 Math CAASPP.
Mathematics CAASPP Data: Socioeconomically Disadvantaged	40.3 points below standard	Socioeconomically Disadvantaged students will improve a minimum of 5 points on the 2023-2024 Math CAASPP.
Mathematics CAASPP Data: Hispanic	35.2 points below standard	Hispanic will improve a minimum of 5 points on the 2023-2024 Math CAASPP.
Mathematics CAASPP Data: White	37.1 points above standard	White students will improve a minimum of 5 points on the 2023-2024 Math CAASPP.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Students performing below grade level in math.

### Strategy/Activity

Provide students with math intervention supports in the classroom and in pull out small groups.

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

119509	ESSER 1000-1999: Certificated Personnel Salaries 1.0 RTI Coordinator
13022	ESSER 2000-2999: Classified Personnel Salaries Para Educator Academic Intervention
11847	ESSER 2000-2999: Classified Personnel Salaries Para Educator Academic Intervention
5885	ESSER 2000-2999: Classified Personnel Salaries Para Educator Academic Intervention
3500	Title II Part A: Improving Teacher Quality 5000-5999: Services And Other Operating Expenditures Conferences and professional development for teachers related to math.
3000	LCFF - Supplemental 4000-4999: Books And Supplies Teachers will purchase materials to supplement classroom instruction.

## Annual Review

### SPSA Year Reviewed: 2022-23

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

### ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

All strategies/activities were implemented as planned in 22-23. Students made substantial growth on local assessments, which would indicated that the strategies are successful.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

All expenditures were as planned.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

No major changes were made for the coming year.

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## LEA/LCAP Goal

Goal #1: All SCCS students will be prepared to successfully access post-secondary college and career opportunities.  
 Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

## Goal 3

All English Learners will make growth in their English language acquisition as measured by the ELPAC.

## Identified Need

## Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
English Language Arts CAASPP Data: English Learners	33 points below standard	English Learners will improve a minimum of 5 points on the 2024 ELA CAASPP.
Mathematics CAASPP Data: English Learners	31.9 points below standard	English Learners will improve a minimum of 5 points on the 2024 Math CAASPP.
Chronic Absenteeism: The percentage of English Learners chronically absent, meaning students that have been absent more than 10% of the school year.	32.6% chronically absent	We will decrease the percentage of chronically absent English Learners by at least .5%.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

English Learners

### Strategy/Activity

Integrated ELD

Staff will review Integrated ELD strategies for implementation in the classroom.

Professional development provided around integrated ELD.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

10000

Source(s)

District Funded  
5000-5999: Services And Other Operating Expenditures  
Professional development for ELD

**Strategy/Activity 2**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

English Learners

Strategy/Activity

Designated ELD  
Provide designated ELD to groups of English Learner students.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

**Strategy/Activity 3**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

English Learners

Strategy/Activity

Progress Monitoring  
  
Classroom teachers and admin will meet after trimester 1 and 2 to monitor EL progress

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

1000

Title II Part A: Improving Teacher Quality  
1000-1999: Certificated Personnel Salaries

	Substitute teachers in order to form a Language Review Team to discuss student progress towards EL goals.
1500	Title II Part A: Improving Teacher Quality 1000-1999: Certificated Personnel Salaries Teacher with EL students in their class will have release days in order to collaborate with the SCCS EL TOSA
8000	Title II Part A: Improving Teacher Quality 5000-5999: Services And Other Operating Expenditures Professional Development resources related to ELD
2000	Title II Part A: Improving Teacher Quality 4000-4999: Books And Supplies Materials related to ELD professional development.

## Annual Review

### SPSA Year Reviewed: 2022-23

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

### ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

All 22-23 strategies were implemented as planned. Students are making substantial growth in all local assessments, indicating that the strategies are successful.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

All expenditures were as planned.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

Additional professional development will be implemented in 23-24 for working with English Learners to support their growth. The school is in ATSI for lack of English Learner process, and this professional development will support those students in making progress.



# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## LEA/LCAP Goal

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

## Goal 4

The percentage of students that report feeling connected to their school will increase by 5% each year based on the Social Emotional Health Survey and California Healthy Kids Survey. Additionally, the percentage of students that are chronically absent will decrease from 2023-2024 levels.

## Identified Need

## Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Chronic Absenteeism: Percent of "All Students" absent more than 10% of the school year	19.4% chronically absent	We will decrease the percentage of chronically absent "All Students" by 3%.
Chronic Absenteeism: Percent of Students with Disabilities absent more than 10% of the school year	29.5% chronically absent	We will decrease the percentage of chronically absent Students with Disabilities students by 3%.
Chronic Absenteeism: Percent of Socioeconomically Disadvantaged students absent more than 10% of the school year	42.5% chronically absent	We will decrease the percentage of chronically absent Socioeconomically Disadvantaged students by 3%.
Chronic Absenteeism: Percent of English Learners absent more than 10% of the school year	32.6% chronically absent	We will decrease the percentage of chronically absent English Learners by 3%.
Chronic Absenteeism: Percent of Hispanic students absent more than 10% of the school year	38.9% chronically absent	We will decrease the percentage of chronically absent Hispanic students by 3%.

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

### Strategy/Activity

#### Attendance monitoring

Teachers will be given monthly attendance reports for their class and will contact chronically absent students letting them know they are missed.

Administration will monitor attendance reports monthly and will contact families of chronically absent students to determine root cause, develop an attendance plan, and provide needed support. Teachers will be released by substitutes to meet with parents of students that are chronically absent to develop improvement plans.

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

1500

SB86  
4000-4999: Books And Supplies  
Attendance incentives

1000

District Funded  
1000-1999: Certificated Personnel Salaries  
Substitutes to release teachers to meet about attendance

1000

LCFF - Supplemental  
2000-2999: Classified Personnel Salaries  
Additional hours for the attendance clerk to come in and prepare for the 23-24 school year

### Strategy/Activity 2

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students and students in need of behavior support.

### Strategy/Activity

Provide behavior support and intervention to students that need it and incentives for positive behavior to all students. Increase supervision during non classroom times. Provide social emotional support to students in need.

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

16516

ESSER  
2000-2999: Classified Personnel Salaries  
Yard Duty Monitor Extra Hours

2000	SB86 4000-4999: Books And Supplies School wide incentives to positively reinforce expected behavior
45685	LCFF - Supplemental 2000-2999: Classified Personnel Salaries 0.375 Behavior Tech-PBIS
5503	LCFF - Supplemental 3000-3999: Employee Benefits Social Work-Interns-Stipend

### Strategy/Activity 3

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Students that need additional academic support and do not have access to other after school activities will be identified and referred to the program.

#### Strategy/Activity

After school academic support for students without after school options.

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

10000	ESSER 2000-2999: Classified Personnel Salaries 0.25 FTE After School Tutoring Program Coordinator
1000	SB86 1000-1999: Certificated Personnel Salaries Hourly pay for the PBIS Team to meet in August for 3 hours for 6 teachers to prepare materials for the start of the school year and plan for the school year.

## Annual Review

### SPSA Year Reviewed: 2022-23

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

### ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

All strategies in this area were implemented as planned in 22-23. Chronic absenteeism has decreased, but more work needs to be done to have students in the classroom.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

All expenditures made as planned.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

Goals will continue to 23-24

# Budget Summary

Complete the table below. Schools may include additional information. Adjust the table as needed. The Budget Summary is required for schools funded through the ConApp, and/or that receive funds from the LEA for Comprehensive Support and Improvement (CSI).

## Budget Summary

Description	Amount
Total Funds Provided to the School Through the Consolidated Application	\$
Total Federal Funds Provided to the School from the LEA for CSI	\$
Total Funds Budgeted for Strategies to Meet the Goals in the SPSA	\$464,421.00

## Other Federal, State, and Local Funds

List the additional Federal programs that the school is including in the schoolwide program. Adjust the table as needed. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

Federal Programs	Allocation (\$)
Title II Part A: Improving Teacher Quality	\$29,000.00

Subtotal of additional federal funds included for this school: \$29,000.00

List the State and local programs that the school is including in the schoolwide program. Duplicate the table as needed.

State or Local Programs	Allocation (\$)
District Funded	\$11,000.00
ESSER	\$176,779.00
LCFF - Supplemental	\$243,142.00
SB86	\$4,500.00

Subtotal of state or local funds included for this school: \$435,421.00

Total of federal, state, and/or local funds for this school: \$464,421.00

# School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

- 1 School Principal
- 3 Classroom Teachers
- 1 Other School Staff
- 4 Parent or Community Members

Name of Members	Role
Katharine Norton	Principal
Kathy Griffith	Classroom Teacher
Shannon D'Antonio	Classroom Teacher
Marliss Shaver	Classroom Teacher
Meghan Smith	Parent or Community Member
Beatriz Lambert	Other School Staff
Madhavi Murty	Parent or Community Member
Amanda Conger	Parent or Community Member
Amanda Conger	Parent or Community Member
Brianna Donaldson	Parent or Community Member

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

# Recommendations and Assurances

The School Site Council (SSC) recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the School Plan for Student Achievement (SPSA) requiring board approval.

The SSC sought and considered all recommendations from the following groups or committees before adopting this plan:

**Signature**

**Committee or Advisory Group Name**

The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

This SPSA was adopted by the SSC at a public meeting on .

Attested:

Principal, Katharine Norton on

SSC Chairperson, Brianna Donaldson on

School Year: **2023-24**

# School Plan for Student Achievement (SPSA) Template

The School Plan for Student Achievement (SPSA) is meant to consolidate all school-level planning efforts into one plan for programs funded through the consolidated application (ConApp), pursuant to the California Education Code (EC) Section 64001 and the Elementary and Secondary Education Act as amended by the Every Student Succeeds Act (ESSA).

The purpose of the SPSA is to increase the overall effectiveness of the school program by crafting a strategic plan that maximizes the resources available to the school while minimizing duplication of effort with the ultimate goal of increasing student achievement.

The School Site Council (SSC) is required to develop and annually review the SPSA, establish an annual budget, and make modifications in the plan to reflect changing needs and priorities, as applicable, pursuant to EC 52853(b) and 52855.

California's ESSA State Plan significantly shifts the state's approach to the utilization of federal resources in support of underserved student groups. The SPSA provides schools with the opportunity to document their approach to maximizing the impact of federal investments in support of underserved students.

The implementation of ESSA in California presents an opportunity for schools to innovate with their federally-funded programs and align them with the priority goals of the school and the LEA that are being realized under the state's Local Control Funding Formula (LCFF).

LCFF provides schools and LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The SPSA planning process supports continuous cycles of action, reflection, and improvement.

<b>School Name</b>	Monarch Community Elementary School/Branciforte Small Schools Campus
<b>Address</b>	840 North Branciforte Ave. Santa Cruz, CA 95062
<b>County-District-School (CDS) Code</b>	44698156108203
<b>Principal</b>	Michelle McKinney
<b>District Name</b>	Santa Cruz City Schools
<b>SPSA Revision Date</b>	Apri. 15 , 2023
<b>Schoolsite Council (SSC) Approval Date</b>	May 6, 2023
<b>Local Board Approval Date</b>	June 16, 2023

In the pages that follow, please describe the school's plan for making the best use of federal ESEA resources in alignment with other federal, state, and local programs.



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# School Vision and Mission

Monarch Alternative Community School  
Long Range Plan  
Revised May 2023

## Basic Assumptions:

At Monarch Community School we believe that for a school to operate effectively, its staff, parents, and students need to have a shared educational philosophy. We believe that learning is a lifelong process, that we are all learners, (students, teachers, and parents alike), and that there are developmental stages of social and academic maturity. People learn best from hands-on experiences both individually and in multi-age groups. Finally, and perhaps most importantly, we must feel safe and cared for in order to develop to our fullest potential.

## Philosophy:

At Monarch, we believe that learning happens best when we are all working together, (students, teachers, and parents), to develop a rich learning environment spanning home, school, and the greater community. We are committed to providing a developmentally appropriate learning environment in which students are 'constructing' their own knowledge connected to their real lives and building upon their prior experiences. We believe that students learn best when they are involved and engaged in purposeful learning in which they have:

## Ownership and responsibility

A balance of choice and direction, experience and practice  
Knowledgeable guides (adults, parents, mentor students)

At Monarch, we nurture a culture of respect, where each individual works toward his or her personal best both academically and socially.

What follows are descriptions of the Guiding Principles and Practices that are rooted in our assumptions about learning, and bring our philosophy to life. They are generally broken down into three component areas: 1) Social-Emotional Curriculum, 2) Academic (Cognitive) Curriculum, and 3) Shared Governance/Community Relationships.

## Component I

### Social-Emotional Curriculum:

#### Guiding Principles:

The social-emotional curriculum is the foundation of our program. It is based on our beliefs about what is important for the social and emotional functioning of the school community. Our first and foremost goal is to create a healthy environment of mutual respect and dignity for both children and adults. This foundation gives the academic curriculum a place to root itself and grow. To that end, we address several overall areas of social-emotional development:

**Intrapersonal skills:** the ability to understand personal emotions and to use that understanding to develop self-discipline and self-control and to learn from experiences.

We work toward helping young people develop into empowered, compassionate beings.

We support students in developing self-awareness so they can use their personal power to make choices that influence what happens to them as individuals and the community as a whole.

We create curriculum that develops self-esteem, a sense of competence, and a desire to learn.

**Interpersonal skills:** the ability to work with others through listening, communicating, cooperating, negotiating, sharing and empathizing.

Spending time together in mixed-age groupings builds community and fosters a caring, closer-knit community.

We need to feel safe and included in order to develop to our fullest potential.

Students and adults need to feel that they contribute in meaningful ways and are needed.

All students and adults are capable people working toward their personal best.

We are all working toward being the best communicators and problem solvers we can be.

Systemic skills: the ability to respond to the limits and consequences of everyday life with responsibility, adaptability, flexibility and integrity.

We nurture tolerance, social justice, and personal responsibility.

We encourage students to take risks. We see making mistakes as an important part of social emotional development and learning.

We guide students toward developing self-motivation and self-direction in social and academic pursuits.

We lead students toward a sense of industry and competence, in both work and play.

Judgment skill: the ability to develop wisdom and evaluate situations according to appropriate values.

We all have personal power that we can use to make good choices and influence what happens to our community and us.

We all work toward understanding how our behavior affects others, our community and the greater community.

Students and adults need to have many opportunities to improve their communication and problem solving skills through daily practice.

As students grow, we expect them to take on more responsibility for themselves, others and the community.

Adults in the community accept responsibility for aiding and guiding students in their social emotional growth.

Adults role model the same open communication skills and problem solving techniques they wish students to use with each other in their behavior with other adults.

Adults are facilitators who direct children toward pro-social behaviors.

The staff shares a commitment to providing kind, firm behavior agreements and consequences.

Current Practices:

Staff works collaboratively on both academic and social emotional issues.

Reading Buddies are used to develop and promote multi-age peer interactions, as are frequent cooperative, small group projects.

Our School Bill of Rights is used as a guide for behavior. A school-wide behavior agreement based on this is discussed and signed by all families when the year starts. This is to be realigned with current practices/systems. Both are referenced frequently throughout the year.

Class meetings, all school community meetings, student leadership team, parent meetings, and staff meetings are all used as places to problem solve and discuss issues. They also serve to develop leadership skills and shared responsibility for our school community.

We all work to take responsibility and care for our community, school, materials and each other through classroom and school wide jobs.

Fun days, field trips, and learning celebrations are used to build community, share and celebrate.

Reestablish a shared language for problem solving and to create clear and reasonable consequences when needed, based on Trauma Informed, Positive Discipline and Restorative Justice practices .

Social activism and community service components of our program are developed.

Positive Discipline skills training for staff and parents is developed.

School-wide diversity and inclusion strategies and education are in place.

Support Monarch Community and Parent Board in various diversity celebratory events (i.e. Dia del Nino).

All BSSC shared professional development in Trauma Informed Schools.

Flexibility with location and structure of Community Meeting to meet the needs of the current student population.

In 2015-16, addition of part-time counseling services.

Practices we are working toward:

Strengthen social activism and community service in all classes.

Supporting and developing the economic, ethnic, and language diversity of our community.

Investigate an anti-bias curriculum, i.e. Teaching Tolerance

Reestablish shared language regarding logical and reasonable consequences regarding behavior - 'expected' and 'not expected' across classrooms.

## Component II

### The Academic (Cognitive) Curriculum

With a strong and stable social-emotional curriculum as a foundation, the academic curriculum offers the students the framework to stretch themselves intellectually. Over the years at Monarch students progress from learning skills to developing and mastering these skills and then applying them. Through experiential learning they broaden and deepen their understanding of themselves and the world around them.

#### Guiding Principles:

##### 1. Teaching and facilitating:

Developmentally appropriate practice focuses on taking students from where they are and guiding them towards achieving their full potential. Developmentally appropriate practice is rooted in constructivist theory which is based on the idea that learning is most meaningful when based upon prior experience and connected to real life. Adults in a constructivist classroom scaffold student learning supporting students in stretching beyond their comfort zone and challenging them to reach beyond their current understandings. Engaging curriculum strategies that incorporate the Multiple Intelligences (linguistic, logical-mathematical, spatial, bodily kinesthetic, musical, interpersonal, intrapersonal, and ecological) are essential.

Students are grouped in a variety of heterogeneous and homogenous groupings, with a low student to adult ratio. Adults and student mentors are integral to each student's success, as they assist the students in creating goals, taking responsibility for and reflecting upon their own learning.

##### 2. Curricular planning:

We have created a thematic multi-year curricular plan that is used school-wide. We use "backward planning" (Understanding by Design) methods to design curriculum and establish essential questions that guide thematic learning. Basic skills and Common Core State Standards (CCSS) are integrated into this plan as appropriate. Input to the curriculum comes from staff, students, and parents. The staff engages in training to support the process and refine their craft. Teachers have collaborative planning time in which they prepare the environment for learning, design curriculum, plan lessons, and coordinate instruction.

##### 3. Assessment and accountability:

Our assessment system is based on portfolios that contain student work samples, assessments and rubrics that each student maintains throughout their time at Monarch. We utilize authentic assessment such as reflection on the student's own learning, self-evaluation, teacher observation, basic skills assessment (to inform instruction), and provide ongoing progress information for parents as well as the greater community. Student portfolios, in combination with the assessment practices, give a balanced, authentic representation of the students' learning. Exit criteria presentations are the culminating rite of passage where students exhibit and present evidence of their learning over their years at Monarch.

#### Current Practices:

Our math, reading and writing workshops offer differentiated instruction, which is designed to take advantage of small, ability-based, multi-age, group instruction.

Thematic centers and activities offer student opportunities for student- or teacher-selected, adult- or student-directed activities.

We offer elective courses that are led by teachers, parents, students, and other community volunteers and reflect the instructor's interests.

We offer choice time (exploration, play, and creativity), projects and learning centers.

We provide school wide inquiry-based, thematic, integrated curriculum school wide.

We integrate the Habits of Mind and Exit Criteria expectations throughout the students' years at Monarch.

We provide access to art, music, and P.E.

Students have opportunities for multi-age social and academic activities.

Teachers, students and parents collaborate to generate the students' learning goals.

Teachers connect lesson planning with formative assessments.

We maintain portfolios of select student work and assessments.

Parent conferences occur twice a year (more often if needed) to keep parents informed of students' achievements and needs. At least one of these conferences is student led.

Twice yearly progress reports and conference records are maintained.

We provide training opportunities for our in-class adult community in order to have everyone (staff and volunteers) connected and working together in the best academic interests of the students.

We have a clearly defined family participation component that supports our academic goals.

We have standardized and formalized assessment components of our academic program, including development of school-wide formative assessments.

Students of Concern format is used three times a year to implement supports and on-going assessment for struggling students.

Working with English Language Development consultants' on integrating ELD strategies into curriculum

Adding additional components to the student portfolios, including reflections and observations, and/or project-specific rubrics.

Adjusted grade span in portfolio system to TK-2 and 3-5

Added exit criteria reference in Thematic Planning documents

Practices we are working toward:

More functionally integrating the portfolios into the students' learning process by using developmental rubrics in each subject area.

Improving our ability to generate and evaluate clear academic and social goals that are both teacher and student initiated and measurable.

Continue building intervention support opportunities for struggling and language diverse students.

Establishing a school community and culture where everyone feels safe, respected and heard (students, staff and parents).

### Component III

#### Shared Governance/Community Relationships

In order for the social emotional and academic components to flourish, many different systems and activities must function behind the scenes. We are a small, public school with limited funding. In order to provide the variety of educational options and small group instruction we feel is critical to student learning, we need a committed parent community who are highly involved in the education of our students and the running of our school. At Monarch it really does take the whole village to raise a child.

#### Guiding Principles:

We share a community-wide vision and philosophy. We understand that this philosophy develops, grows, and changes over time, but we work to maintain its focus.

We are a small, family oriented, cooperative community that relies on dependable family participation. We offer equal access to our program regardless of in-district address, ability, personal connections, and language. All families are welcome.

We hope to instill a sense of social responsibility, ecological awareness and an understanding of the deep connection between the inner life of people and the surrounding environment.

We recognize the necessary relationship between school and community. We strive to maintain a positive image in the community through open communication. We work to build and maintain positive relationships with the community (district, S.C., etc.), other schools, other teachers, etc.

All levels (students, parents, and staff) participate in governance of the school.

#### Current Practices:

Many of these practices apply to more than one principle. The following bullet points are grouped according to the primary constituency they concern.

#### Monarch Community School

Courses - weekly, parent/student, or volunteer led elective courses whose focus is team building and social ease among multi-age members.

Field trips – monthly school-wide and/or core group trips generally related to current curricular themes.

Family participation Agreement – families provide consistent classroom assistance as well as participate in out-of-classroom projects or jobs.

Student Leadership Team – has community-based responsibilities including planning and presiding at school events, as well as events outside the school community.

#### Fundraising

Parent meetings – classroom, committee, emergency, community building, planning, and parent education/training.

Regular class meetings, all-school weekly meetings

Prompt response to parent concerns

Open, consistent communication between school and home (newsletter, phone tree, email, buddies, classroom coordinators, weekly school bulletins, one-on-one conferencing).

#### District

Open enrollment

Adhere to district mandates and policies

Maintain positive relationship with the district  
Open to visits from district and school board  
Maintain positive relationship with teachers' and classified employees' unions  
Santa Cruz Education Foundation  
CHS buddy classes  
All BSSC events (i.e. Dia del Nino, Storytelling Festival, etc.)  
All BSSC Site Council  
All BSSC and Branciforte Middle School shared professional development in Trauma Informed Schools  
Representation on district-wide committees, task forces, PLCs

#### State

Site Council – oversees LCAP funds, annual Site Plan/Single Plan for Student Achievement, when funds are available  
Consider Common Core State Standards in curriculum planning  
Maintain positive relationship with state  
Adhere to Ed code, Section 504 and IEP rules, including instructional minutes, staffing ratios, etc.  
Advocate for increased revenues

#### Global

Guest speakers who share their experiences  
Field trips  
School wide projects

#### Practices we are working towards:

Increasing family participation  
Increasing fundraising including grant writing  
Develop school-wide and/or group specific project focused on community service and social justice  
Clarify and develop role of student leadership team  
Increasing participation in ELAC  
Regular interaction/outreach with local Headstart  
Recruiting and maintaining support staff (Community Coordinator, learning assistants, etc.)

#### References

Koetzsch, R. (1997). *The Parents' guide to alternatives in education*. Boston, MA: Shambala.  
Nelson, J., Lott, L., & Glenn, S. (2000). *Positive discipline in the classroom: Developing mutual respect, cooperation and responsibility in your classroom*. Roseville, CA: Prima Publishers.  
Rogoff, B., Goodman Turkanis, C., & Bartlett, L. (2001). *Learning together: Children and adults in a school community*. Oxford; New York: Oxford Univ. Press.

## School Profile

In 2022-2023, Monarch School welcomed students back into the five classrooms. Teachers maintain Google Classroom in case students are COVID quarantined and require short-term independent study. The school's academic focus will be to accelerate learning by intentionally implementing high-impact instructional strategies. Reinvigorating in-person social-emotional growth is equally attended to through teachers' re/certification in Positive Discipline in the Classroom, learned more about Trauma-Informed teaching practices, and learned more about neuro-atypical students and how to best support them. Monarch School is able to support the five classrooms with part-time paraeducators, and one classroom is hosting a student teacher from a local university program. Students are interacting with multi-age classroom peers; the school is able to offer in-class parent participation on a limited basis due to COVID; the school is resuming its schoolwide thematic, project-based science and social studies units; and multi-age literacy and mathematics workshops will be in place.

Professional development included review and updating of the school's Long Range Plan; learning about the Science of Reading from a consultant; mentoring around the Readers Workshop curriculum; Cognitively Guided Instruction in Mathematics; and Neuro-Resilient Practices. The Family Education team hosted three evenings centering around Restorative Justice in Schools, Assessment and Progress Monitoring at our alternative school in the fall; art activities that integrate the eight Mathematical Practice Standards in the winter; and Digital Wellness and a panel of alumni which

discusses 'Life After Monarch'.

- -----

Monarch is a small alternative elementary school. We provide a developmental approach, where each child is seen as an individual with various strengths and needs. Our curriculum uses science and social studies themes from the Common Core State Standards to teach both basic skills and critical thinking to our students in mixed-age groups.

The foundation of our program is a robust social-emotional curriculum, based on the Positive Discipline philosophy. Our goal is to create a healthy environment of mutual respect and dignity for both children and adults, as well as to foster good communication and problem-solving skills. This foundation gives the academic curriculum a place to root and grow.

Monarch is located on the Branciforte Small Schools Campus (BSSC) and has five multiage classrooms. Children are grouped according to their academic and social strengths, not according to their age alone. The school benefits from the support of the nonprofit Monarch Community Board, a group of parents that supports parent participation, parent education, and fund-raising within our school community. Parent participation is critical to the running of the school and the spirit of the community.

This year, students successfully “graduated” from Monarch to Branciforte and Mission Hill Middle Schools, Mission Hill Middle School, Alternative Family Education (AFE) Home school, and private schools. Monarch is a school of choice in the Santa Cruz City Schools District so prospective students' families must apply for Intra-District Transfer. Monarch maintains a waiting list in the primary grades.

Every year, graduating students demonstrate their mastery of our exit criteria to a panel of adults and peer students. Graduating students present evidence showing their academic growth in all subject areas including Math and English Language Arts, as well as leadership development, while at Monarch School.

## Educational Partner Involvement

How, when, and with whom did the school consult as part of the planning process for this SPSA/Annual Review and Update?

### Involvement Process for the SPSA and Annual Review and Update

This plan is reviewed and approved annually by the School Site Council, which consists of students, parents, classified and certificated staff, and administrators. In addition, the parent group reviews this document while setting fundraising goals. The plan is available to stakeholders via the school's website. District personnel, Director of Curriculum, and Assistant Superintendent of Instruction also provide input and suggestions for goal setting based on student data.

# School and Student Performance Data

## Student Enrollment Enrollment By Student Group

Student Enrollment by Subgroup						
Student Group	Percent of Enrollment			Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23
American Indian	0%	%	0%			0
African American	0.9%	0.83%	0.85%	1	1	1
Asian	4.3%	4.96%	4.27%	5	6	5
Filipino	%	%	0%			0
Hispanic/Latino	25.0%	20.66%	19.66%	29	25	23
Pacific Islander	%	%	0%			0
White	63.8%	63.64%	61.54%	74	77	72
Multiple/No Response	6.0%	9.09%	11.97%	7	11	14
	<b>Total Enrollment</b>			116	121	117

## Student Enrollment Enrollment By Grade Level

Student Enrollment by Grade Level			
Grade	Number of Students		
	20-21	21-22	22-23
Kindergarten	21	17	18
Grade 1	24	25	15
Grade 2	21	23	23
Grade3	18	21	25
Grade 4	12	18	20
Grade 5	20	17	16
<b>Total Enrollment</b>	116	121	117

### Conclusions based on this data:

1. The multi-age nature of the classrooms allows families to enroll multiple members of their families in a school with consistent pedagogy, rigor, and emphasis on social/emotional curriculum.
2. The current classroom configuration necessitates enrolling students in to the intermediate classrooms, therefore creating inconsistency in commitments and understanding of pedagogy and expectations of rigor, and invites students who have been chronically unsuccessful to have opportunities for building different sets of skills and coping strategies.



# School and Student Performance Data

## Student Enrollment English Learner (EL) Enrollment

English Learner (EL) Enrollment						
Student Group	Number of Students			Percent of Students		
	20-21	21-22	22-23	20-21	21-22	22-23
English Learners	14	10	8	12.10%	8.3%	6.8%
Fluent English Proficient (FEP)	5	4	4	4.30%	3.3%	3.4%
Reclassified Fluent English Proficient (RFEP)	0			0.0%		

### Conclusions based on this data:

1. Students are not reclassifying while in the K-5 grades.
2. Over the years, the school's EL population is continually declining.
3. In order to stay within EL parity for the District average, the school might increase its EL population by 10% by the beginning of 2023-24.

# School and Student Performance Data

## CAASPP Results English Language Arts/Literacy (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3	19	21		0	*		0	*		0.0		
Grade 4	12	18		0	6		0	6		0.0	33.3	
Grade 5	20	17		0	9		0	9		0.0	52.9	
All Grades	51	56		0	18		0	18		0.0	32.1	

The "% of Enrolled Students Tested" showing in this table is not the same as "Participation Rate" for federal accountability purposes.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		*			*			*			*			*	
Grade 4		*			*			*			*			*	
Grade 5		*			*			*			*			*	
All Grades	N/A	N/A	N/A		27.78			11.11			22.22			38.89	

Reading Demonstrating understanding of literary and non-fictional texts												
Grade Level	% Above Standard			% At or Near Standard			% Below Standard					
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23			
Grade 3		*			*			*			*	
Grade 4		*			*			*			*	
Grade 5		*			*			*			*	

Writing Producing clear and purposeful writing									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		*			*			*	
Grade 4		*			*			*	
Grade 5		*			*			*	

Listening Demonstrating effective communication skills									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		*			*			*	
Grade 4		*			*			*	
Grade 5		*			*			*	

Research/Inquiry Investigating, analyzing, and presenting information									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		*			*			*	
Grade 4		*			*			*	
Grade 5		*			*			*	

**Conclusions based on this data:**

1. The data presented in these tables is not statistically significant.
2. Not statistically significant sample size.

# School and Student Performance Data

## CAASPP Results Mathematics (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3	19	21		0	4		0	4		0.0	19.0	
Grade 4	12	18		0	6		0	6		0.0	33.3	
Grade 5	20	17		0	9		0	9		0.0	52.9	
All Grades	51	56		0	19		0	19		0.0	33.9	

\* The “% of Enrolled Students Tested” showing in this table is not the same as “Participation Rate” for federal accountability purposes.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		*			*			*			*			*	
Grade 4		*			*			*			*			*	
Grade 5		*			*			*			*			*	
All Grades	N/A	N/A	N/A		10.53			36.84			10.53			42.11	

Concepts & Procedures Applying mathematical concepts and procedures									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		*			*			*	
Grade 4		*			*			*	
Grade 5		*			*			*	

Problem Solving & Modeling/Data Analysis Using appropriate tools and strategies to solve real world and mathematical problems									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		*			*			*	
Grade 4		*			*			*	
Grade 5		*			*			*	

Communicating Reasoning Demonstrating ability to support mathematical conclusions									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		*			*			*	
Grade 4		*			*			*	
Grade 5		*			*			*	

**Conclusions based on this data:**

1. Not statistically significant sample size.
2. The data presented in these tables is not statistically significant.

# School and Student Performance Data

## ELPAC Results

ELPAC Summative Assessment Data Number of Students and Mean Scale Scores for All Students												
Grade Level	Overall			Oral Language			Written Language			Number of Students Tested		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
1	*	*		*	*		*	*		*	*	
2	*	*		*	*		*	*		*	*	
3	*	*		*	*		*	*		*	*	
4	*	*		*	*		*	*		*	*	
5	*	*		*	*		*	*		4	4	
All Grades										12	10	

Overall Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
1	*	*		*	*		*	*		*	*		*	*	
2	*	*		*	*		*	*		*	*		*	*	
3	*	*		*	*		*	*		*	*		*	*	
4	*	*		*	*		*	*		*	*		*	*	
5	*	*		*	*		*	*		*	*		*	*	
All Grades	18.18	*		36.36	*		45.45	*		0.00	*		11	*	

Oral Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
1	*	*		*	*		*	*		*	*		*	*	
2	*	*		*	*		*	*		*	*		*	*	
3	*	*		*	*		*	*		*	*		*	*	
4	*	*		*	*		*	*		*	*		*	*	
5	*	*		*	*		*	*		*	*		*	*	
All Grades	45.45	*		27.27	*		27.27	*		0.00	*		11	*	

Written Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
1	*	*		*	*		*	*		*	*		*	*	
2	*	*		*	*		*	*		*	*		*	*	
3	*	*		*	*		*	*		*	*		*	*	
4	*	*		*	*		*	*		*	*		*	*	
5	*	*		*	*		*	*		*	*		*	*	
All Grades	9.09	*		18.18	*		36.36	*		36.36	*		11	*	

Listening Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
1	*	*		*	*		*	*		*	*	
2	*	*		*	*		*	*		*	*	
3	*	*		*	*		*	*		*	*	
4	*	*		*	*		*	*		*	*	
5	*	*		*	*		*	*		*	*	
All Grades	36.36	*		63.64	*		0.00	*		11	*	

Speaking Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
1	*	*		*	*		*	*		*	*	
2	*	*		*	*		*	*		*	*	
3	*	*		*	*		*	*		*	*	
4	*	*		*	*		*	*		*	*	
5	*	*		*	*		*	*		*	*	
All Grades	54.55	*		18.18	*		27.27	*		11	*	

Reading Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
1	*	*		*	*		*	*		*	*	
2	*	*		*	*		*	*		*	*	
3	*	*		*	*		*	*		*	*	
4	*	*		*	*		*	*		*	*	
5	*	*		*	*		*	*		*	*	
All Grades	9.09	*		54.55	*		36.36	*		11	*	

Writing Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
1	*	*		*	*		*	*		*	*	
2	*	*		*	*		*	*		*	*	
3	*	*		*	*		*	*		*	*	
4	*	*		*	*		*	*		*	*	
5	*	*		*	*		*	*		*	*	
All Grades	9.09	*		54.55	*		36.36	*		11	*	

**Conclusions based on this data:**

1. The data presented in these tables is not statistically significant.
2. Not statistically significant sample size.



# School and Student Performance Data

## Student Population

For the past two years, many state and federal accountability requirements were waived or adjusted due to the impact of the COVID-19 pandemic on LEAs, schools, and students. Beginning with the 2021-22 school year, the requirements to hold schools and districts accountable for student outcomes has returned with the release of the 2022 California School Dashboard (Dashboard). The Every Student Succeeds Act is requiring all states to determine schools eligible for support. Similarly, under state law, Assembly Bill (AB) 130, which was signed into law in 2021, mandates the return of the Dashboard using only current year performance data to determine LEAs for support. Therefore, to meet this state requirement, only the 2021-22 school year data will be reported on the 2022 Dashboard for state indicators. (Data for Change [or the difference from prior year] and performance colors will not be reported.)

This section provides information about the school's student population.

2021-22 Student Population			
Total Enrollment	Socioeconomically Disadvantaged	English Learners	Foster Youth
121	23.1	8.3	Students whose well being is the responsibility of a court.
Total Number of Students enrolled in Monarch Community Elementary School/Branciforte Small Schools Campus.	Students who are eligible for free or reduced priced meals; or have parents/guardians who did not receive a high school diploma.	Students who are learning to communicate effectively in English, typically requiring instruction in both the English Language and in their academic courses.	

2021-22 Enrollment for All Students/Student Group		
Student Group	Total	Percentage
English Learners	10	8.3
Foster Youth		
Homeless		
Socioeconomically Disadvantaged	28	23.1
Students with Disabilities	20	16.5

Enrollment by Race/Ethnicity		
Student Group	Total	Percentage
African American	1	0.8
American Indian		
Asian	6	5.0
Filipino		
Hispanic	25	20.7
Two or More Races	11	9.1
Pacific Islander		
White	77	63.6

**Conclusions based on this data:**

1. The school is within SED parity for the District average.
2. The school's population of students with disabilities is within the Rtl pyramid model's 20/80 Tier 3 to Tiers 1 and 2 expectation.
3. In order to stay within EL parity for the District average, the school might increase its EL population by 10%.

# School and Student Performance Data

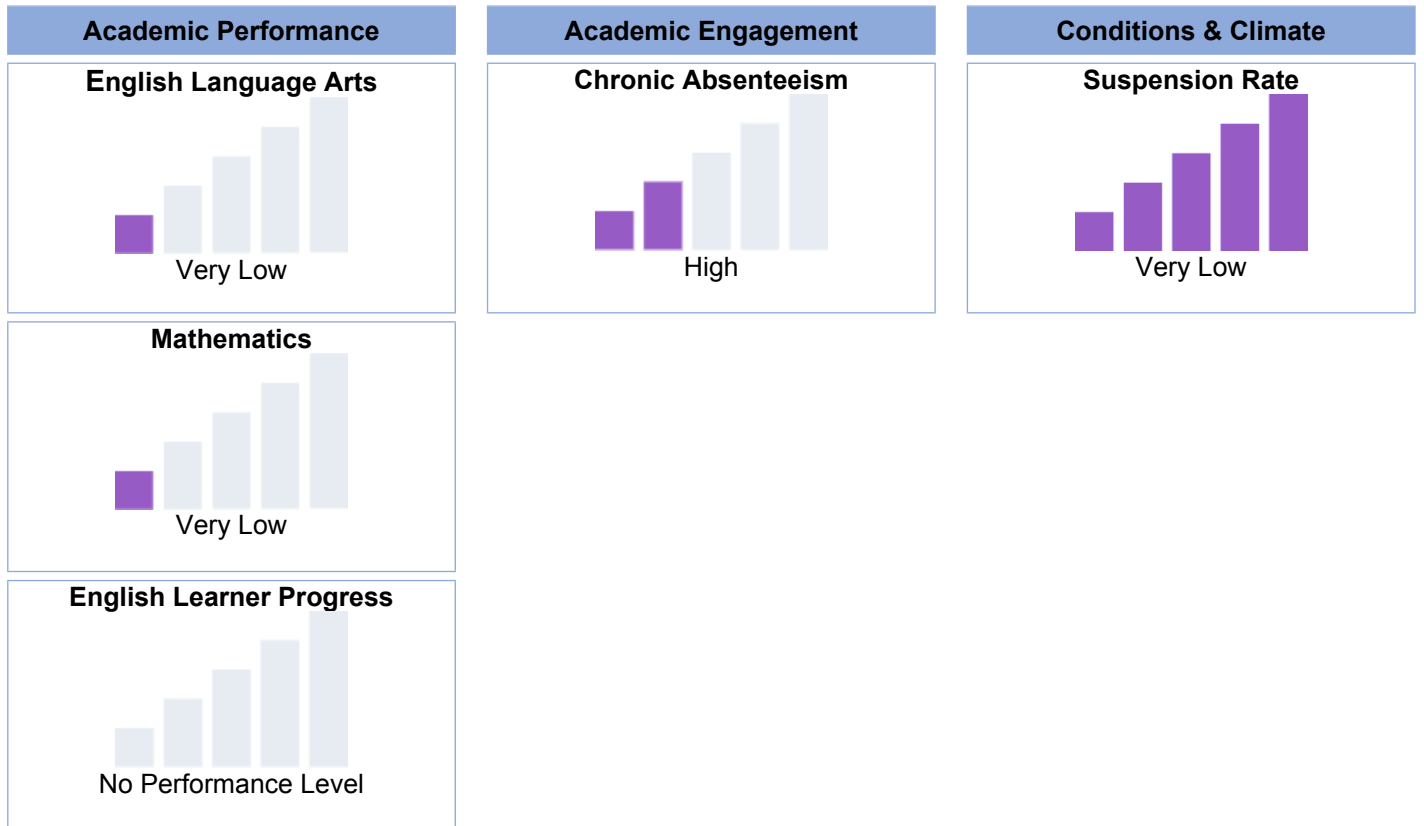
## Overall Performance

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



### 2022 Fall Dashboard Overall Performance for All Students



#### Conclusions based on this data:

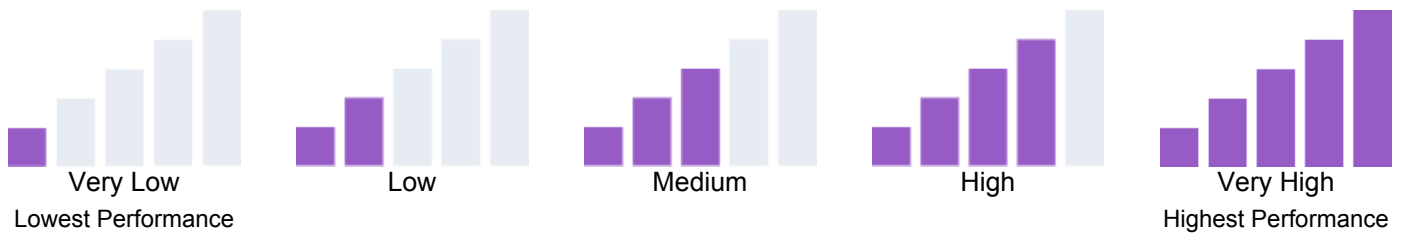
1. Chronic absenteeism is a place for improvement.

# School and Student Performance Data

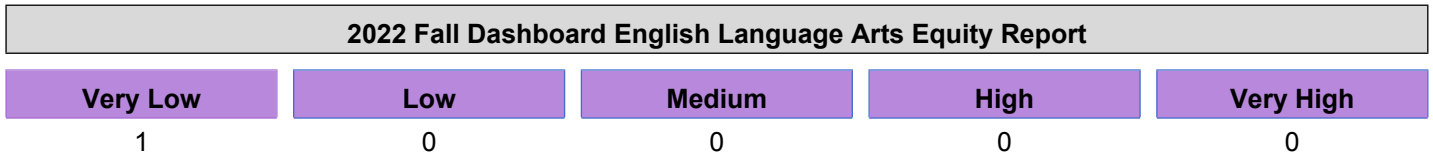
## Academic Performance English Language Arts

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

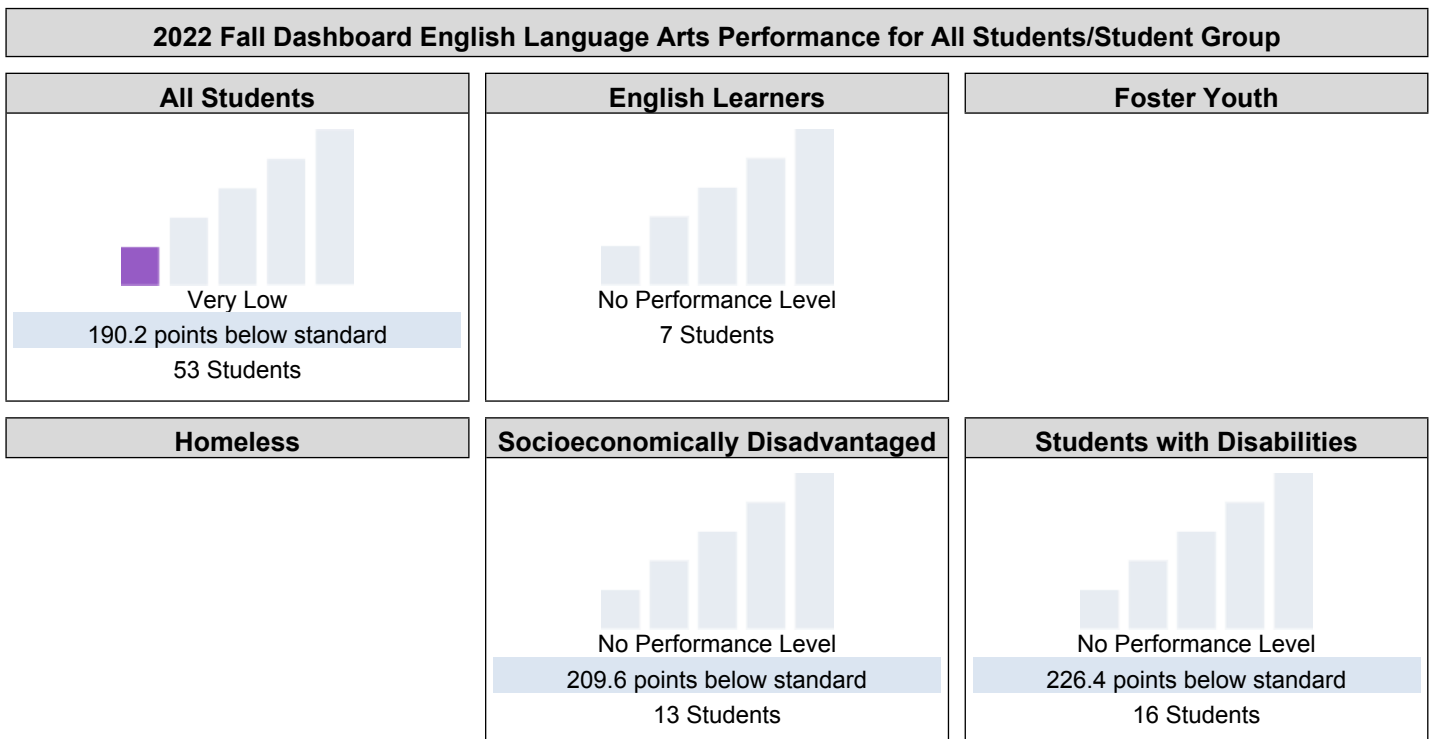
Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



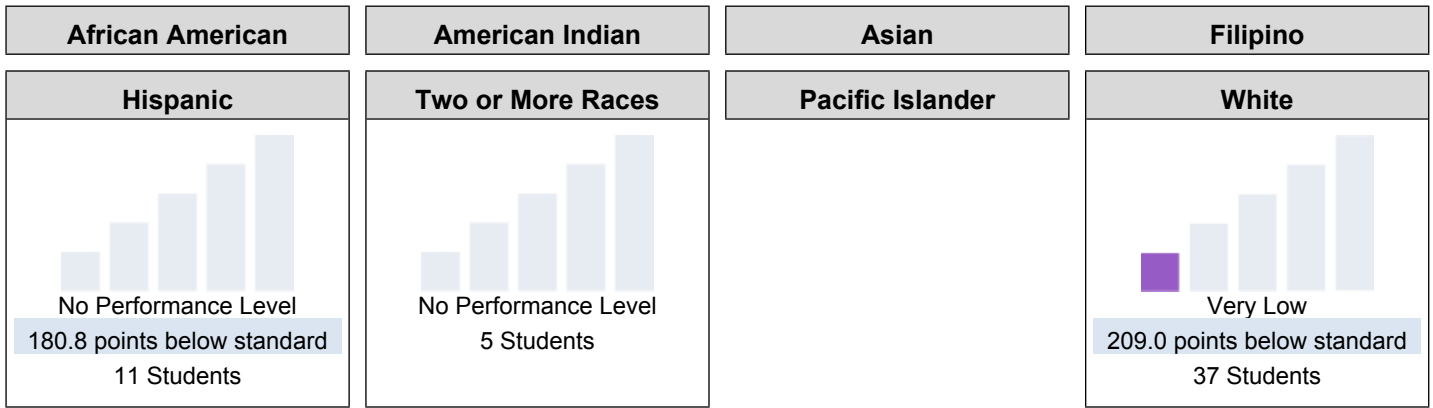
This section provides number of student groups in each level.



This section provides a view of how well students are meeting grade-level standards on the English Language Arts assessment. This measure is based on student performance on either the Smarter Balanced Summative Assessment or the California Alternate Assessment, which is taken annually by students in grades 3–8 and grade 11.



**2022 Fall Dashboard English Language Arts Performance by Race/Ethnicity**



This section provides additional information on distance from standard for current English learners, prior or Reclassified English learners, and English Only students in English Language Arts.

**2022 Fall Dashboard English Language Arts Data Comparisons for English Learners**

Current English Learner	Reclassified English Learners	English Only
6 Students		203.7 points below standard 45 Students

**Conclusions based on this data:**

1. Not statistically significant sample size.
2. The data presented in these tables is not statistically significant.

# School and Student Performance Data

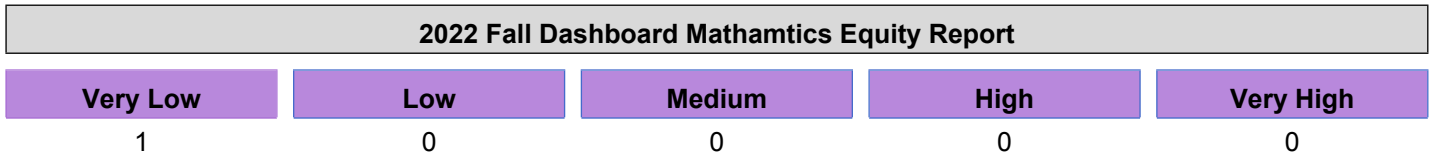
## Academic Performance Mathematics

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

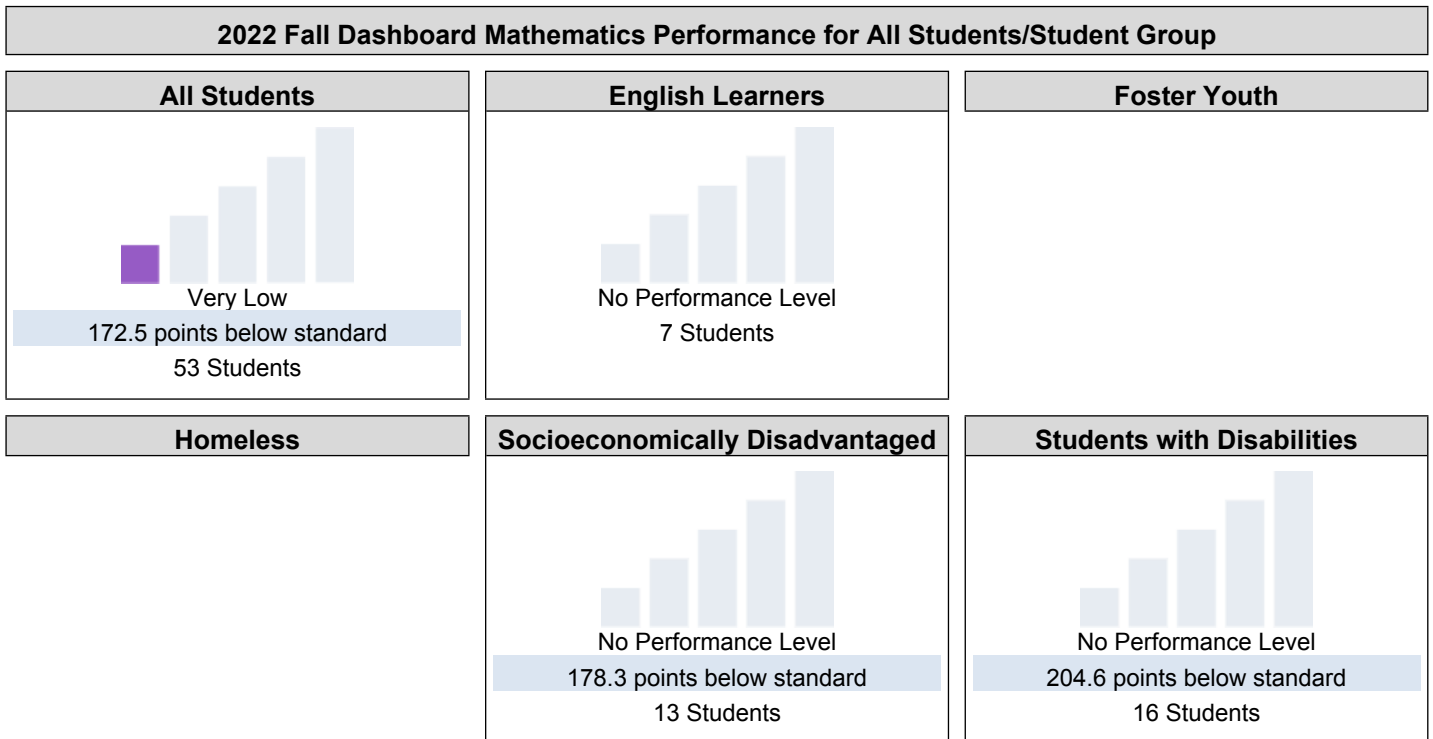
Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



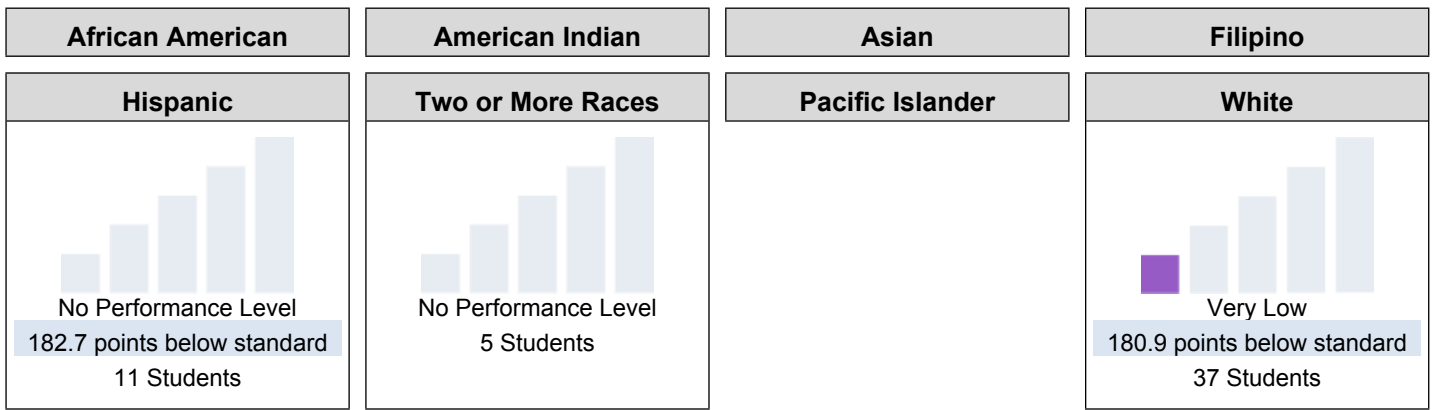
This section provides number of student groups in each level.



This section provides a view of how well students are meeting grade-level standards on the Mathematics assessment. This measure is based on student performance either on the Smarter Balanced Summative Assessment or the California Alternate Assessment, which is taken annually by students in grades 3–8 and grade 11.



**2022 Fall Dashboard Mathematics Performance by Race/Ethnicity**



This section provides additional information on distance from standard for current English learners, prior or Reclassified English learners, and English Only students in mathematics

**2022 Fall Dashboard Mathematics Data Comparisons for English Learners**

Current English Learner	Reclassified English Learners	English Only
6 Students		180.8 points below standard 45 Students

**Conclusions based on this data:**

1. Not statistically significant sample size.
2. The data presented in these tables is not statistically significant.

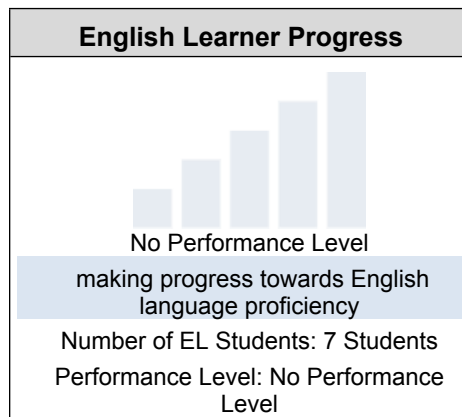
# School and Student Performance Data

## Academic Performance English Learner Progress

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

This section provides information on the percentage of current EL students making progress towards English language proficiency or maintaining the highest level.

### 2022 Fall Dashboard English Learner Progress Indicator



This section provides a view of the percentage of current EL students who progressed at least one ELPI level, maintained ELPI level 4, maintained lower ELPI levels (i.e., levels 1, 2L, 2H, 3L, or 3H), or decreased at least one ELPI Level.

### 2022 Fall Dashboard Student English Language Acquisition Results

Decreased One ELPI Level	Maintained ELPI Level 1, 2L, 2H, 3L, or 3H	Maintained ELPI Level 4	Progressed At Least One ELPI Level
0.0%	0.0%	0.0%	0.0%

#### Conclusions based on this data:

1. The school will construct goals that will support English Language Learners.



# School and Student Performance Data

## Academic Performance College/Career Report

College/Career data provides information on whether high school students are prepared for success after graduation based on measures like graduation rate, performance on state tests, and college credit courses. College/Career data was not reported in 2022.

### Conclusions based on this data:

1. Not statistically significant sample size.
2. The data presented in these tables is not statistically significant.

# School and Student Performance Data

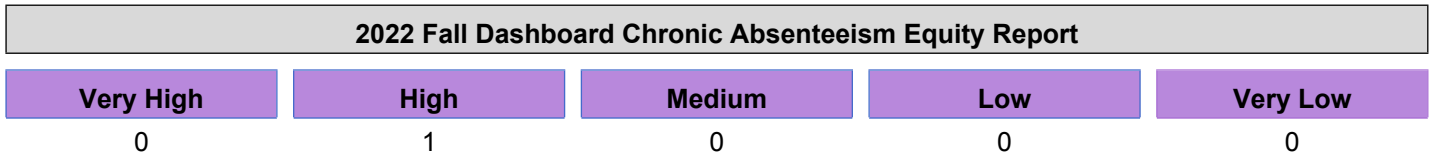
## Academic Engagement Chronic Absenteeism

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

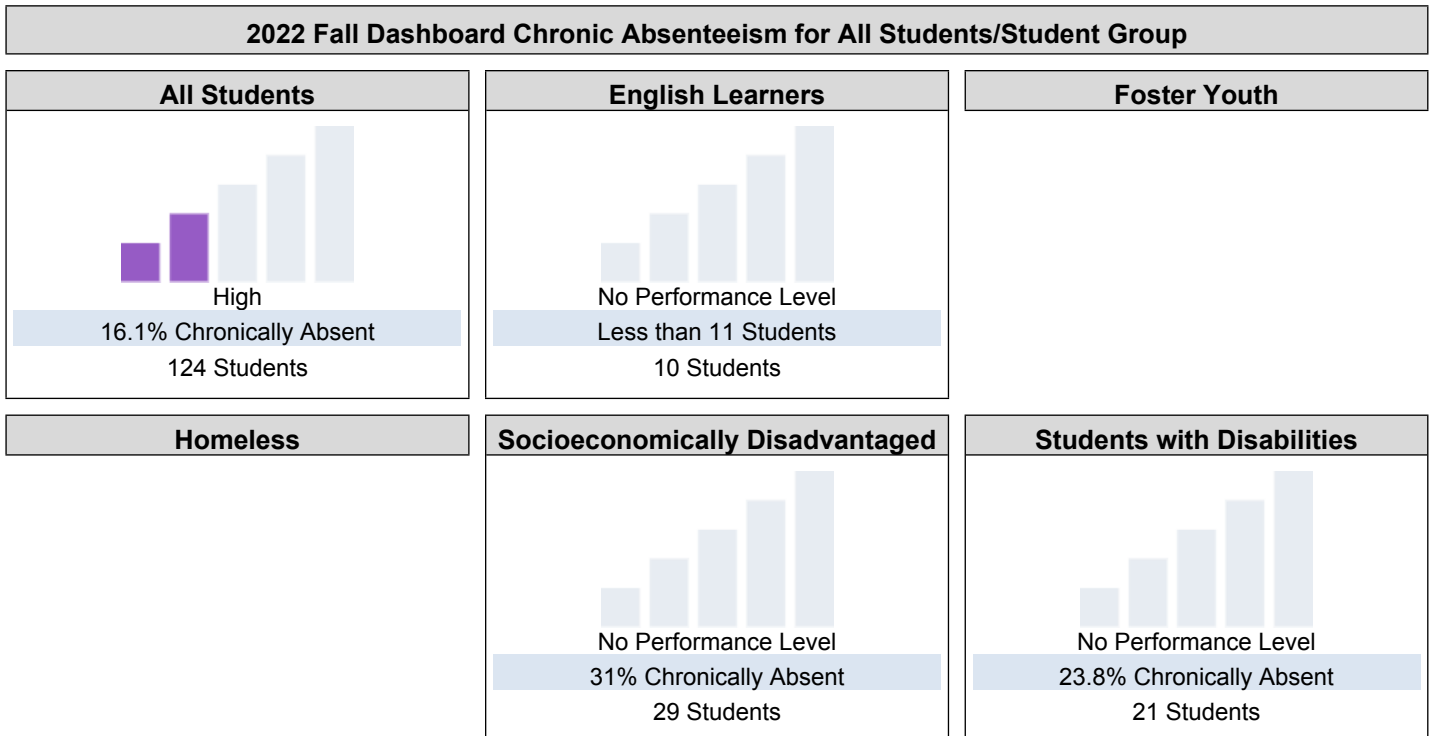
Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



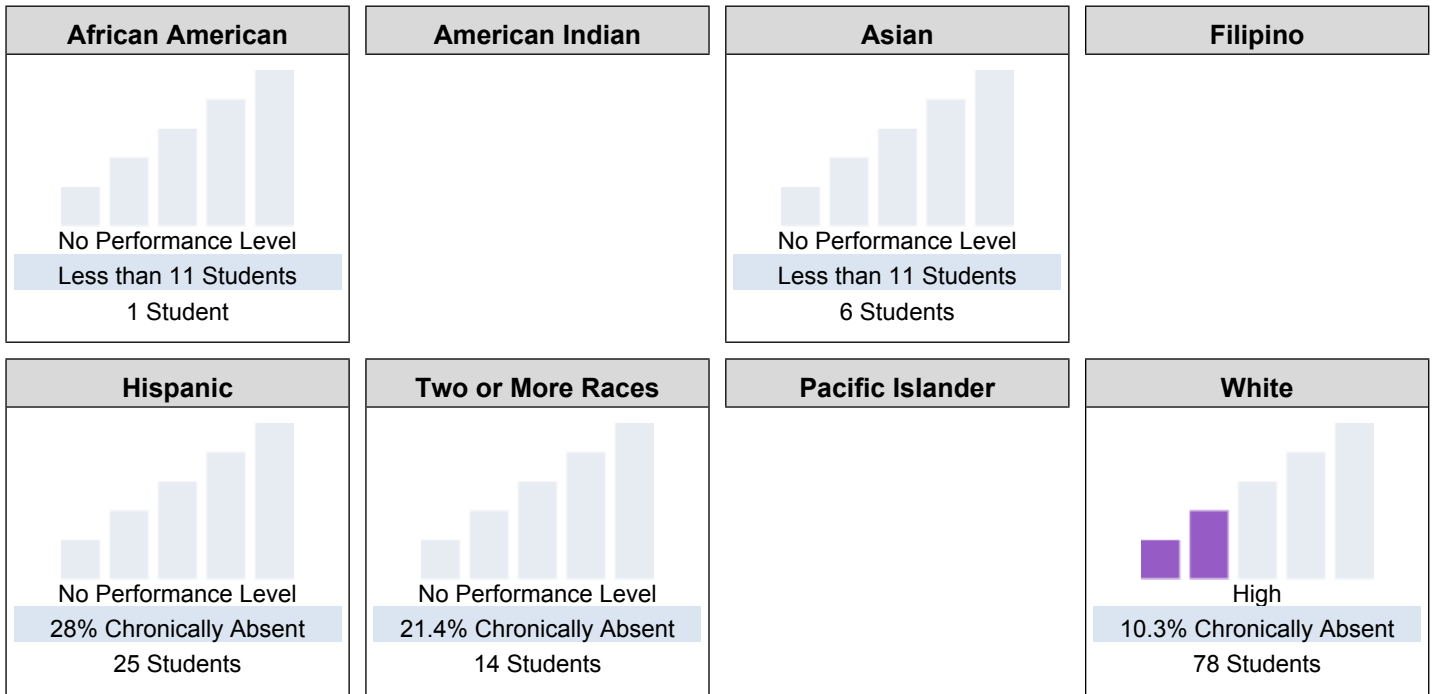
This section provides number of student groups in each level.



This section provides information about the percentage of students in kindergarten through grade 8 who are absent 10 percent or more of the instructional days they were enrolled.



**2022 Fall Dashboard Chronic Absenteeism by Race/Ethnicity**



**Conclusions based on this data:**

1. Attention to chronic absenteeism is a place for growth at this school. The addition of short-term independent studies contracts in 2021-22 could help students stay engaged with their learning even if they are not in class. Attendance rates could improve with short-term IS in place.
2. Attention to supporting Hispanic students with chronic absenteeism is a place for growth at this school.

# School and Student Performance Data

## Academic Engagement Graduation Rate

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

Very Low Lowest Performance	Low	Medium	High	Very High Highest Performance
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This section provides number of student groups in each level.

2022 Fall Dashboard Graduation Rate Equity Report				
Very Low	Low	Medium	High	Very High

This section provides information about students completing high school, which includes students who receive a standard high school diploma.

2022 Fall Dashboard Graduation Rate for All Students/Student Group		
All Students	English Learners	Foster Youth
Homeless	Socioeconomically Disadvantaged	Students with Disabilities

2022 Fall Dashboard Graduation Rate by Race/Ethnicity			
African American	American Indian	Asian	Filipino
Hispanic	Two or More Races	Pacific Islander	White

### Conclusions based on this data:

1. This is an elementary school so graduation data is not appropriate.

# School and Student Performance Data

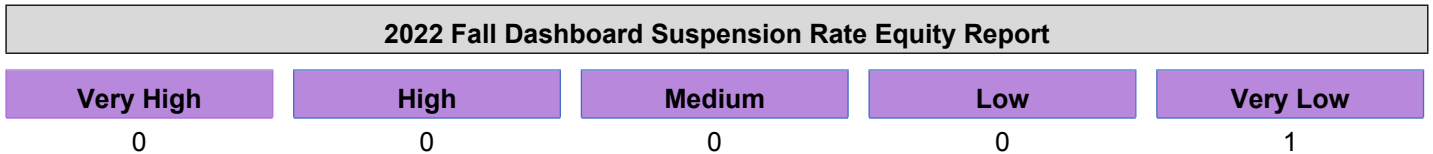
## Conditions & Climate Suspension Rate

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

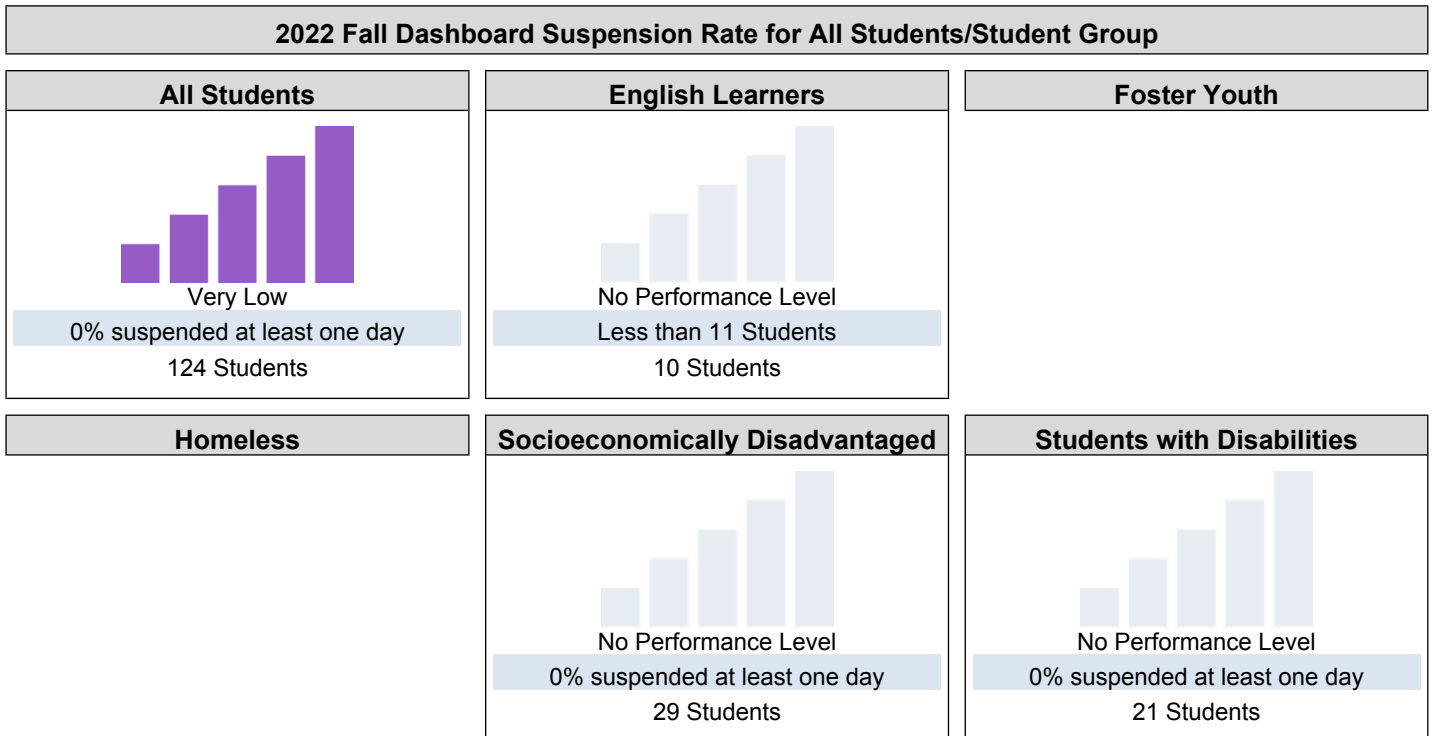
Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



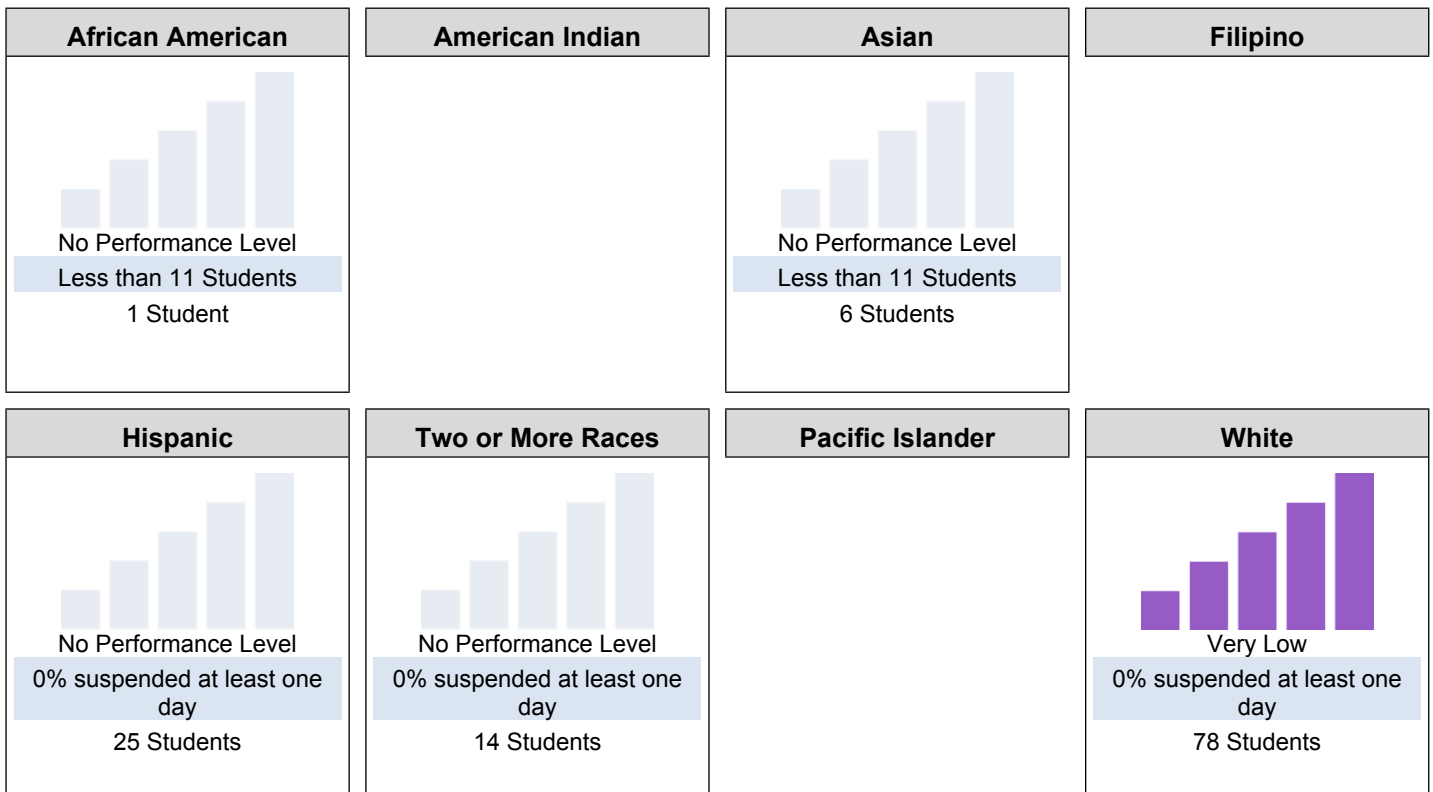
This section provides number of student groups in each level.



This section provides information about the percentage of students in kindergarten through grade 12 who have been suspended at least once in a given school year. Students who are suspended multiple times are only counted once.



**2022 Fall Dashboard Suspension Rate by Race/Ethnicity**



**Conclusions based on this data:**

1. Monarch has excellent mechanisms to support students' positive behavior.

# Goals, Strategies, & Proposed Expenditures

## Goal 1

### Subject

Academic Literacy

### Goal Statement

All students will make academic literacy growth.

### LCAP Goal

Goal #1: All SCCS students will be prepared to successfully access post-secondary college and career opportunities.  
 Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.  
 Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.

### Basis for this Goal

The 2021-22 academic year provided the opportunity for Monarch School to re-establish full-time in-person instruction, family participation, and to activate the restorative school culture and climate. Many students thrived in the rigorous classroom settings; others found the transition back to full-time instruction quite challenging, both academically and emotionally. When analyzing student growth on the reading developmental rubric and F&P assessment of all students, we find that overall students are not meeting the projected growth criteria.

### Expected Annual Measurable Outcomes

Metric/Indicator	Baseline	Expected Outcome
F&P Assessment: All students are expected to make at least one year of growth.	In 2022-23, 74% of Monarch students increased F&P by three or more levels.	Increase 97% made 3+ levels of growth (back to pre-pandemic baseline)
Developmental Reading Rubric: All students are expected to make at least one year of growth.	In 2022-23, 75% of Monarch students made at least one year's growth on the Reading Rubrics.	Increase percentage of students who make a years worth of growth to at least 80% (back to pre-pandemic baseline)
Developmental Writing Rubric: All students are expected to make at least one year of growth.	In 2022-23, 87% of Monarch students made at least one year's growth on the Writing Rubric	Increase percentage of students who make a years worth of growth to at least 90%
MAP Reading: All students in grades 3-5 will make at least one year of growth	In 2022-23, 81% of 3rd-5th grade students made one year's growth or more on the iReady assessment	iReady Reading: Increase percentage of students who meet the projected growth between the fall and spring administrations of the assessment to 85%.

### Planned Strategies/Activities

#### Strategy/Activity 1

Staff will receive training for implementation of Benchmark Phonics curriculum.

### Students to be Served by this Strategy/Activity

All Students

### Timeline

Ongoing throughout the 2023-24 school year

### Person(s) Responsible

Staff, admin

### Proposed Expenditures for this Strategy/Activity

### Strategy/Activity 2

With the addition of .4 Response to Intervention Specialist, staff will develop systems and implementation of Intervention cycles in order to meet students' literacy needs

### Students to be Served by this Strategy/Activity

Students of Concern and students learning English as an additional language, as well as general ed classrooms

### Timeline

Ongoing throughout the 2023-24 school year

### Person(s) Responsible

Staff, Admin

### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	1550
<b>Source</b>	LCFF - Base
<b>Budget Reference</b>	4000-4999: Books And Supplies
<b>Description</b>	Professional Development costs covered by SCCS

### Strategy/Activity 3

Staff will create a Curriculum Map that articulates schoolwide guaranteed and viable instruction for K-5 content standards.

### Students to be Served by this Strategy/Activity

All students

### Timeline

Ongoing throughout the 2023-24 school year

### Person(s) Responsible

Admin, staff

### Proposed Expenditures for this Strategy/Activity



<b>Amount</b>	3,000
<b>Source</b>	LCFF - Base
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	Extra hourly for teachers
<b>Source</b>	None Specified
<b>Budget Reference</b>	None Specified

### Strategy/Activity 4

Continue Readers workshop professional development for all grade levels including monthly development of implementation of Readers Workshop and the Science of Reading with consultant.

### Students to be Served by this Strategy/Activity

All students

### Timeline

On-going

### Person(s) Responsible

admin and staff

### Proposed Expenditures for this Strategy/Activity

<b>Source</b>	None Specified
<b>Budget Reference</b>	None Specified
<b>Description</b>	PD funded by SCCS

# Goals, Strategies, & Proposed Expenditures

## Goal 2

### Subject

Mathematics

### Goal Statement

All students will make mathematics growth.

### LCAP Goal

Goal #1: All SCCS students will be prepared to successfully access post-secondary college and career opportunities.  
Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.  
Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.  
Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.

### Basis for this Goal

In 2022-23 the staff applied professional development around high impact instructional strategies to mathematics instruction. The data was mixed according to the format of the summative assessment tool used. To this end, year-long PLC will center around growing shared understanding of a new assessment tool, time to unpack real world problems, and participate in formal math professional development during the summer.

### Expected Annual Measurable Outcomes

Metric/Indicator	Baseline	Expected Outcome
Developmental Mathematics Rubric: All students are expected to make at least one year of growth.	In 2022-23, 84% of Monarch students made at least one year's growth on the Math Rubric	Increase percentage of students who make a years worth of growth or more by 1% to 85%
MAP Growth data: All students are expected to make at least one year's growth.	In 2022-23, 69% made one year's growth or more on the iReady assessment.	iReady-Math: All 3rd-5th grade students - 80% of students will meet the projected growth between the fall and spring administrations of the assessment.

### Planned Strategies/Activities

#### Strategy/Activity 1

3/5 staff will participate in math summer professional development and share their learning during monthly PD meetings; schoolwide commitment to implementation of Thinking Classroom structures

#### Students to be Served by this Strategy/Activity

All Students

### Timeline

June, 2023

### Person(s) Responsible

Admin, teachers, SCIL leader

### Proposed Expenditures for this Strategy/Activity

Description

Registration funded by SCCS

### Strategy/Activity 2

With the addition of .4 Response to Intervention Specialist, staff will develop systems and implementation of Intervention cycles in order to meet students' math learning needs

### Students to be Served by this Strategy/Activity

All students

### Timeline

Ongoing throughout the 2023-24 school year.

### Person(s) Responsible

Admin, teachers, SCIL leader

### Proposed Expenditures for this Strategy/Activity

Amount

1247

Source

LCFF - Supplemental

Budget Reference

4000-4999: Books And Supplies

Description

Books and Materials to support Response to Intervention support

### Strategy/Activity 3

Staff will develop norms regarding improved integration of math instruction into thematic units

### Students to be Served by this Strategy/Activity

All students

### Timeline

Ongoing throughout the 2023-24 school year.

### Person(s) Responsible

Admin, teachers, SCIL leader

### Proposed Expenditures for this Strategy/Activity

### Strategy/Activity 4

### Students to be Served by this Strategy/Activity

**Timeline**

**Person(s) Responsible**

**Proposed Expenditures for this Strategy/Activity**

<b>Source</b>	None Specified
<b>Budget Reference</b>	None Specified

# Goals, Strategies, & Proposed Expenditures

## Goal 3

### Subject

English Learner Progress

### Goal Statement

MLL Progress: All students will make ELD/ELA growth as measured by iReady, ELPAC, local assessments and developmental rubrics.

### LCAP Goal

Goal #1: All SCCS students will be prepared to successfully access post-secondary college and career opportunities.  
 Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.  
 Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.

### Basis for this Goal

In addition to the ELPAC, our school monitors our English Learner progress by using the CA Dashboard Academic Engagement, and School Conditions and Climate data, as well as growth on the English Language Proficiency Profile (ELPP); achievement of Individualized Service Plan (ISP) goals; and the Mathematics developmental rubrics. In analyzing all of these data points, we see that supporting our English Learners in academic areas needs to be a focus for our school. See below for specific English Learner metrics and data.

### Expected Annual Measurable Outcomes

Metric/Indicator	Baseline	Expected Outcome
Chronic Absenteeism: The percentage of English Learners chronically absent, meaning students that have been absent more than 10% of the school year.	In the 2022-23 school year, attendance rates averaged at 93%	Improve attendance to at least 98% by offering better support, and earlier in the year earlier to families who struggle with attendance.
Growth on the ELPP rubric: using the criteria on the ELPP, individualized goals for each student are created and revised at two Language Review Team (LRT) meetings per year.	In the 2022-23, 88% showed improvement on the ELLP	We will increase the percentage of English Learners improving on the ELPP by at least 2% to 90%.
ISP: Students receive integrated and direct ELD instruction in support of achieving individualized English Language Development criteria.	In the 2022-23, 100% of the students met their ELD goals.	Maintain percentage of students meeting their ISP goals to 100% by holding schoolwide LRT three times in 23-24.
F&P reading assessment	In the 2022-23, 75% made one year's growth or more.	F&P: Increase percentage of students making 3+ levels of growth to 80%
Growth on ELPAC summative assessment over one year's time	In the 2022-23, 60% of the students moved one level.	Increase the percentage of students who grow at least one overall point on the ELPAC by 20% to 80% (pre-pandemic baseline)

## Planned Strategies/Activities

### Strategy/Activity 1

Provide integrated and Designated ELD professional development with C&I

### Students to be Served by this Strategy/Activity

English Language Learners

### Timeline

Ongoing

### Person(s) Responsible

Admin, teachers, consultant, SCIL, Community Liaison

### Proposed Expenditures for this Strategy/Activity

Source	None Specified
Budget Reference	None Specified
Description	Consultant services
Amount	1247
Source	LCFF - Supplemental
Budget Reference	4000-4999: Books And Supplies
Description	Books and materials to support MLL students

### Strategy/Activity 2

Provide Readers Workshop professional development for Launch, on August 5, 2022 with C&I

### Students to be Served by this Strategy/Activity

English Language Learners and Students of Concern

### Timeline

August 2022

### Person(s) Responsible

Site admin, SCIL, teachers, classified

### Proposed Expenditures for this Strategy/Activity

Source	None Specified
Budget Reference	None Specified

### Strategy/Activity 3

The bi-lingual .4 FTE school counselor will have regular meetings with English Learners to help navigate the social and academic demands of school, through Lunch Bunch, supporting students in the General Ed classroom, and meeting with students as needed.

### Students to be Served by this Strategy/Activity

EL students

### Timeline

Throughout the 2023-24 year

### Person(s) Responsible

admin

### Proposed Expenditures for this Strategy/Activity

Amount	58,314
Source	District Funded
Budget Reference	2000-2999: Classified Personnel Salaries
Description	Part-time social emotional counselor

### Strategy/Activity 4

Assess needs and develop designated ELD strategies

### Students to be Served by this Strategy/Activity

### Timeline

### Person(s) Responsible

### Proposed Expenditures for this Strategy/Activity

Source	None Specified
Budget Reference	None Specified

### Strategy/Activity 5

### Students to be Served by this Strategy/Activity

### Timeline

### Person(s) Responsible

### Proposed Expenditures for this Strategy/Activity

Source	None Specified
Budget Reference	None Specified

### Strategy/Activity 6

Part-time Community Coordinator

**Students to be Served by this Strategy/Activity**

ML students

**Timeline**

ongoing

**Person(s) Responsible**

admin

**Proposed Expenditures for this Strategy/Activity**



# Goals, Strategies, & Proposed Expenditures

## Goal 4

### Subject

School Connectedness

### Goal Statement

All students will feel connected to their school. Improve students' feelings of well-being, safety, and community through implementation of Restorative Justice principles and practices, Positive Discipline, and tenets and practices of Trauma-informed schools.

### LCAP Goal

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.

Goal #6: SCCS will maintain strong communication and partnerships with its diverse community.

### Basis for this Goal

In analyzing attendance data and the Socio-Emotional Health Survey we see that a focus on School Connectedness is a strength at Monarch School. When determining the level of School Connectedness in our school, we are specifically looking at data related to students reporting they have supportive, caring relationships with adults and peers, and there is a sense of student safety that promotes pro-social behaviors on campus.

### Expected Annual Measurable Outcomes

Metric/Indicator	Baseline	Expected Outcome
Chronic Absenteeism: Percent of "All Students" absent more than 10% of the school year	In 2022-23, attendance rates averaged at 94%	Improve attendance at 97%.
SEHS survey: School Belonging and Membership data	In 2022-23, 7% of students surveyed reported never feeling a sense of belonging	We will decrease the percentage of students reporting 'never feeling a sense of belonging' by 2% ensuring 95% of students feel a sense of belonging at school.

### Planned Strategies/Activities

#### Strategy/Activity 1

In consultation with SCCS staff, MCS will implement PBIS structures

#### Students to be Served by this Strategy/Activity

All students

#### Timeline

The 2023-24 academic year

**Person(s) Responsible**

Site admin, SCIL

**Proposed Expenditures for this Strategy/Activity****Source** None Specified**Budget Reference** None Specified**Description** Funded by SCCS**Strategy/Activity 2**

Provide Music Instruction and other art opportunities

**Students to be Served by this Strategy/Activity**

All students

**Timeline**

Ongoing

**Person(s) Responsible**

Site admin, enrichment providers

**Proposed Expenditures for this Strategy/Activity****Amount** 16,000**Source** Other**Budget Reference** 2000-2999: Classified Personnel Salaries**Description** Prop 28**Amount** 5503**Source** Parcel Tax**Budget Reference** 1000-1999: Certificated Personnel Salaries**Description** Music instruction for all students**Strategy/Activity 3****Students to be Served by this Strategy/Activity****Timeline****Person(s) Responsible****Proposed Expenditures for this Strategy/Activity****Source** None Specified**Budget Reference** None Specified

**Source** None Specified

**Budget Reference** None Specified

## Strategy/Activity 4

**Students to be Served by this Strategy/Activity**

**Timeline**

**Person(s) Responsible**

### Proposed Expenditures for this Strategy/Activity

**Source** None Specified

**Budget Reference** None Specified

# Goals, Strategies, & Proposed Expenditures

## Goal 5

### Subject

### Goal Statement

### LCAP Goal

### Basis for this Goal

### Expected Annual Measurable Outcomes

Metric/Indicator

Baseline

Expected Outcome

### Planned Strategies/Activities

#### Strategy/Activity 1

Students to be Served by this Strategy/Activity

Timeline

Person(s) Responsible

Proposed Expenditures for this Strategy/Activity

# Annual Review and Update

SPSA Year Reviewed: 2022-23

## Goal 1

All students will make academic literacy growth.

## Annual Measurable Outcomes

Metric/Indicator	Expected Outcomes	Actual Outcomes
F&P Assessment: All students are expected to make at least one year of growth.	Increase 97% made 3+ levels of growth (back to pre-pandemic baseline)	74%
Developmental Reading Rubric: All students are expected to make at least one year of growth.	Increase percentage of students who make a years worth of growth to at least 80% (back to pre-pandemic baseline)	75%
Developmental Writing Rubric: All students are expected to make at least one year of growth.	Increase percentage of students who make a years worth of growth to at least 75% (back to pre-pandemic baseline)	87%
MAP Reading: All students in grades 3-5 will make at least one year of growth	Monarch is moving to the iReady assessment-Reading: All 3rd-5th grade students- 80% of students will meet the projected growth between the fall and spring administrations of the assessment.	81%

## Strategies/Activities for Goal 1

Planned Actions/Services	Actual Actions/Services
<p>Establish baseline with new standardized reading assessment (iReady) for 3rd-5th grade students administered within the first two weeks of year</p> <ul style="list-style-type: none"> <li>Staff will analyze data and work with students to set reading progress goals</li> <li>Staff will participate in regular review of progress towards goal achievement</li> <li>PLC will hone data analysis by aligning iReady data with student work samples on a monthly basis</li> </ul>	<p>Staff regularly reviewed student data to adjust instruction and groupings</p>
<p>Provide Readers workshop professional development for Launch on August 5, 2022 with C&amp;I followed by monthly development of implementation of Readers Workshop and the Science of Reading with consultant.</p>	<p>PD provider met with staff three times as well as individual coaching, observation, and lesson modeling</p>
<p>Utilize staff meeting time to develop a novel social studies theme centered around indigenous</p>	<p>The thematic unit was successful</p>

**Planned  
Actions/Services**

peoples of the Santa Cruz and Monterey Bay areas.

- Staff will work to identify appropriate student level texts and resources.

Funding for peer mentoring of new staff in 22-23

**Actual  
Actions/Services**

Mentors and mentee met for the available hours and evaluated the process

**Analysis**

Describe the overall implementation of the strategies/activities to achieve the articulated goal.

All of the actions were carried out within the time intended

Describe the overall effectiveness of the strategies/activities to achieve the articulated goal as measured by the school.

Instruction was improved as a result of the PD and data analysis activities

Explain any material differences between the Proposed Expenditures and Estimated Actual Expenditures.

All of the actions were carried out within the budget proposed

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

Since most of the metrics were met, outcome metrics will be adjusted

# Annual Review and Update

SPSA Year Reviewed: 2022-23

## Goal 2

All students will make mathematics growth.

## Annual Measurable Outcomes

Metric/Indicator	Expected Outcomes	Actual Outcomes
Developmental Mathematics Rubric: All students are expected to make at least one year of growth.	Increase percentage of students who make a years worth of growth or more by 6% to 70%	84%
MAP Growth data: All students are expected to make at least one year's growth.	iReady-Math: All 3rd-5th grade students - 80% of students will meet the projected growth between the fall and spring administrations of the assessment.	69%

## Strategies/Activities for Goal 2

Planned Actions/Services	Actual Actions/Services
PLC will complete one Problem of the Month and/or MARS Task common assessment in order to better understand how to support students in building growth mindset, perseverance and applying Math Practice Standards.	All of the actions were carried out within the time intended
2/5 staff will participate in summer professional development and share their learning during monthly PD meetings.	All of the actions were carried out within the time intended
Establish baseline with new standardized math assessment (iReady) for 3rd-5th grade students administered within the first two weeks of year <ul style="list-style-type: none"> <li>Staff will analyze data and work with students to set reading progress goals</li> <li>Staff will participate in regular review of progress towards goal achievement</li> <li>PLC will hone data analysis by aligning iReady data with student work samples on a monthly basis</li> </ul>	Staff regularly reviewed student data to adjust instruction and groupings

## Analysis

Describe the overall implementation of the strategies/activities to achieve the articulated goal.  
 All of the actions were carried out within the time and projected budget

Describe the overall effectiveness of the strategies/activities to achieve the articulated goal as measured by the school.

Instruction was improved as a result of the PD and data analysis activities

Explain any material differences between the Proposed Expenditures and Estimated Actual Expenditures.

All of the actions were carried out within the projected budget

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

Since one of the metrics were met, outcome metrics will be adjusted



# Annual Review and Update

## SPSA Year Reviewed: 2022-23

### Goal 3

All English Learners will be academically successful.

### Annual Measurable Outcomes

Metric/Indicator	Expected Outcomes	Actual Outcomes
Attendance rate: The percentage of English Learners chronically absent, meaning students that have been absent more than 10% of the school year.	Improve attendance to at least 98% by offering better support, and earlier in the year earlier to families who struggle with attendance.	93%
Growth on the ELPP rubric: using the criteria on the ELPP, individualized goals for each student are created and revised at two Language Review Team (LRT) meetings per year.	We will increase the percentage of English Learners improving on the ELPP by at least 2% to 90%.	88%
ISP: Students receive integrated and direct ELD instruction in support of achieving individualized English Language Development criteria.	Improve percentage of students meeting their ISP goals to 100% by holding schoolwide LRT three times in 22-23.	100%
iReady Math: Students are expected to make at least one year of growth.	iReady-Math: All 3rd-5th grade students - 80% of students will meet the projected growth between the fall and spring administrations of the assessment.	75%
Growth on ELPAC summative assessment over one year's time	Increase the percentage of students who grow at least one overall point on the ELPAC by 25% to 75% (pre-pandemic baseline)	60%

### Strategies/Activities for Goal 3

Planned Actions/Services	Actual Actions/Services
Provide integrated and Designated ELD professional development with C&I	Staff attended a one-day training in Benchmark Phonics and ELPAC expectations in January 2023
Provide Readers Workshop professional development for Launch, on August 5, 2022 with C&I	PD provider met with staff three times as well as individual coaching, observation, and lesson modeling
The bi-lingual .4 FTE school counselor will have regular meetings with English Learners to help navigate the social and academic demands of school, through Lunch Bunch, supporting students in the General Ed classroom, and meeting with students as needed.	A different, non-bilingual counselor was transferred to our school. She met with ML learners individually, in small groups, and in classroom settings to help navigate social and academic progress
Assess needs and develop designated ELD strategies	Individual Service Plans were reviewed and updated three times in the year

**Planned  
Actions/Services**

Utilize staff meeting time to develop a novel social studies theme centered around indigenous peoples of the Santa Cruz and Monterey Bay areas.

- Identify and contact indigenous leaders to provide feedback during development process.
- -Schedule speaker visits in conjunction with proposed theme.

Part-time Community Coordinator

**Actual  
Actions/Services**

The thematic unit was successful and ML learners expressed engagement

Community Coordinator translated at parent conferences, at parent meetings, at graduation. She translated student evaluation documents. She organized two ELAC meetings this year.

**Analysis**

Describe the overall implementation of the strategies/activities to achieve the articulated goal.

Metrics were not met, but approached being met.

Describe the overall effectiveness of the strategies/activities to achieve the articulated goal as measured by the school.

Overall, ML learners made academic progress, especially with targeted instruction

Explain any material differences between the Proposed Expenditures and Estimated Actual Expenditures.

All of the actions were carried out within the projected budget

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

In 23-24 staff will work with PD consultant for 20 days including observation, coaching, lesson planning, and lesson modeling.

# Annual Review and Update

SPSA Year Reviewed: 2022-23

## Goal 4

All students will feel connected to their school. Improve students' feelings of well-being, safety, and community through implementation of Restorative Justice principles and practices, Positive Discipline, and tenets and practices of Trauma-informed schools.

## Annual Measurable Outcomes

Metric/Indicator	Expected Outcomes	Actual Outcomes
Chronic Absenteeism: Percent of "All Students" absent more than 10% of the school year	Improve attendance at 97%.	94%
SEHS survey: School Belonging and Membership data	We will increase the percentage of students reporting 'never feeling a sense of belonging 'by 4% ensuring 100% of students feel a sense of belonging at school.	7%

## Strategies/Activities for Goal 4

Planned Actions/Services	Actual Actions/Services
In 2022-23, all Branciforte Small Schools staff (certificated and classified) will continue learning Restorative Justice and Trauma Informed principles and practices.	BSSC staff met four times with ROSe Consulting to review/learn Trauma-Informed practices including envisioning schoolwide policy and practice improvements
Staff will participate in summer reading related to a well-functioning PLC team.	Staff discussed sections of the book in monthly PLC meetings and practiced strategies for Being Present
Provide Music and Art Instruction and other enrichment opportunities	Music and art instruction by enrichment providers was offered to all students throughout the year
The part-time school counselor will reinforce the social-emotional curriculum in their meetings with groups and individual students.	The counselor met with students individually, in small groups, and pushed-in classroom to offer support to students

## Analysis

Describe the overall implementation of the strategies/activities to achieve the articulated goal.

The staff PLC was strengthened by PD with entire BSSC staff, therefore supporting staff in providing excellent instruction for students

Describe the overall effectiveness of the strategies/activities to achieve the articulated goal as measured by the school.

Overall school connectedness ratings were high as measured by the Social Emotional Health Survey and parent survey

Explain any material differences between the Proposed Expenditures and Estimated Actual Expenditures.

All activities were carried out within projected budget

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

Goal 4 outcomes were adjusted. Staff will take the lead in reinvigorating relationship with buddy classes. Admin will enforce attendance policy with families who show patterns of tardiness or excessive absence

# Annual Review and Update

SPSA Year Reviewed: 2022-23

## Goal 5

## Annual Measurable Outcomes

Metric/Indicator

Expected Outcomes

Actual Outcomes

## Strategies/Activities for Goal 5

Planned  
Actions/Services

Actual  
Actions/Services

## Analysis

Describe the overall implementation of the strategies/activities to achieve the articulated goal.

Describe the overall effectiveness of the strategies/activities to achieve the articulated goal as measured by the school.

Explain any material differences between the Proposed Expenditures and Estimated Actual Expenditures.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

# Budget Summary and Consolidation

The Budget Summary is required for schools funded through the ConApp. The Consolidation of Funds is required for a school receiving funds allocated through the ConApp and consolidating those funds as part of a schoolwide program.

## Budget Summary

Description	Amount
Total Funds Provided to the School Through the Consolidated Application	
Total Funds Budgeted for Strategies to Meet the Goals in the SPSA	86,861.00

## Allocations by Funding Source

Funding Source	Amount	Balance
----------------	--------	---------

## Expenditures by Funding Source

Funding Source	Amount
District Funded	58,314.00
LCFF - Base	4,550.00
LCFF - Supplemental	2,494.00
Other	16,000.00
Parcel Tax	5,503.00

## Expenditures by Budget Reference

Budget Reference	Amount
1000-1999: Certificated Personnel Salaries	8,503.00
2000-2999: Classified Personnel Salaries	74,314.00
4000-4999: Books And Supplies	4,044.00



## Expenditures by Budget Reference and Funding Source

Budget Reference	Funding Source	Amount
2000-2999: Classified Personnel Salaries	District Funded	58,314.00
1000-1999: Certificated Personnel Salaries	LCFF - Base	3,000.00
4000-4999: Books And Supplies	LCFF - Base	1,550.00
4000-4999: Books And Supplies	LCFF - Supplemental	2,494.00
2000-2999: Classified Personnel Salaries	Other	16,000.00
1000-1999: Certificated Personnel Salaries	Parcel Tax	5,503.00

# School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

- 1 School Principal
- 3 Classroom Teachers
- 1 Other School Staff
- 3 Parent or Community Members
- 0 Secondary Students

Name of Members	Role
Michelle McKinney	Principal
Maria Diaz Perez	Classroom Teacher
Zack Garban	Classroom Teacher
Amelia von Gerer	Classroom Teacher
Gail Mabrouk	Other School Staff
Gail Mabrouk	Other School Staff Parent or Community Member
Michelle Easter	Parent or Community Member
Deutron Kebebu	Parent or Community Member
Fran Wisnowski	Parent or Community Member

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

# Recommendations and Assurances

The School Site Council (SSC) recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the School Plan for Student Achievement (SPSA) requiring board approval.

The SSC sought and considered all recommendations from the following groups or committees before adopting this plan:

**Signature**

**Committee or Advisory Group Name**

The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

This SPSA was adopted by the SSC at a public meeting on May 6, 2023.

Attested:



Principal, Michelle McKinney on June 6, 2023



SSC Chairperson, Michelle Easter on June 6, 2023

School Year: **2023-24**

# School Plan for Student Achievement (SPSA) Template

The School Plan for Student Achievement (SPSA) is meant to consolidate all school-level planning efforts into one plan for programs funded through the consolidated application (ConApp), pursuant to the California Education Code (EC) Section 64001 and the Elementary and Secondary Education Act as amended by the Every Student Succeeds Act (ESSA).

The purpose of the SPSA is to increase the overall effectiveness of the school program by crafting a strategic plan that maximizes the resources available to the school while minimizing duplication of effort with the ultimate goal of increasing student achievement.

The School Site Council (SSC) is required to develop and annually review the SPSA, establish an annual budget, and make modifications in the plan to reflect changing needs and priorities, as applicable, pursuant to EC 52853(b) and 52855.

California's ESSA State Plan significantly shifts the state's approach to the utilization of federal resources in support of underserved student groups. The SPSA provides schools with the opportunity to document their approach to maximizing the impact of federal investments in support of underserved students.

The implementation of ESSA in California presents an opportunity for schools to innovate with their federally-funded programs and align them with the priority goals of the school and the LEA that are being realized under the state's Local Control Funding Formula (LCFF).

LCFF provides schools and LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The SPSA planning process supports continuous cycles of action, reflection, and improvement.

<b>School Name</b>	Branciforte Middle School
<b>Address</b>	315 Poplar St. Santa Cruz, CA 95062-1131
<b>County-District-School (CDS) Code</b>	44698236060149
<b>Principal</b>	Casey O'Brien
<b>District Name</b>	Santa Cruz City Schools
<b>SPSA Revision Date</b>	
<b>Schoolsite Council (SSC) Approval Date</b>	
<b>Local Board Approval Date</b>	

In the pages that follow, please describe the school's plan for making the best use of federal ESEA resources in alignment with other federal, state, and local programs.

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# School Vision and Mission

Vision Statement: Opening Minds - Opening Hearts - Opening Doors

Mission Statement: Branciforte is a creative and stimulating learning community built on a foundation of respect and integrity, where individuals are safe, known well, and cared for, where everyone contributes and values the contributions of others, where everyone learns every day, and where scholarship leads to academic excellence.

## School Profile

Branciforte Middle School serves a diverse student population primarily from the east side of Santa Cruz. Our academic program is designed to meet individual students' needs. Our base program includes an English/Social Studies Core, math, science, P.E., and an elective. Our math classes use the College Prep Math curriculum with a focus on problem solving, explaining your reasoning, collaboration, and perseverance. The program includes both a standard middle school track and an opportunity for acceleration. For a school of our size, we have an outstanding exploratory program. At sixth grade, this includes options for Instrumental Music, Introduction to Computer Science, AVID (Advancement Via Individual Determination - a college-preparatory program), and Visual Art. In the seventh and eighth grade, exploratories include: Instrumental Music, Art, AVID, Woodworking, and Culinary Arts. Students from our district's Dual-Language Immersion program continue their studies in Spanish Language Arts on our site.

Branciforte is proud of the many programs and services we offer. We have greatly expanded our access to technology, including: our state-of-the-art library computer lab staffed by our librarian; our "Bee Inn", (an innovation center designed to support use of technology in research, collaboration, and presentation, and a dedicated writing space); Chromebook carts in most classrooms, several sets of iPads, and technology curriculum in our elective program. Branciforte is also in its second round of a Computer Science for All grant that emphasizes computing for the social good - exposing all students to the benefits and opportunities in Computer Science. Our Wednesday afternoon Arts Academy provides the opportunity for our students to participate in a variety of enrichment activities. Recent course offerings include: Jazz Band, ROV (under water robotics), Gardening, Bike Club, Parkour, Culinary Arts, and Drumline. Bilingualism is supported in our Two Way Immersion program and our English Language Development (ELD) program. In the fall of 2016, we started the Academic Achievement Academy, an after-school program, on Monday through Thursday for two hours after school. This program includes an hour of academic support and an hour of enrichment activity including music, cooking, and physical activity.

Major Achievements: In addition to the increase in access to technology and the Computer Science for All Grant, we have been concentrating on improving academic support for our English learners and under-performing students. Our ELD offerings include three levels of ELD instruction, a Newcomers class, and access to bilingual learning assistants in some classes. Students struggling with math skills may use iReady or get additional support from a math teacher during our sustained silent reading (SSR) time, or be enrolled in a math intervention class for a portion of their elective wheel or during zero period. There is a strong focus on Trauma Informed Schools training for teachers and on the implementation of Social Emotional Learning strategies and curriculum. Many teachers practice mindfulness with their students on a regular basis. In the 2017-18 school year, the school implemented a Positive Behavioral Interventions and Supports (PBIS) program that emphasizes doing the right thing and rewards students for contributing positively to the school climate. This includes various lessons in the classroom, special events such as assemblies and random drawings for students who are making good decisions.

At Branciforte, we strive to involve families in the school community. Our Home and School Club, English Language Advisory Committee (ELAC), and School Site Council offer formal ways for parents to participate. We also host workshops on parenting and planning for college, a math and science night, a Comprehensive Sex Education night, and a Social Emotional Learning night for families. Our Home and School Club and ELAC parents partner to celebrate our community's cultures. In the fall, we typically host an annual Tamalada that includes wonderful food, music and Baile Folklorico. In the spring, we host our Spring Festival, which highlights student performances and fabulous food. The Tamalada and Spring Festival events bring thousands of dollars into Branciforte classrooms.

Branciforte also involves families through celebrations of student learning. We host activities throughout the school year that celebrate student success, including music concerts, featuring performances from our Arts Academy classes, walking field trips for all grade levels throughout the year, a Turkey Trot (a Thanksgiving fun run), the Egyptian Museum for sixth graders, the Renaissance Presentations for seventh grade students, and an Invention Convention for eighth grade students.

Focus for Improvement: We continue to work towards our goal that all students will be proficient or advanced in English Language Arts and math. Our professional development time focuses on building our repertoire of teaching strategies to engage students in the content, improving content literacy, increasing academic talk in the classroom, and developing priority learning goals and success criteria in each department. We have, in the past, offered professional development in the practice of an evidence, analysis, action Impact Protocol using student work on formative assessments to inform our practice. We have introduced the universal iReady assessment to evaluate student progress in math and reading and to assign students to intervention.

Our school community coordinator provides support to our students and their families. This work has increased the connection between home and school. We work to promote a college-going culture at our school. Our AVID students visit universities and partner with UCSC tutors to develop college level study skills. All seventh graders visit either the University of California or the California State Monterey Bay campus. Our current 7th and 8th graders are also in a cohort for a Gear Up Grant which also has a focus on college and career readiness. Gear Up will follow these groups of students through high school and into college. Students in our Spanish Language Arts classes are working towards the Seal of Biliteracy, which represents master attainment of two or more languages. In addition, our school community coordinator works to promote the Latino Role Model conference that is held annually and provides students with the opportunity to hear Latino professionals talk about their preparation and experience in a wide range of careers.

Leadership: Casey O'Brien is enjoying his 19th year as a principal and is in his fourth year as Principal of Branciforte. He brings experience leading at both the high school and middle school level, leadership experience in Special Education and Student Services at the district level, has served as an adjunct professor in the Masters of Educational Leadership program at SJSU. While at Aptos High School, he was awarded the Association of California School Administrators (ACSA) Region 10 Secondary Principal of the Year in 2014.

All stakeholders, teachers, classified staff, students, parents, and administrators take part in decision making at this school. Teachers determine instructional methods as a team; the leadership team, along with the administration, plans staff development. Our School Site Council (SSC) and English Learner Advisory Council (ELAC) play a key role in shaping our students' educational experience. The Student Council advises the school administration and helps guide our activities and enrichment.

## Educational Partner Involvement

How, when, and with whom did the school consult as part of the planning process for this SPSA/Annual Review and Update?

### Involvement Process for the SPSA and Annual Review and Update

The SPSA is developed, monitored and reviewed annually across at least five evening SSC meetings. The site principal also met and conferred with district personnel, the Site Leadership Team (SCIL), the English Learner Advisory Council (ELAC) and the entire school staff during faculty meetings. The Principal offers invitation to review and discuss individually as necessary with any and all stakeholders.

# School and Student Performance Data

## Student Enrollment Enrollment By Student Group

Student Enrollment by Subgroup						
Student Group	Percent of Enrollment			Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23
American Indian	%	%	0%			0
African American	2.1%	1.89%	1.54%	9	8	6
Asian	1.2%	1.42%	2.31%	5	6	9
Filipino	%	%	0%			0
Hispanic/Latino	45.5%	47.04%	44.73%	191	199	174
Pacific Islander	0.2%	0.24%	0.26%	1	1	1
White	46.2%	45.63%	47.3%	194	193	184
Multiple/No Response	4.8%	3.55%	3.6%	20	15	14
	<b>Total Enrollment</b>			420	423	389

## Student Enrollment Enrollment By Grade Level

Student Enrollment by Grade Level			
Grade	Number of Students		
	20-21	21-22	22-23
Grade 6	133	144	108
Grade 7	141	136	150
Grade 8	146	143	131
<b>Total Enrollment</b>	420	423	389

### Conclusions based on this data:

1. There is a decrease in student enrollment over the past three years (460 to 423).
2. Student group demographics have stayed relatively constant over the last three years.



# School and Student Performance Data

## Student Enrollment English Learner (EL) Enrollment

English Learner (EL) Enrollment						
Student Group	Number of Students			Percent of Students		
	20-21	21-22	22-23	20-21	21-22	22-23
English Learners	63	78	62	15.00%	18.4%	15.9%
Fluent English Proficient (FEP)	88	80	70	21.00%	18.9%	18.0%
Reclassified Fluent English Proficient (RFEP)	25			39.7%		

### Conclusions based on this data:

1. Consistent with overall enrollment - there has been a slight decrease in the overall percentage of English Learners at B40 over time (from 79 to 63) students that are EL, (17% to 15%).
2. The number of students who have reclassified as Fluent English Proficient has increased significantly over the past three years. (13.8% to 40.5%)

# School and Student Performance Data

## CAASPP Results English Language Arts/Literacy (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 6	133	144		0	138		0	138		0.0	95.8	
Grade 7	143	136		0	129		0	129		0.0	94.9	
Grade 8	144	141		0	138		0	138		0.0	97.9	
All Grades	420	421		0	405		0	405		0.0	96.2	

The "% of Enrolled Students Tested" showing in this table is not the same as "Participation Rate" for federal accountability purposes.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 6		2530.			20.29			27.54			35.51			16.67	
Grade 7		2543.			13.95			37.21			24.03			24.81	
Grade 8		2559.			17.39			30.43			29.71			22.46	
All Grades	N/A	N/A	N/A		17.28			31.60			29.88			21.23	

Reading Demonstrating understanding of literary and non-fictional texts												
Grade Level	% Above Standard			% At or Near Standard			% Below Standard					
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23			
Grade 6		23.91			56.52			19.57				
Grade 7		21.71			60.47			17.83				
Grade 8		24.64			52.17			23.19				
All Grades		23.46			56.30			20.25				

Writing Producing clear and purposeful writing									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 6		15.94			65.22			18.84	
Grade 7		17.05			52.71			30.23	
Grade 8		12.32			57.25			30.43	
All Grades		15.06			58.52			26.42	

Listening Demonstrating effective communication skills									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 6		21.74			69.57			8.70	
Grade 7		13.18			76.74			10.08	
Grade 8		18.12			73.91			7.97	
All Grades		17.78			73.33			8.89	

Research/Inquiry Investigating, analyzing, and presenting information									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 6		18.12			69.57			12.32	
Grade 7		18.60			61.24			20.16	
Grade 8		16.67			72.46			10.87	
All Grades		17.78			67.90			14.32	

**Conclusions based on this data:**

- Overall ELA CAASPP scores have improved over the past three years. Overall, the percentage of students remains above/at/near standard: 16-17 = 54%, 17-18 = 56%, 18-19 = 59%  
Relative area of strength in ELA is for above/at/near standard: Research Inquiry = 85%, Listening = 85%, Writing = 80%, Reading = 73%.
- Student Group Progress: English Learners who exceeded or met standard increased from 3% to almost 5%. Additionally, there was a significant decrease in the percentage of ELs in the standard not met category over the past four years (15-16 = 95%, 16-17 = 84%, 17-18 = 61% and 18-19 = 59%. This is very encouraging and is a school highlight for 2018-19 CAASPP. Students with disabilities CAASPP ELA scores have improved over the past two years with an increase of 3% more students in the standards met & exceeded categories and with a decrease in standard nearly and not met categories over the past two years. Students who are socio-economically disadvantaged have shown improvement, increasing the number of students in standard exceeded and met categories by 7% and standard not met category decreasing by 6%.
- There was no CAASPP given in the 2019-20 or the 2020-21 school years, which is why the most recent data analysis is based on 2018-19 data.

# School and Student Performance Data

## CAASPP Results Mathematics (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 6	133	144		0	137		0	137		0.0	95.1	
Grade 7	143	136		0	132		0	132		0.0	97.1	
Grade 8	145	141		0	137		0	137		0.0	97.2	
All Grades	421	421		0	406		0	406		0.0	96.4	

\* The “% of Enrolled Students Tested” showing in this table is not the same as “Participation Rate” for federal accountability purposes.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 6		2495.			9.49			18.98			31.39			40.15	
Grade 7		2500.			8.33			23.48			24.24			43.94	
Grade 8		2537.			16.79			14.60			26.28			42.34	
All Grades	N/A	N/A	N/A		11.58			18.97			27.34			42.12	

Concepts & Procedures Applying mathematical concepts and procedures									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 6		8.03			41.61			50.36	
Grade 7		10.69			46.56			42.75	
Grade 8		14.60			51.82			33.58	
All Grades		11.11			46.67			42.22	

Problem Solving & Modeling/Data Analysis Using appropriate tools and strategies to solve real world and mathematical problems									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 6		10.22			59.12			30.66	
Grade 7		8.33			58.33			33.33	
Grade 8		18.25			51.09			30.66	
All Grades		12.32			56.16			31.53	

Communicating Reasoning Demonstrating ability to support mathematical conclusions									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 6		13.14			66.42			20.44	
Grade 7		9.85			61.36			28.79	
Grade 8		16.06			57.66			26.28	
All Grades		13.05			61.82			25.12	

**Conclusions based on this data:**

1. Overall Math CAASPP scores have also remained largely static over the past three years with a slight growth in 2018-19. Overall, the percentage of students is above/at/near standard: 15-16 = 39%, 16-17 = 38%, 17-18 = 39% and 18-19 = 41%  
Relative area of strength in math is for above/at/near standard: Communicating Reasoning = 70%, Problem Solving & Modeling/Data Analysis = 66%, Concepts and Procedures = 57%.
2. Student Group Progress: English Learners CAASPP Math scores have mostly remained stagnant. The percentage of EL students at the standard met category stayed the same and an increase in the standard not met category from 70% in 15-16 to 84% in 16-17, 82% in 17-18 and 89% in 18-19. SpEd students remained static in the categories of standard met and exceeded over past two years, but have shown an overall decrease in standard not met over past three 72% in 16-17, 77% in 17-18 and 65% in 18-19. Students who are socio-economically disadvantaged showed improvement with an increase of 3% in the standards met and exceeded category in 18-19 but have been relatively flat other than that increase.
3. There was no CAASPP given in the 2019-20 or the 2020-21 school year, which is why the most recent data analysis is based on 2018-19 data.

# School and Student Performance Data

## ELPAC Results

ELPAC Summative Assessment Data Number of Students and Mean Scale Scores for All Students												
Grade Level	Overall			Oral Language			Written Language			Number of Students Tested		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
6	1536.0	1537.1		1537.4	1535.9		1534.0	1537.9		23	29	
7	1554.7	1534.3		1554.2	1516.6		1554.7	1551.4		24	20	
8	1491.3	1560.5		1487.3	1542.8		1495.3	1578.2		12	13	
All Grades										59	62	

Overall Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
6	30.43	20.69		21.74	51.72		39.13	24.14		8.70	3.45		23	29	
7	33.33	40.00		37.50	30.00		16.67	10.00		12.50	20.00		24	20	
8	16.67	53.85		41.67	23.08		8.33	0.00		33.33	23.08		12	13	
All Grades	28.81	33.87		32.20	38.71		23.73	14.52		15.25	12.90		59	62	

Oral Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
6	39.13	48.28		30.43	37.93		21.74	10.34		8.70	3.45		23	29	
7	50.00	45.00		29.17	25.00		8.33	5.00		12.50	25.00		24	20	
8	33.33	61.54		33.33	15.38		0.00	0.00		33.33	23.08		12	13	
All Grades	42.37	50.00		30.51	29.03		11.86	6.45		15.25	14.52		59	62	

Written Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
6	13.04	6.90		26.09	37.93		39.13	37.93		21.74	17.24		23	29	
7	16.67	30.00		33.33	30.00		37.50	20.00		12.50	20.00		24	20	
8	8.33	46.15		33.33	23.08		16.67	7.69		41.67	23.08		12	13	
All Grades	13.56	22.58		30.51	32.26		33.90	25.81		22.03	19.35		59	62	

Listening Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
6	30.43	24.14		43.48	65.52		26.09	10.34		23	29	
7	29.17	25.00		50.00	45.00		20.83	30.00		24	20	
8	25.00	46.15		41.67	30.77		33.33	23.08		12	13	
All Grades	28.81	29.03		45.76	51.61		25.42	19.35		59	62	

Speaking Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
6	69.57	65.52		26.09	31.03		4.35	3.45		23	29	
7	69.57	60.00		17.39	20.00		13.04	20.00		23	20	
8	36.36	53.85		36.36	23.08		27.27	23.08		11	13	
All Grades	63.16	61.29		24.56	25.81		12.28	12.90		57	62	

Reading Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
6	13.04	13.79		39.13	62.07		47.83	24.14		23	29	
7	25.00	30.00		50.00	45.00		25.00	25.00		24	20	
8	16.67	46.15		41.67	30.77		41.67	23.08		12	13	
All Grades	18.64	25.81		44.07	50.00		37.29	24.19		59	62	

Writing Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
6	17.39	17.24		78.26	79.31		4.35	3.45		23	29	
7	8.33	30.00		79.17	50.00		12.50	20.00		24	20	
8	0.00	15.38		58.33	69.23		41.67	15.38		12	13	
All Grades	10.17	20.97		74.58	67.74		15.25	11.29		59	62	

**Conclusions based on this data:**

- Overall scores suggest that 6th graders slightly outperform their 7th and 8th grade peers with 6th graders scoring at Level 4 overall.
- Oral language is a relative strength for our students when compared to written language.
- Not all ELs took the ELPAC in the 2019-20 school year due to COVID and shifting to distance learning in the spring, which is why the most recent data analysis is based on 2018-19 data.





# School and Student Performance Data

## Student Population

For the past two years, many state and federal accountability requirements were waived or adjusted due to the impact of the COVID-19 pandemic on LEAs, schools, and students. Beginning with the 2021-22 school year, the requirements to hold schools and districts accountable for student outcomes has returned with the release of the 2022 California School Dashboard (Dashboard). The Every Student Succeeds Act is requiring all states to determine schools eligible for support. Similarly, under state law, Assembly Bill (AB) 130, which was signed into law in 2021, mandates the return of the Dashboard using only current year performance data to determine LEAs for support. Therefore, to meet this state requirement, only the 2021-22 school year data will be reported on the 2022 Dashboard for state indicators. (Data for Change [or the difference from prior year] and performance colors will not be reported.)

This section provides information about the school's student population.

2021-22 Student Population			
Total Enrollment	Socioeconomically Disadvantaged	English Learners	Foster Youth
<b>423</b>	<b>40.9</b>	<b>18.4</b>	<b>0.2</b>
Total Number of Students enrolled in Branciforte Middle School.	Students who are eligible for free or reduced priced meals; or have parents/guardians who did not receive a high school diploma.	Students who are learning to communicate effectively in English, typically requiring instruction in both the English Language and in their academic courses.	Students whose well being is the responsibility of a court.

2021-22 Enrollment for All Students/Student Group		
Student Group	Total	Percentage
English Learners	78	18.4
Foster Youth	1	0.2
Homeless	4	0.9
Socioeconomically Disadvantaged	173	40.9
Students with Disabilities	70	16.5

Enrollment by Race/Ethnicity		
Student Group	Total	Percentage
African American	8	1.9
American Indian		
Asian	6	1.4
Filipino		
Hispanic	199	47.0
Two or More Races	15	3.5
Pacific Islander	1	0.2
White	193	45.6

**Conclusions based on this data:**

1. The biggest student groups at our school are: Hispanic, White, Socioeconomically Disadvantaged, English Learners, and Students with Disabilities.

# School and Student Performance Data

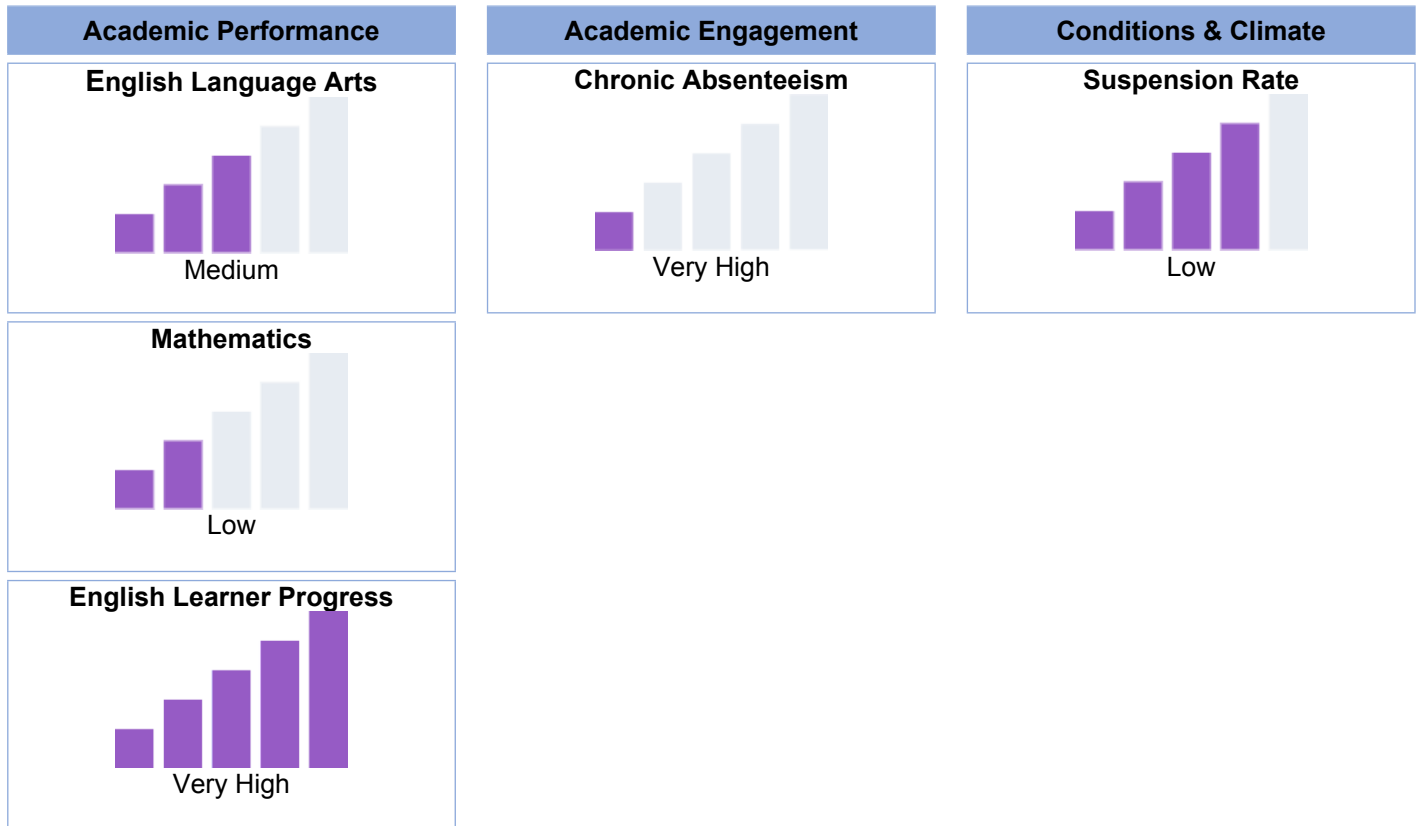
## Overall Performance

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



### 2022 Fall Dashboard Overall Performance for All Students



#### Conclusions based on this data:

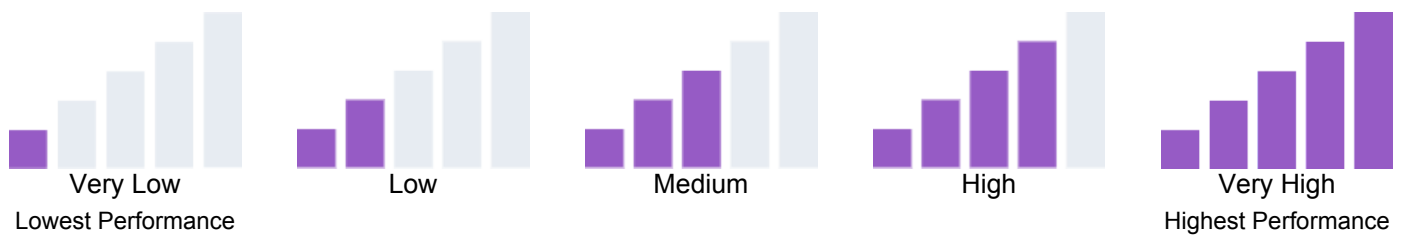
1. English Language Arts, Suspension Rates, and Chronic Absenteeism Rates are all improving, as indicated by the overall green rating on our CA dashboard.
2. Mathematics overall scores decreased, which is why our Mathematics rating is Orange on the CA Dashboard.

# School and Student Performance Data

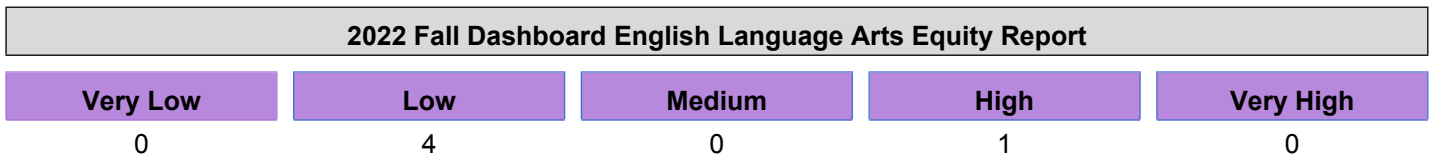
## Academic Performance English Language Arts

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

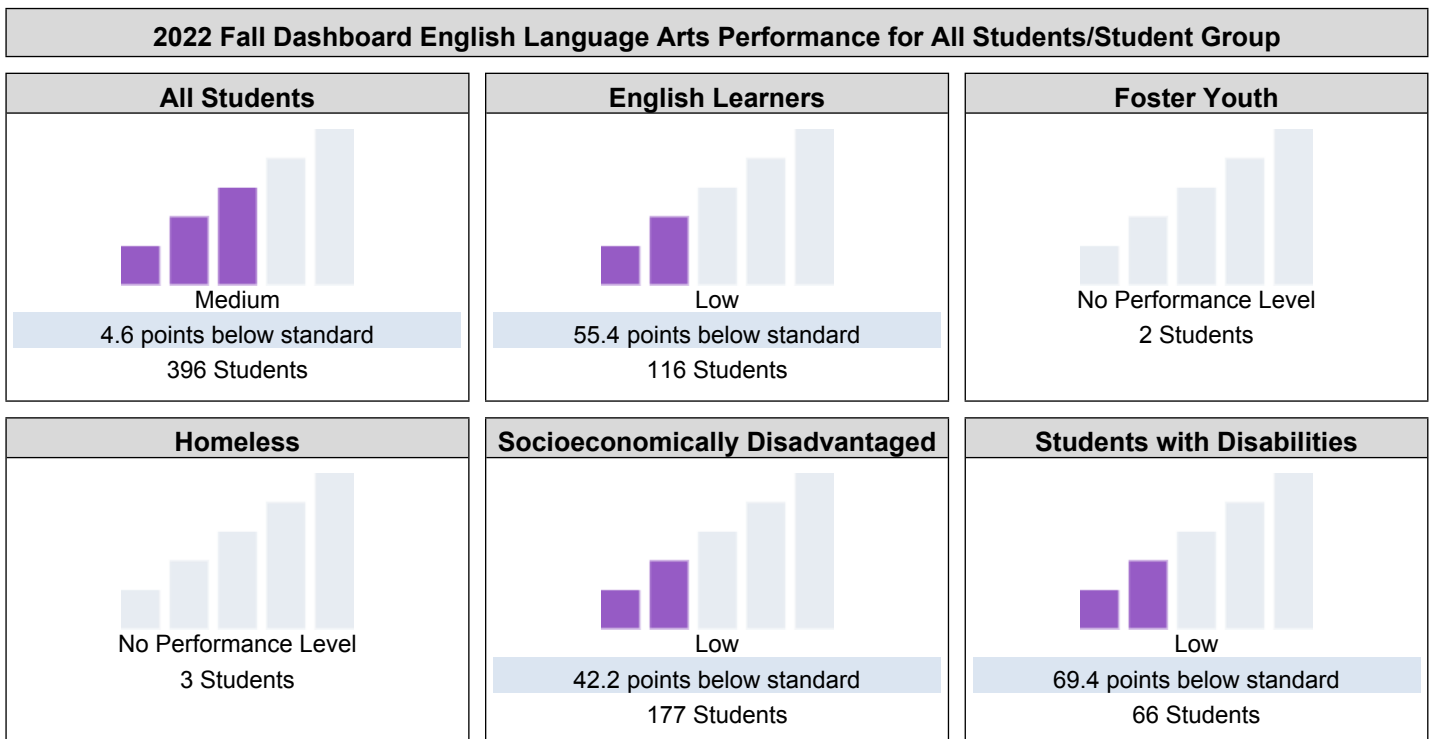
Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



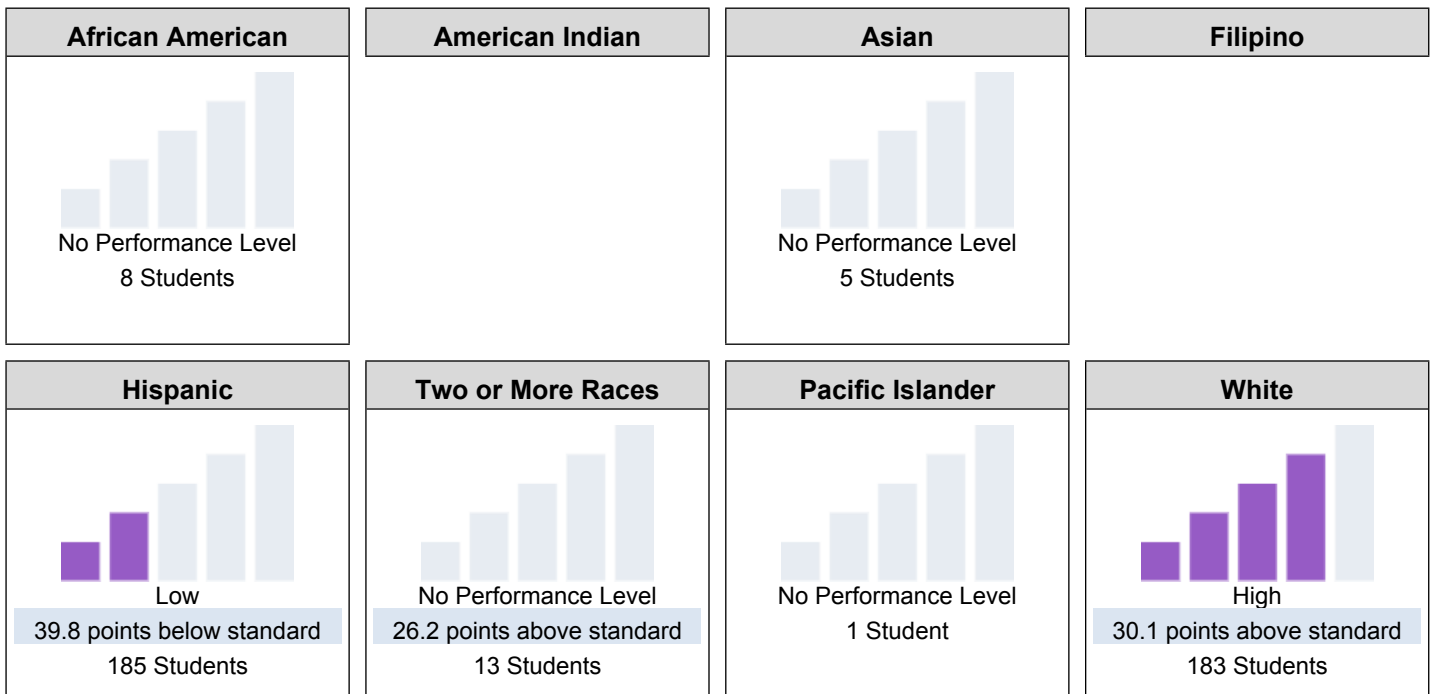
This section provides number of student groups in each level.



This section provides a view of how well students are meeting grade-level standards on the English Language Arts assessment. This measure is based on student performance on either the Smarter Balanced Summative Assessment or the California Alternate Assessment, which is taken annually by students in grades 3–8 and grade 11.



### 2022 Fall Dashboard English Language Arts Performance by Race/Ethnicity



This section provides additional information on distance from standard for current English learners, prior or Reclassified English learners, and English Only students in English Language Arts.

### 2022 Fall Dashboard English Language Arts Data Comparisons for English Learners

Current English Learner	Reclassified English Learners	English Only
77.2 points below standard 54 Students	36.4 points below standard 62 Students	17.1 points above standard 249 Students

**Conclusions based on this data:**

1. Overall, Branciforte students are performing above standard (medium level) and overall scores have slightly increased.
2. There is a significant achievement gap between white students and other student groups in ELA as indicated in the data above.
3. Overall and all student groups either maintain or increased scores with exception of students in the Two or More Races student group.

# School and Student Performance Data

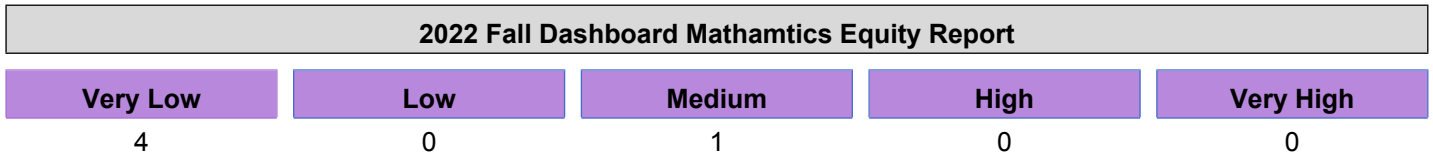
## Academic Performance Mathematics

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

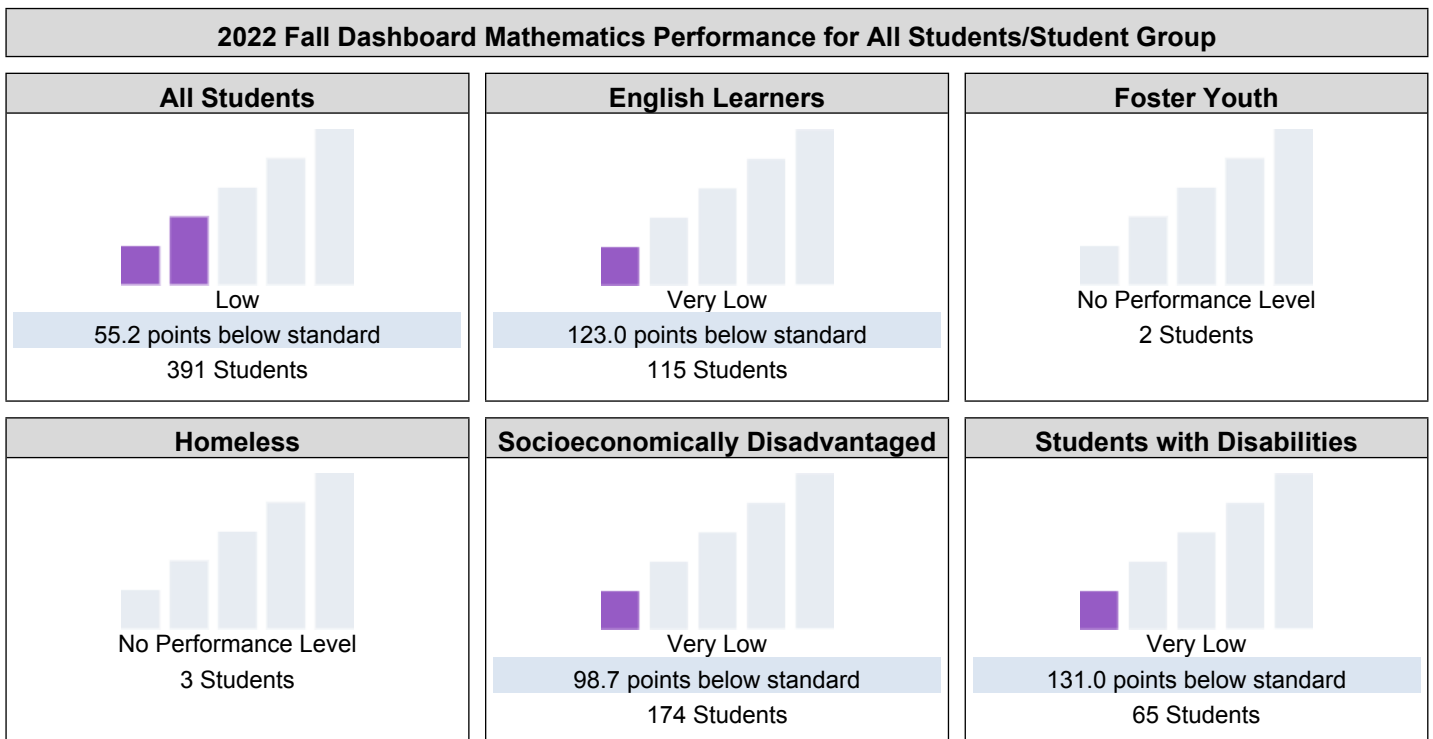
Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



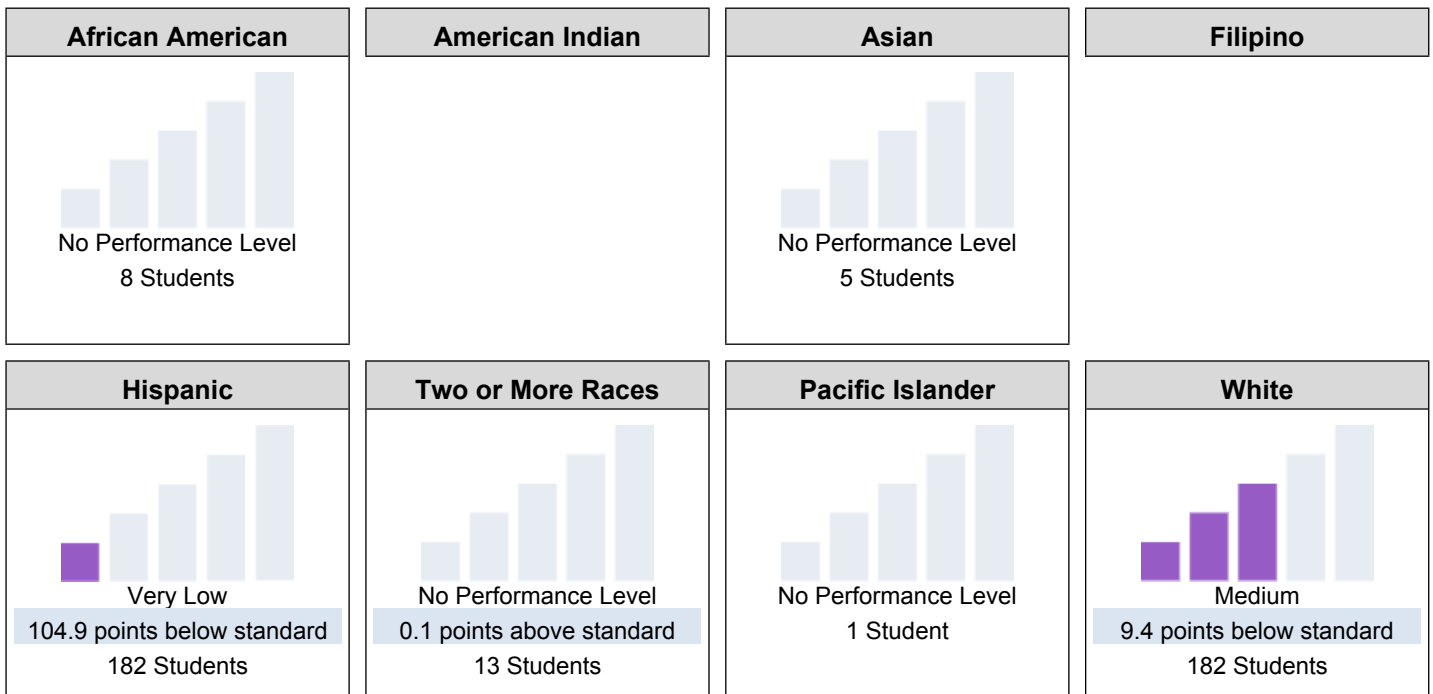
This section provides number of student groups in each level.



This section provides a view of how well students are meeting grade-level standards on the Mathematics assessment. This measure is based on student performance either on the Smarter Balanced Summative Assessment or the California Alternate Assessment, which is taken annually by students in grades 3–8 and grade 11.



## 2022 Fall Dashboard Mathematics Performance by Race/Ethnicity



This section provides additional information on distance from standard for current English learners, prior or Reclassified English learners, and English Only students in mathematics

## 2022 Fall Dashboard Mathematics Data Comparisons for English Learners

Current English Learner	Reclassified English Learners	English Only
<p style="background-color: #e1eef6; padding: 2px;">147.9 points below standard</p> <p>54 Students</p>	<p style="background-color: #e1eef6; padding: 2px;">100.9 points below standard</p> <p>61 Students</p>	<p style="background-color: #e1eef6; padding: 2px;">24.0 points below standard</p> <p>245 Students</p>

### Conclusions based on this data:

1. Overall, Branciforte students scored in the low range in mathematics, and there was a decrease in overall scores.
2. All student groups decreased in their scores with the exception of students in the Students with Disabilities and Asian student groups. Students with Disabilities increased their math scores by 20.4 points and Asian students increased 48.7 points.
3. English Learners, Socioeconomically Disadvantaged students, and Students with Disabilities are our lowest performing student groups in math.

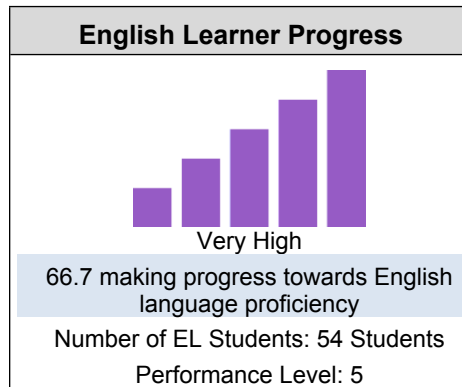
# School and Student Performance Data

## Academic Performance English Learner Progress

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

This section provides information on the percentage of current EL students making progress towards English language proficiency or maintaining the highest level.

### 2022 Fall Dashboard English Learner Progress Indicator



This section provides a view of the percentage of current EL students who progressed at least one ELPI level, maintained ELPI level 4, maintained lower ELPI levels (i.e, levels 1, 2L, 2H, 3L, or 3H), or decreased at least one ELPI Level.

### 2022 Fall Dashboard Student English Language Acquisition Results

Decreased One ELPI Level	Maintained ELPI Level 1, 2L, 2H, 3L, or 3H	Maintained ELPI Level 4	Progressed At Least One ELPI Level
7.4%	25.9%	3.7%	63.0%

#### Conclusions based on this data:

- 77.3% of our English Learners are making adequate progress towards English language proficiency, which is much higher than the state average. We are proud of this data!



# School and Student Performance Data

## Academic Performance College/Career Report

College/Career data provides information on whether high school students are prepared for success after graduation based on measures like graduation rate, performance on state tests, and college credit courses. College/Career data was not reported in 2022.

### Conclusions based on this data:

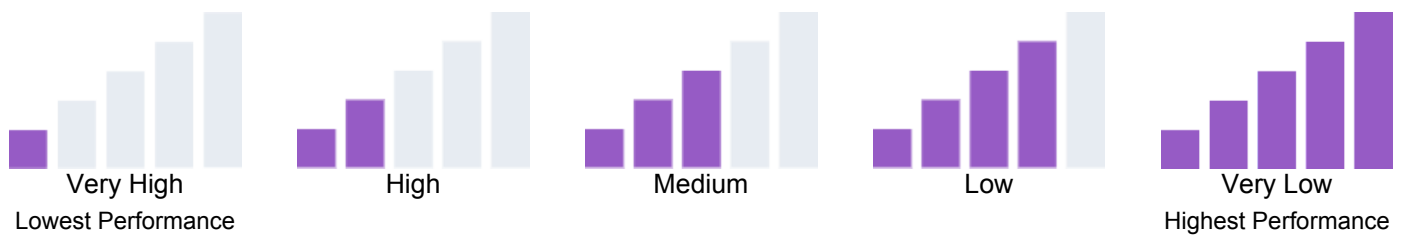
1. No reportable data

# School and Student Performance Data

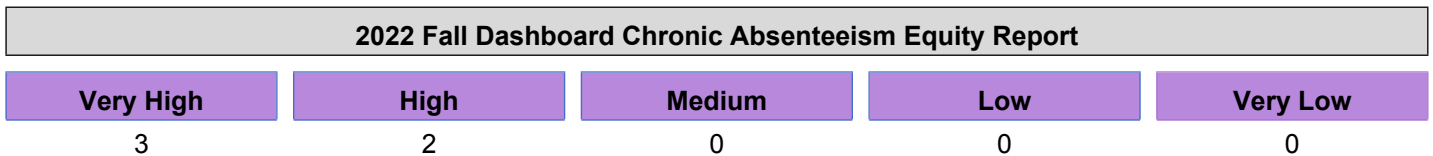
## Academic Engagement Chronic Absenteeism

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

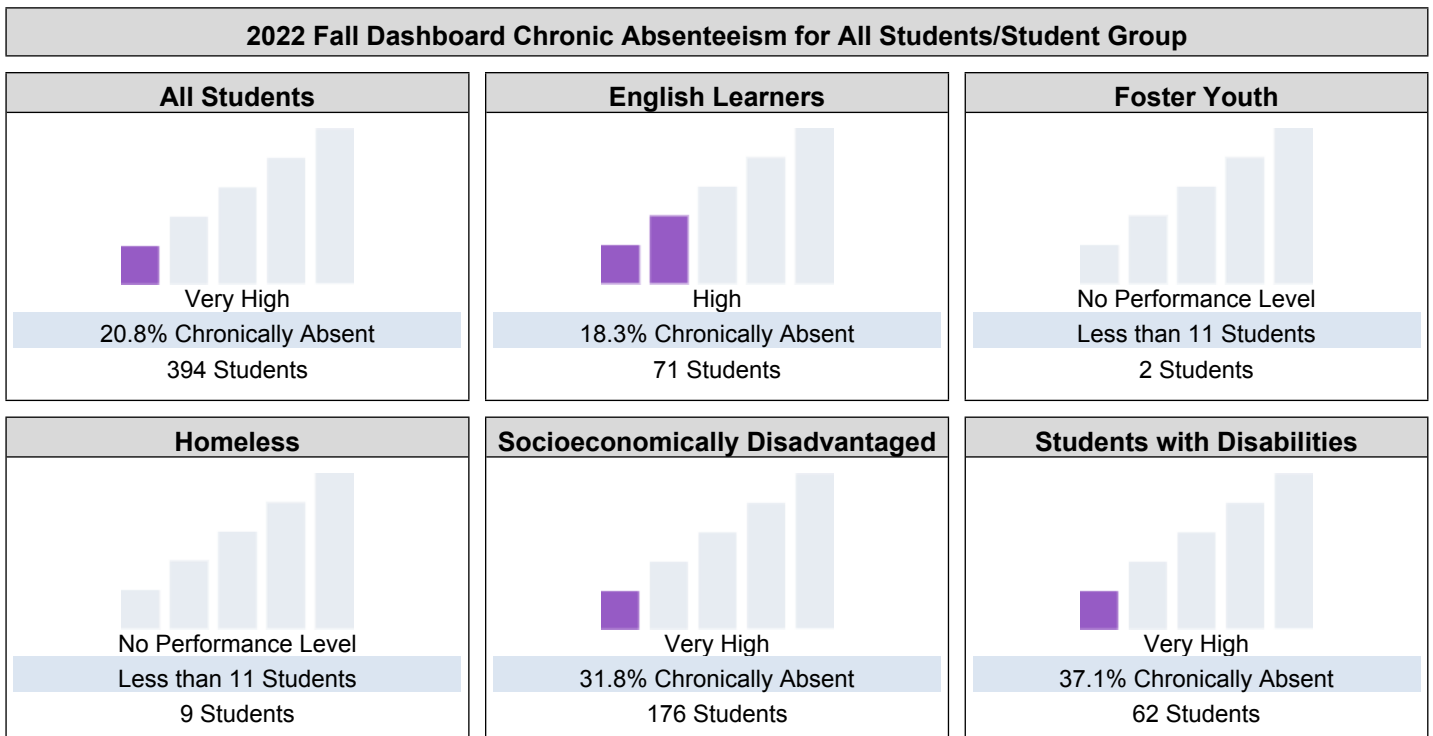
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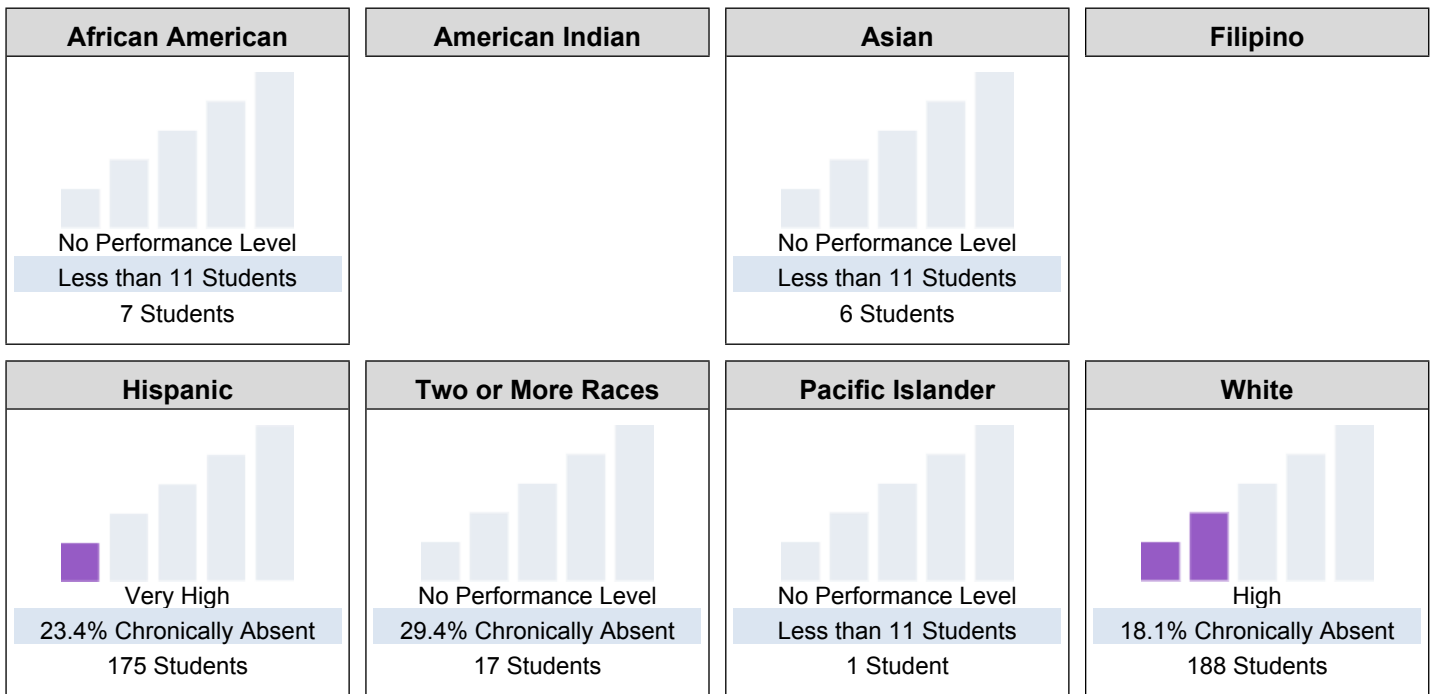
This section provides number of student groups in each level.



This section provides information about the percentage of students in kindergarten through grade 8 who are absent 10 percent or more of the instructional days they were enrolled.



**2022 Fall Dashboard Chronic Absenteeism by Race/Ethnicity**



**Conclusions based on this data:**

1. The number of overall students that are considered chronically absent decreased by 4.4%, putting us in the Green on this indicator.
2. Our Students with Disabilities chronic absenteeism rate decreased by 8.3% and moved this student group into the yellow on the CA Dashboard. 18.3% of this student group is still considered chronically absent and is the student group that has the highest chronically absent rate, which means this is definitely still an area of focus for our school.

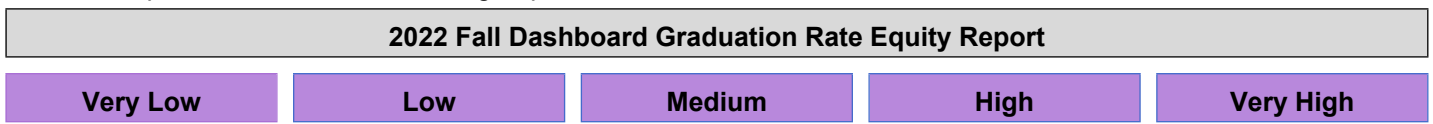
# School and Student Performance Data

## Academic Engagement Graduation Rate

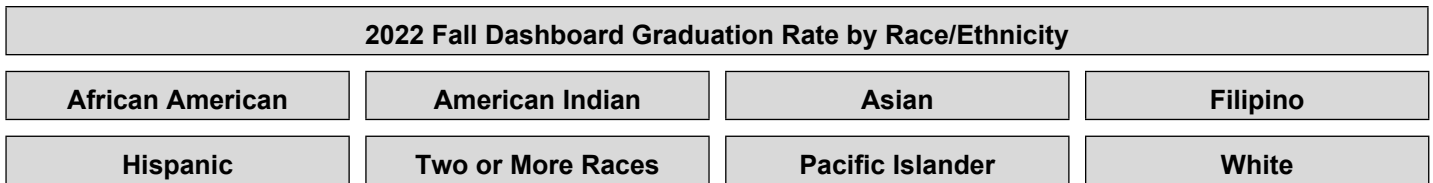
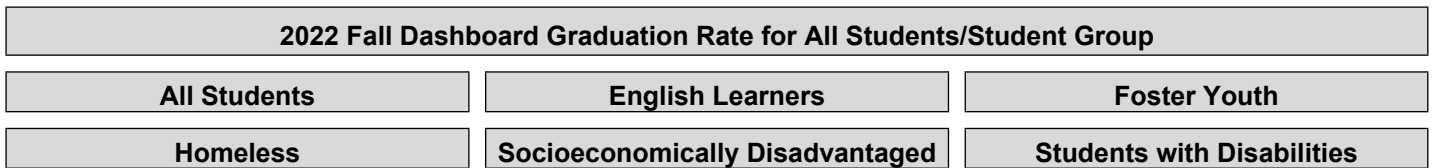
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Very Low                      Low                      Medium                      High                      Very High  
 Lowest Performance                      Highest Performance

This section provides number of student groups in each level.



This section provides information about students completing high school, which includes students who receive a standard high school diploma.



### Conclusions based on this data:

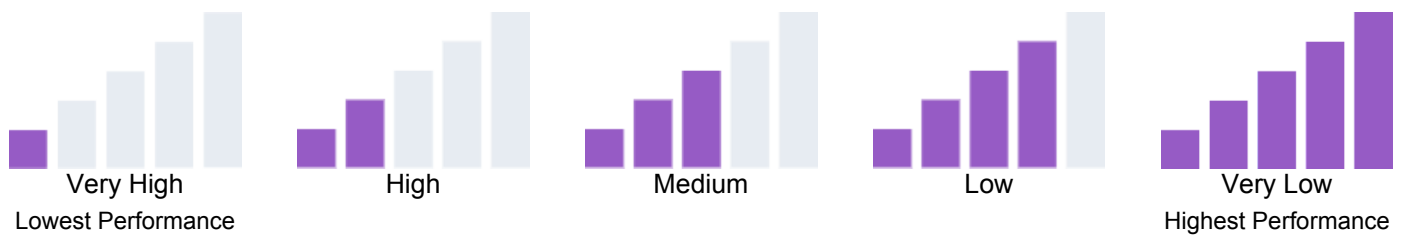
- No reportable data

# School and Student Performance Data

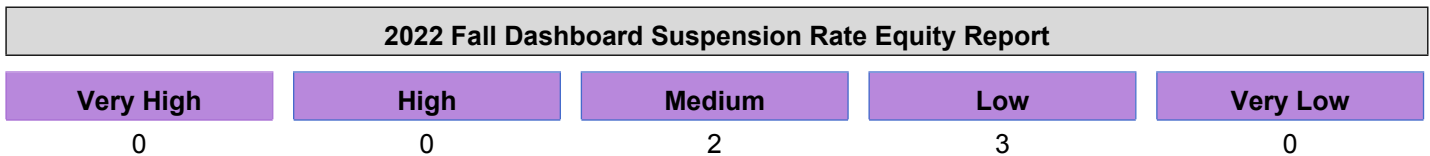
## Conditions & Climate Suspension Rate

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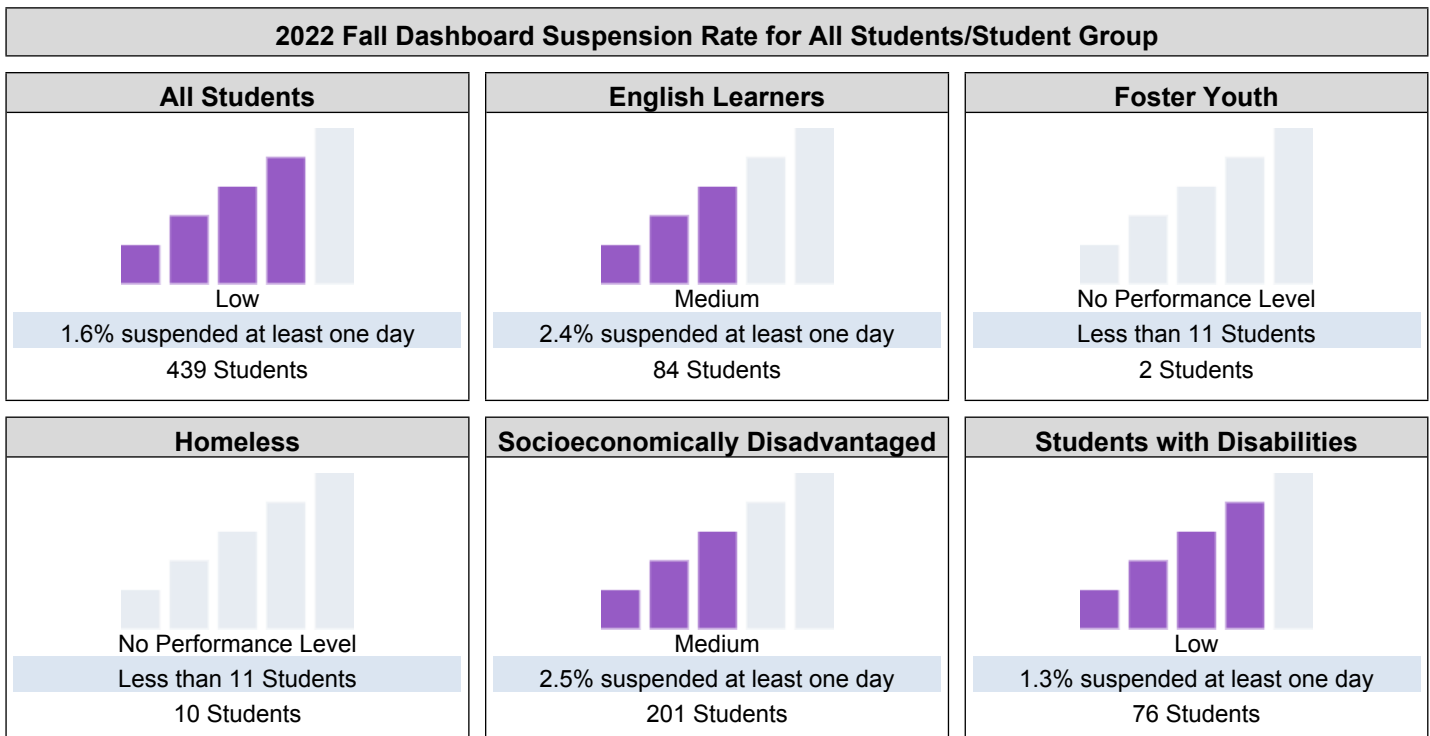
Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



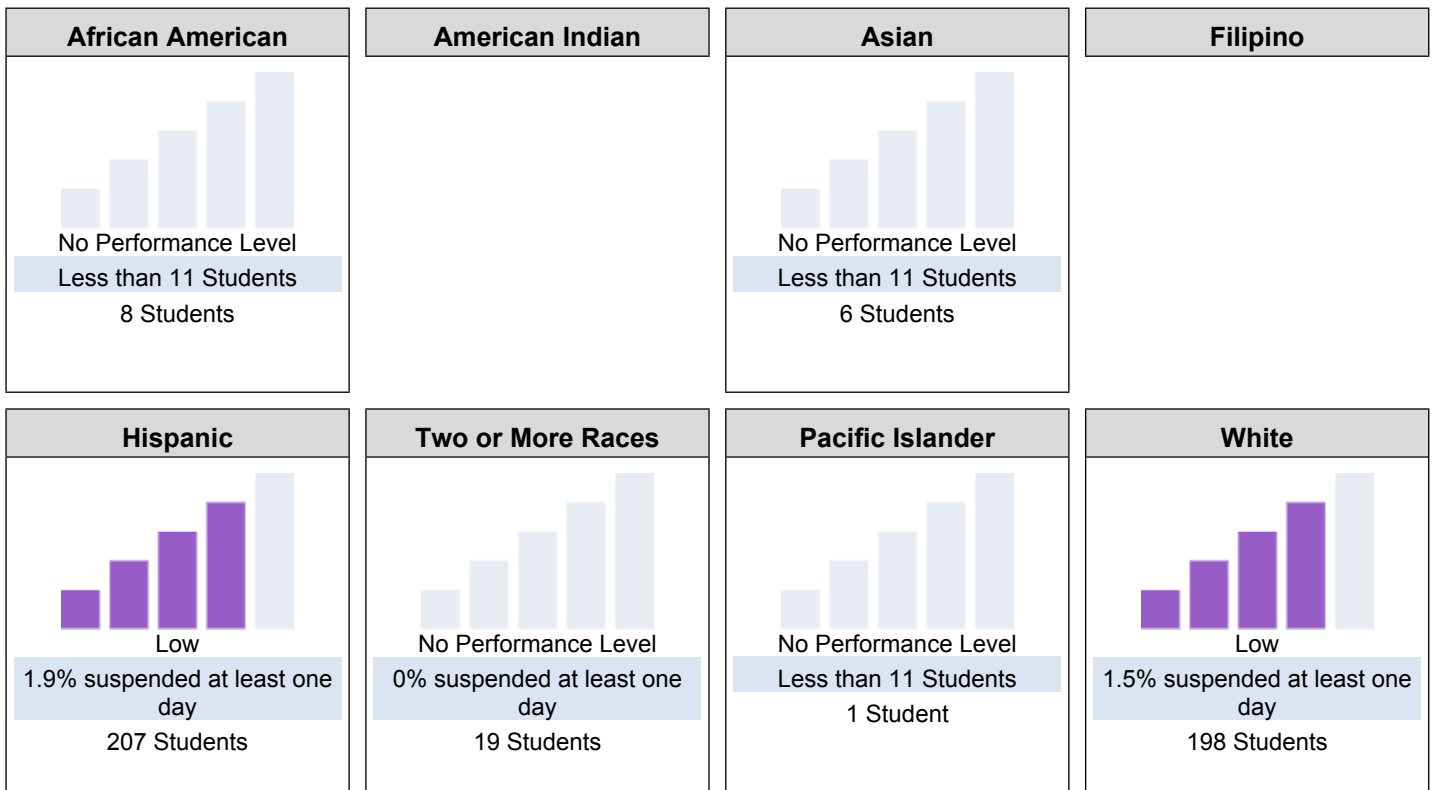
This section provides number of student groups in each level.



This section provides information about the percentage of students in kindergarten through grade 12 who have been suspended at least once in a given school year. Students who are suspended multiple times are only counted once.



**2022 Fall Dashboard Suspension Rate by Race/Ethnicity**



**Conclusions based on this data:**

- All Students (School Placement) and all student groups decreased their suspension rates over the previous year's rating with the exception of English Learners who maintained a consistent rate of being suspended.
- All student groups are scoring in the Green with the exception of English Learners who scored a yellow on the CA Dashboard Suspension indicator.

# Goals, Strategies, & Proposed Expenditures

## Goal 1

### Subject

English Learner Progress & Academic Literacy

### Goal Statement

English Learner Progress: All Ever English Learners (IFEP, RFEP, ELs) will have academic success and social-emotional well being in an asset-based, needs responsive learning community, and will participate fully in our schools and graduate ready for college and career.

Academic Literacy: All students will engage in daily relevant, complex reading, writing, speaking, listening across all content areas so they can build knowledge, engage in collaborative, academic discussions, and support a position with evidence.

### LCAP Goal

Goal #1: All SCCS students will be prepared to successfully access post-secondary college and career opportunities.  
Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

### Basis for this Goal

In analyzing our CA Dashboard data, ELPAC data, and local assessments, we see the need to focus on increasing all of our students' academic literacy. Additionally, a significant number of our students are English Learners (ELs), and we want to ensure that our ELs are making progress and are successful in not only acquiring English language proficiency, but in being academically successful in all content areas.

### Expected Annual Measurable Outcomes

Metric/Indicator	Baseline	Expected Outcome
CAASPP - ELA	In 2018-2019 students scored an average of 15.3 points above standard (High)	The number of students who meet or exceed standard will increase by 5 points on the 2023 CAASPP.
CAASPP - ELA	Socioeconomically Disadvantaged - 24.2 avg points from standard (low)	Increase Socioeconomically Disadvantaged student scores on 2023 ELA CAASPP by 3 points or more, which will result in a positive increase on the CA Dashboard.
CAASPP - ELA	Students with Disabilities -58.2 avg points from standard (low)	Increase Students with Disabilities scores on 2023 ELA CAASPP by 3 points or more, which will result in a positive increase on the CA Dashboard.
CAASPP - ELA	Hispanic -25.9 avg points from standard (low)	Increase Hispanic students scores on 2023 ELA CAASPP by 3 points or more, which will result in a positive increase on the CA Dashboard.
CAASPP - ELA	English Learners -59.8 avg points from standard (low)	Increase English Learner students scores on 2023 ELA CAASPP by 3 points or more, which will result in a

Metric/Indicator	Baseline	Expected Outcome
		positive increase on the CA Dashboard.
Spring 2023 School Wide Write Assessment (SWW)	54% of all students scored "Meeting Standard" or higher on the Spring 2019 School Wide Writing district assessment.	All students will score "Meeting Standard" or higher in Spring 2023 School Wide Write.
Spring 2023 School Wide Write Assessment (SWW)	Average distance from peers on 2019 spring SWW: 18.1% distance between Sp Ed students and their peers and 20.3% difference between ELs and their peers	We will close the achievement gap between Sp Ed students, EL students and their peers on SWW by 10% (to 8.1% for Sp Ed and 10.3% for ELs).
ELPAC	In spring 2019, 77% of English Learners grew at least one level of English Proficiency as demonstrated on the ELPAC.	80% or more of English Learners will grow at least one level of English Proficiency as demonstrated on the spring 2023 ELPAC.

## Planned Strategies/Activities

### Strategy/Activity 1

Strategies Overview: Teachers and school staff will present engaging and California Common Core State Standards based lessons using evidence based strategies to engage all learners in English Language Arts and designated or integrated English Language Development for English Learners. Strong Tier 1 strategies will provide a foundation for the bulk of all learners at Branciforte. For learners who need additional support, Tier 2 and 3 strategies and programs will be employed during and after the regular school day. Staff will engage in on-going professional development to improve teacher efficacy, as well as curriculum and program alignment. Particular focus will be paid to underperforming student groups such as English learners, students with special needs, foster & homeless youth, and Hispanic/Latino students. In 23-24 we will continue to host two Read 180 Reading Intervention classes. However, both will be offered during the school day to increase attendance and access (one was offered during zero period in 22-23). There will be a more significant push to include a higher number of students with IEPs into the Read 180 classes this year.

During 23-24, staff will continue to implement and refine Tier 1 strategies including: teacher clarity/visible learning, scholarly academic discourse strategies, Integrated English Language Development, Social Emotional Learning (SEL), standards based grading, iReady curriculum and assessments in English and Math, goal setting, and other evidence based and creative ways to connect with students and engage them in learning. Additionally, B40 will continue using physical student planners for executive functioning and tracking of learning goals, homework and more. The research based homework policy will be revisited to maintain routinized, rigorous and clear homework expectations. Administration and teacher collective efficacy groups will use classroom walk-throughs and possibly the peer observation process to enhance efficacy and to assess implementation. Staff will continue their work to identify priority standards and common assessments across all content areas which will support common, guaranteed curriculum for all students and also create a platform for collaboration and articulation between our own teachers and staff and also with those at our neighboring SCCS middle school - Mission Hill Middle. All B40 teachers will meet with MHMS content area teams and the SCCS Director of Learning and Assessment twice during the year to do this alignment work.

Two sets of B40 teachers have been to be involved in an Action Research Group at the county level to learn about and implement equitable, standards based grading practices.

Teachers will infuse technology into teaching and learning with innovative and advanced classroom strategies that engage students at a high level, using tech tools or licenses.

B40 teachers will implement a new Professional Development (PD) plan in 23-24 that will allow teachers choice in their PD focus for the year. SCCS and B40 staff will facilitate PD learning teams. The strands are likely to be: Equity Based Grading, Integrated and Designated ELD, PBIS/SEL, and How to be an Anti-Racist Educator.



Funds provided for staff to attend professional conferences, for release time pay, substitutes, guest presenters, consultant fees, and other similar professional development opportunities are provided.

### Students to be Served by this Strategy/Activity

All students and specific student groups listed above

### Timeline

2023-24

### Person(s) Responsible

Administration and Teachers

### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	8,000
<b>Source</b>	Title I
<b>Budget Reference</b>	5800: Professional/Consulting Services And Operating Expenditures
<b>Description</b>	Funds provided to staff for travel and conference fees and reimbursement, consultant fees, supplemental pay for planning/lesson prep and collaboration for Gen Ed teachers, release time subs, and other related PD needs (including paying our own teachers if they need prep time to host or prep for PD) . Continued planning for de-coring at 7th and 8th grade.
<b>Amount</b>	16,388
<b>Source</b>	Title I
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	Funds to pay for AVID class/program - 7/8th grade elective
<b>Amount</b>	750
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	Supplemental pay for teachers to do Language Review Team (LRT) collaboration for Multilingual learner success - EWAs

### Strategy/Activity 2

Provide opportunities for all students to have access to college and career literacy skills. Purchase of common binders and supplies for underrepresented student groups.

### Students to be Served by this Strategy/Activity

All students, socio-economically disadvantaged

### Timeline

2023-24

### Person(s) Responsible

Principal

### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	2,000
<b>Source</b>	Title I
<b>Budget Reference</b>	4000-4999: Books And Supplies
<b>Description</b>	Purchase of common binders and supplies for students in need.

### Strategy/Activity 3

Implement Silent Sustained Reading (SSR) now called "Hive Time" for all students and provide multiple Tier 2 and 3 strategies for students who need it utilizing this time in the schedule. Purchase Lexile leveled books, other high interest lower readability novels as needed, replace worn texts and add culturally relevant novel sets and bilingual materials for newcomer students.

### Students to be Served by this Strategy/Activity

All students

### Timeline

2023-24

### Person(s) Responsible

Staff and Admin

### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	4,500
<b>Source</b>	Lottery: Instructional Materials
<b>Budget Reference</b>	4000-4999: Books And Supplies
<b>Description</b>	Literature novels for Core and English classes
<b>Amount</b>	7,000
<b>Source</b>	Lottery: Instructional Materials
<b>Budget Reference</b>	4000-4999: Books And Supplies
<b>Description</b>	Curriculum programs - Flocabulary, Scholastic and other curricular supplemental materials and software
<b>Amount</b>	2,500
<b>Source</b>	Lottery: Instructional Materials
<b>Budget Reference</b>	4000-4999: Books And Supplies

**Description**

Textbooks (online and/or physical) in Spanish for our newcomer students and some multilingual learners that can benefit. Upgrade novel sets and other related materials to be more current and culturally relevant to our student population (move towards being a "Project Lit" and "Own Voices" school.

**Strategy/Activity 4**

Provide after school support for homework completion, intervention support, and enrichment. Two after school program paraprofessionals - support at-risk students. one full time and one part time bilingual para educator to support newcomer students in their general education and ELD classes

**Students to be Served by this Strategy/Activity**

All students and newcomer students

**Timeline**

2023-24

**Person(s) Responsible**

Administration

**Proposed Expenditures for this Strategy/Activity**

<b>Amount</b>	35,206
<b>Source</b>	District Funded
<b>Budget Reference</b>	2000-2999: Classified Personnel Salaries
<b>Description</b>	AAA - afterschool program - 2 paraprofessionals
<b>Amount</b>	17,238
<b>Source</b>	ESSER
<b>Budget Reference</b>	2000-2999: Classified Personnel Salaries
<b>Description</b>	During school day - 1 Bilingual para-professional to support Newcomer program @ 3.75 hrs
<b>Amount</b>	17,238
<b>Source</b>	ESSER
<b>Budget Reference</b>	2000-2999: Classified Personnel Salaries
<b>Description</b>	During school day - 1 Bilingual para-professional to support Newcomer program and ELs in Gen Ed @ 3.75 hours

**Strategy/Activity 5**

Encourage parent engagement and involvement to support student learning. Funds for:

- A bilingual Community Coordinator
- Supplies, food, Childcare for Parent Ed Nights, ELAC, SSC, etc.
- EWA for extra hourly for Community Coordinator to do translations or extra hours to support school at evening events, etc.

## Students to be Served by this Strategy/Activity

All students and specifically underrepresented students

## Timeline

2023-24

## Person(s) Responsible

Assistant Principal & School Community Coordinator

## Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	27,179
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	2000-2999: Classified Personnel Salaries
<b>Description</b>	Community Coordinator - 40%
<b>Amount</b>	500
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	4000-4999: Books And Supplies
<b>Description</b>	Supplies, food - Parent Ed nights
<b>Amount</b>	40,769
<b>Source</b>	District Funded
<b>Budget Reference</b>	2000-2999: Classified Personnel Salaries
<b>Description</b>	Community Coordinator - 60%
<b>Amount</b>	500
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	2000-2999: Classified Personnel Salaries
<b>Description</b>	Childcare - Parent Ed nights
<b>Amount</b>	2,500
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	2000-2999: Classified Personnel Salaries
<b>Description</b>	EWA for extra hourly for Parent Coordinator - evening translation and parent contacts

## Strategy/Activity 6

Provide various additional courses such as visual arts to enhance access for underrepresented students, to lower class sizes, to support newcomers to the US & to enhance college and career readiness

## Students to be Served by this Strategy/Activity

English Learners/newcomers, all students

## Timeline

2023-24

## Person(s) Responsible

Administration, teachers, support staff such as Rtl, counseling, and administration

## Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	21,000
<b>Source</b>	District Funded
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	CTE - Digital Media Elective - 7/8th grade
<b>Amount</b>	21,000
<b>Source</b>	District Funded
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	CTE - STEM/Building and Fabrication Elective - 7/8th grade
<b>Amount</b>	38,400
<b>Source</b>	District Funded
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	Read 180 Reading Intervention Program - 2 class sections
<b>Amount</b>	38,000
<b>Source</b>	District Funded
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	Prop 28 - Two Art Sections (2D Art - 7/8th grade and 3D Art/Ceramics - 7/8th grade)
<b>Amount</b>	36,000
<b>Source</b>	District Funded
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	2 Band Classes through VAPA/Measure U funds
<b>Amount</b>	19,000
<b>Source</b>	District Funded
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries

<b>Description</b>	English Learner/Newcomer Class Teacher - one section
<b>Amount</b>	19,000
<b>Source</b>	ESSER
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	AVID 6 teacher - one section
<b>Amount</b>	19,000
<b>Source</b>	Parcel Tax
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	Art 6 class through VAPA/Measure U funds

### Strategy/Activity 7

Create 21st century, engaging learning opportunities using technological tools

- New or replacement technology including chromebooks, laptops, ipads, printer, licenses, cartridges, and other related tech tools

### Students to be Served by this Strategy/Activity

All students

### Timeline

2023-24

### Person(s) Responsible

Administration, IT Specialist, Principal's Secretary, Teacher Librarian

### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	5,000
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	4000-4999: Books And Supplies
<b>Description</b>	New or replacement technology including chromebooks, laptops, ipads, printer, licenses, cartridges, carts, and other related tech tools and software program licenses

### Strategy/Activity 8

Implementation of Social Emotional Learning (SEL) Curriculum and activities and Universal Design for Learning (UDL) . (SUMS MTSS Grant \$5,000). 2nd Step SEL curriculum and other resources.

### Students to be Served by this Strategy/Activity

All students, at-risk students (socio-emotionally and/or behaviorally)

### Timeline

2023-24

**Person(s) Responsible**

All staff

**Proposed Expenditures for this Strategy/Activity**

<b>Amount</b>	5,000
<b>Source</b>	District Funded
<b>Budget Reference</b>	4000-4999: Books And Supplies
<b>Description</b>	(SUMS MTSS Grant \$5,000). 2nd Step Social & Emotional Learning (SEL) curriculum, SEL PD or supplemental programs, Wellness Center Supplies, and other related needs to support SEL

# Goals, Strategies, & Proposed Expenditures

## Goal 2

### Subject

Mathematics and Tiered Support

### Goal Statement

All students will develop conceptual understanding, procedural skills and fluency that they will apply to make sense of mathematical problems and persevere in solving them.

### LCAP Goal

Goal #1: All SCCS students will be prepared to successfully access post-secondary college and career opportunities.  
Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

### Basis for this Goal

CA Dashboard CAASPP data indicates mathematics needs to be a focus at Branciforte Middle.

### Expected Annual Measurable Outcomes

Metric/Indicator	Baseline	Expected Outcome
CAASPP - Math	In 2018-2019 all students scored an average of -33 points from standard.	The percent of students who meet or exceed standard will increase by 5% on the 2023 CAASPP
CAASPP - Math	Socioeconomically Disadvantaged students scored -82.2 avg points from meeting standard in 2018-19 (low)	Increase Socioeconomically Disadvantaged student scores on math 2023 CAASPP by 3 points or more which will result in a positive increase on the CA Dashboard.
CAASPP - Math	Hispanic students scored -87 avg points from meeting standard in 2018-19 (low)	Increase Hispanic students scores on math 2023 CAASPP by 3 points or more which will result in a positive increase on the CA Dashboard.
CAASPP - Math	Students with disabilities scored -112.3 avg points from meeting standard in 2018-19 (VERY low)	Increase Students with Disabilities scores on math 2023 CAASPP by 3 points or more which will result in a positive increase on the CA Dashboard.
CAASPP - Math	English Learners scored -123.4 avg points from meeting standard in 2018-19 (very low)	Increase English Learner student scores on math 2023 CAASPP by 3 points or more which will result in a positive increase on the CA Dashboard.

### Planned Strategies/Activities



## Strategy/Activity 1

Strategies Overview: Teachers and school staff will present engaging California Common Core State Standards based lessons using evidence based strategies to engage all learners in mathematics. Strong Tier 1 strategies will provide a foundation for the bulk of all learners at B40MS. For learners who need additional support, Tier 2 and 3 strategies and programs will be employed before, during, and after the regular school day. Staff will engage in on-going professional development to improve teacher efficacy and curriculum and program alignment. Particular focus will be paid to under performing student groups such as English learners and students with special needs, foster or homeless youth, and students of low socio-economic status. In 2023-24 B40 will implement a new bell schedule. This bell schedule will give math teachers time for one additional full lesson per week and will increase our SSR intervention time by 42%.

This year the name of our intervention period (Silent Sustained Reading or SSR) will be changed to "Hive Time" and students will have clear options for activities such as SSR, iReady math and reading, mental health or self help podcasts, TedTalks and the like. A choice board will be created for students to choose their activity. Note: there may be some required time for iReady and of course for math or Spanish tutoring and intervention).

During 23-24, staff will continue to implement and refine Tier 1 strategies including: teacher clarity/visible learning, scholarly academic discourse strategies, integrated ELD, Social Emotional Learning (SEL), standards based grading, iReady curriculum and assessments, goal setting, and other evidence based and creative ways to connect with students and engage them in learning. Additionally, B40 will continue to use physical student planners for executive functioning and tracking of learning goals, homework and more. Our homework policy will be revisited to ensure more routinized, rigorous and clear homework expectations. Administration and teacher collective efficacy groups will use classroom walk-throughs and possibly the peer observation process to enhance efficacy and to assess implementation. Staff will continue their work to identify priority standards and common assessments across all content areas which will support common, guaranteed curriculum for all students and also create platform for collaboration and articulation between our own teachers and staff and also with those at our neighboring SCCS middle school - Mission Hill Middle. All B40 teachers will meet with MHMS content area teams and the SCCS Director of Learning and Assessment twice during the year to do this alignment work.

All teachers will be able to implement College Preparatory Mathematics (CPM) curriculum. iReady math programming will continue to be a large part of our intervention and homework programming in math. Math teachers will implement cutting edge, research based, collaborative group activities that support scholarly academic discourse and other Integrated ELD for all students.

- PLC time, professional conferences, and coaching will be provided to teachers to support implementation of CPM curriculum and Silicon Valley Math Initiative (SVMI) and Monterey Bay Area Mathematics Project (MBAMP) strategies to implement Math Mindset and Goal Setting in the classroom. Math teachers will expand their Course 1 Pilot of Inspiring Connections - an updated CPM curriculum - to all Course 1 and Course 2 classes this year.
- Teachers will infuse technology into teaching and learning with innovative and advanced classroom strategies that engage students at a high level, using tech tools or licenses.

Funds provided for staff to attend professional conferences, for release time pay, substitutes, guest presenters, consultant fees, and other similar professional development opportunities are provided.

### Students to be Served by this Strategy/Activity

All students and specific student groups listed above

### Timeline

2023-24

### Person(s) Responsible

Administration, Math Teachers, Rtl Coordinator

## Proposed Expenditures for this Strategy/Activity

### Strategy/Activity 2

Rtl coach to support universal & benchmark assessments, identification of students for intervention and coordination and support of intervention strategies.

### Students to be Served by this Strategy/Activity

All students, under performing students

### Timeline

2023-24

### Person(s) Responsible

Administration

## Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	117,095
<b>Source</b>	District Funded
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	Rtl Coordinator

### Strategy/Activity 3

Add Zero Period Math+ for intensive Tier 3 Intervention in Mathematics  
Add bilingual counselor to support newcomers and all students  
Additional Tier 2 and 3 interventions such as drop in tutorial after school, SSR interventions such as peer tutoring and reading intervention.

### Students to be Served by this Strategy/Activity

All students, under performing students

### Timeline

2023-24

### Person(s) Responsible

Administration, Rtl Coord., teachers

## Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	32,500
<b>Source</b>	ESSER
<b>Budget Reference</b>	2000-2999: Classified Personnel Salaries
<b>Description</b>	Academic Intervention Para-educator with focus on math classes - 6 hrs daily

<b>Amount</b>	21,468
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	Zero Period Math+ Intervention class
<b>Amount</b>	42,000
<b>Source</b>	ESSER
<b>Budget Reference</b>	2000-2999: Classified Personnel Salaries
<b>Description</b>	Lower Class Size - two sections - Math Course 1 and Course 2
<b>Amount</b>	10,000
<b>Source</b>	ESSER
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	Open library from 3-5pm after school for drop in for homework, reading, access to reference materials, printer, chromebooks. EWA/hourly pay for staff
<b>Amount</b>	2,416
<b>Source</b>	ESSER
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	Peer Tutoring Coordinator - stipend
<b>Amount</b>	9,552
<b>Source</b>	Title I
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	EWR - supervision and prep for SSR interventions (90 min/week x 3 people x 42 weeks) +\$1,000 statutories

# Goals, Strategies, & Proposed Expenditures

## Goal 3

### Subject

Social Emotional Learning & School Connectedness

### Goal Statement

All students will feel connected to the school and feel supported in their personal and academic growth. They will learn about and show growth in Social Emotional Learning (SEL) competencies of self-awareness, self-management, social awareness, relationship skills and responsible decision making.

### LCAP Goal

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

### Basis for this Goal

Branciforte MS chronic absenteeism and suspension data along with Social and Emotional Health Survey data indicate a focus on social emotional supports and learning for students is a need. Teachers also report that this is a needed focus based on their classroom observations and as indicated in the MTSS self assessment rubric used by SCCS schools.

### Expected Annual Measurable Outcomes

Metric/Indicator	Baseline	Expected Outcome
Social Emotional Health Survey (SEHS)	On the Social and Emotional Health Survey (SEHS) in fall 2021 10% of students stated that they were either very dissatisfied or dissatisfied with their school experience (state average is 17%).	In fall 2023, 10% of students will state on the SEHS that they were either very dissatisfied or dissatisfied with their school experience (a 7% decrease)
Social Emotional Health Survey (SEHS)	On the Social and Emotional Health Survey (SEHS) in fall 2021 56% of students stated that they are either satisfied or very satisfied with their school experience (41% is state average).	In fall 2023, 62% of students will state on the SEHS that they were either satisfied or very satisfied with their school experience (a 3% increase).
Chronic Absenteeism Data	All Students (School Placement) - 8.6% (high) according to the 2018-19 data on the most recent CA Dashboard.	Decrease chronic absenteeism by .5% on the 2023 CA Dashboard.
Chronic Absenteeism Data	English Learners - 6.3% (high) according to the 2018-19 data on the most recent CA Dashboard.	Decrease chronic absenteeism by .5% on the 2023 CA Dashboard.
Chronic Absenteeism Data	Socioeconomically Disadvantaged - 10.6% (medium) according to the 2018-19 data on the most recent CA Dashboard.	Decrease chronic absenteeism by 1% on the 2023 CA Dashboard.

Metric/Indicator	Baseline	Expected Outcome
Chronic Absenteeism Data	Hispanic - 7.6% (high) according to the 2018-19 data on the most recent CA Dashboard.	Decrease chronic absenteeism by .5% on the 2023 CA Dashboard.
Chronic Absenteeism Data	White - 9% (high) according to the 2018-19 data on the most recent CA Dashboard.	Decrease chronic absenteeism by .5% on the 2023 CA Dashboard.
Chronic Absenteeism Data	Students with Disabilities - 18.3% (medium) according to the 2018-19 data on the most recent CA Dashboard.	Decrease chronic absenteeism to less than 10% on the 2023 CA Dashboard.
Suspension Data	All students - 3.3% (high) according to the 2018-19 data on the most recent CA Dashboard.	Decrease student group suspension rates by 50% on the 2023 CA Dashboard.
Suspension Data	Socioeconomically Disadvantaged - 4.1% (high) according to the 2018-19 data on the most recent CA Dashboard.	Decrease student group suspension rates by 50% on the 2023 CA Dashboard.
Suspension Data	Students with Disabilities - 6.8% (high) according to the 2018-19 data on the most recent CA Dashboard.	Decrease student group suspension rates by 50% on the 2023 CA Dashboard.
Suspension Data	Hispanic - 2.8% (high) according to the 2018-19 data on the most recent CA Dashboard.	Decrease student group suspension rates by 50% on the 2023 CA Dashboard.
Suspension Data	White - 3.4% (high) according to the 2018-19 data on the most recent CA Dashboard.	Decrease student group suspension rates by 50% on the 2023 CA Dashboard.
Social Emotional Health Survey (SEHS)	On the Social Emotional Health Survey (SEHS) in fall 2021 48% of students stated that they felt they belonged to a community (like a social group, school, neighborhood, etc) every day or almost every day.	In fall 2023, 60% of students will state on the SEHS that they feel they belong to a community (like a social group, school, neighborhood, etc) every day or almost every day (a 3.5% increase)

## Planned Strategies/Activities

### Strategy/Activity 1

Strategies Overview: Teachers and staff will continue to learn and improve our knowledge and skills in areas such as Trauma Informed Schools, Positive Behavior Interventions and Support (PBIS), and in Social Emotional Learning (SEL). In fall 2023 staff will continue to utilize student planners and a renewed and increased focus on PBIS strategies to increase positive and decrease negative student behaviors. The school will provide ongoing professional development for veteran and new teachers in these areas. Additional support staff such as a second counselor, a mental health specialist counselor, a social worker, a social worker intern, and a community coordinator are added to our team and they all support our school connectedness goals. The school will track data such as qualitative data from the student Social Emotional Health Survey, CA Dashboard chronic absenteeism, and suspension rates. Student behavior data and positive rewards (for Golden Tickets) will be tracked and shared with staff through “Gustavo’s Corner” weekly in the staff communique.

School administration will work with school staff including but not limited to our Student Support Team (Admin, counselors, therapist, Social Worker, and Rtl Coordinator) to explore enhancement of drug and alcohol education for all students and parents. In addition, admin will work with staff to develop a system for more parent involvement and presence on campus.

When funding is available, additional staff will be paid to enhance adult supervision and support intervention programs such as AAA on campus before, during, and after school - also to improve school safety.

Teachers will deliver SEL lessons through all content areas at all three grade levels from evidence based Second Step SEL curriculum. AVID and similar classes and programs will implement engaging activities such as field trips, guest speakers, etc.

Administration will continue to implement a zero period PE class for English Learners and students with special needs to ensure they can access elective classes

Counseling staff will supplement the SEL curriculum by implementing mindfulness lessons and theme weeks such as anti-bullying week, suicide prevention awareness, college week, etc., and develop small group counseling for students in need of support around areas such as social isolation, organization/executive functioning, bullying issues, anger management, and identity issues. Counseling staff will also explore the development of more options to choose from during "Hive Time" such as mindfulness apps, podcasts, TedTalks or the like.

Because athletics are a big part of middle school for many students, the school staff and Athletic Director will work to ensure we can host a second team in sports, when possible, where the demand is high to avoid making "cuts" for teams. It is noted that the league dynamics and funding are variables and present some limitations to this.

Teachers and staff will implement a WEB (Welcome Everybody) day to introduce all and at risk incoming 6th (and new 7th and 8th) graders the day before school starts.

School administration and staff will work to both enhance our current counseling area in the main office and to ensure improved counseling space is made when our Bond remodel is done.

### Students to be Served by this Strategy/Activity

All students and students at risk

### Timeline

2023-24

### Person(s) Responsible

All Staff

### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	24,655
<b>Source</b>	LCFF
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	Zero period PE teacher so that ELs and students with IEPs can access support classes and/or electives
<b>Amount</b>	2,000
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	Stipends for WEB leaders - Ease transition for new students

<b>Amount</b>	138,068
<b>Source</b>	ESSER
<b>Budget Reference</b>	2000-2999: Classified Personnel Salaries
<b>Description</b>	Licensed Marriage and Family Counselor for more in depth counseling and therapy needs for students
<b>Amount</b>	500
<b>Source</b>	Title I
<b>Budget Reference</b>	5000-5999: Services And Other Operating Expenditures
<b>Description</b>	Field Trip fees for AVID, ELD, & Global Citizen students. Transportation fees, entrance fees, mileage reimbursement for staff, lunch for kids

### Strategy/Activity 2

Design and implement school connectedness activities.

Add a .2 FTE to implement multiple school connectedness strategies so that all students, particularly students from historically marginalized groups, engage and connect to school enhancing their overall school experience (.2 split between two teachers)

#### Students to be Served by this Strategy/Activity

All students, at-risk students

#### Timeline

2023-24

#### Person(s) Responsible

All Staff

#### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	23,886
<b>Source</b>	District Funded
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	.20 FTE to implement multiple school connectedness strategies - on campus activities, field trips, clubs, lunchtime sports and Brain Battles and more

### Strategy/Activity 3

Counselors, school psychologist, social workers and administration work on developing Tier 1, 2, & 3 practices and systems including bi-monthly meetings to strategize and execute chronic absenteeism interventions and caseloads. Explore other evidence based and creative ways to connect with students and engage them in learning.

#### Students to be Served by this Strategy/Activity

All students, at-risk students, students with disabilities, foster and homeless students, Hispanic/Latino students and English Learners

## Timeline

2023-24

## Person(s) Responsible

Principal, AP, Counselors, & Rtl Coordinator

## Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	21,518
<b>Source</b>	District Funded
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	.2 FTE additional counselor to support social-emotional needs - Measure U Parcel Tax funding
<b>Amount</b>	21,518
<b>Source</b>	District Funded
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	.2 FTE additional counselor to support social-emotional needs
<b>Amount</b>	5,000
<b>Source</b>	District Funded
<b>Budget Reference</b>	2000-2999: Classified Personnel Salaries
<b>Description</b>	Social Work Intern fees

## Strategy/Activity 4

Increase opportunities for non-certificated staff to be more involved in school activities and to receive more professional development in their work roles.

- Release time sub pay, coursework, and conferences for classified and other non-certificated staff.

## Students to be Served by this Strategy/Activity

All students, at-risk students, students with disabilities, foster and homeless students, Hispanic/Latino students and English Learners

## Timeline

2023-24

## Person(s) Responsible

Principal & Classified Staff

## Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	500
<b>Source</b>	Title I



<b>Budget Reference</b>	2000-2999: Classified Personnel Salaries
<b>Description</b>	Increase opportunities for non-certificated staff, PD or sub pay

### Strategy/Activity 5

Provide incentives for students to follow school wide (PBIS) behavioral expectations and provide parent education opportunities

#### Students to be Served by this Strategy/Activity

All students, at-risk students, students with disabilities, foster and homeless students, Hispanic/Latino students and English Learners

#### Timeline

2023-24

#### Person(s) Responsible

administration and support staff such as counselors, Rtl Coord.

#### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	5,750
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	2000-2999: Classified Personnel Salaries
<b>Description</b>	EWR extra hours for school safety supervision and student/parent recruitment within and outside of, before and after school, intervention programs
<b>Amount</b>	1,000
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	4000-4999: Books And Supplies
<b>Description</b>	Incentives for honor roll and school wide expectations and for peer tutoring programs
<b>Amount</b>	500
<b>Source</b>	Title I
<b>Budget Reference</b>	5800: Professional/Consulting Services And Operating Expenditures
<b>Description</b>	Parent education - Promote development of social emotional well being including how to support your students' academic needs, sexual health education for parents of at risk students via ELAC or via other parent education opportunities.

# Goals, Strategies, & Proposed Expenditures

## Goal 4

### Subject

### Goal Statement

### LCAP Goal

### Basis for this Goal

### Expected Annual Measurable Outcomes

Metric/Indicator

Baseline

Expected Outcome

### Planned Strategies/Activities

#### Strategy/Activity 1

Students to be Served by this Strategy/Activity

Timeline

Person(s) Responsible

Proposed Expenditures for this Strategy/Activity

# Goals, Strategies, & Proposed Expenditures

## Goal 5

### Subject

### Goal Statement

### LCAP Goal

### Basis for this Goal

### Expected Annual Measurable Outcomes

Metric/Indicator

Baseline

Expected Outcome

### Planned Strategies/Activities

#### Strategy/Activity 1

Students to be Served by this Strategy/Activity

Timeline

Person(s) Responsible

Proposed Expenditures for this Strategy/Activity

# Annual Review and Update

SPSA Year Reviewed: 2022-23

## Goal 1

English Learner Progress: All Ever English Learners (IFEP, RFEP, ELs) will have academic success and social-emotional well being in an asset-based, needs responsive learning community, and will participate fully in our schools and graduate ready for college and career.

Academic Literacy: All students will engage in daily relevant, complex reading, writing, speaking, listening across all content areas so they can build knowledge, engage in collaborative, academic discussions, and support a position with evidence.

## Annual Measurable Outcomes

Metric/Indicator	Expected Outcomes	Actual Outcomes
CAASPP - ELA	The number of students who meet or exceed standard will increase by 5% on the 2023 CAASPP.	Not yet available.
CAASPP - ELA	Increase Socioeconomically Disadvantaged student scores on 2023 ELA CAASPP by 3 points or more, which will result in a positive increase on the CA Dashboard.	Not yet available.
CAASPP - ELA	Increase Students with Disabilities scores on 2023 ELA CAASPP by 3 points or more, which will result in a positive increase on the CA Dashboard.	Not yet available.
CAASPP - ELA	Increase Hispanic students scores on 2023 ELA CAASPP by 3 points or more, which will result in a positive increase on the CA Dashboard.	Not yet available.
CAASPP - ELA	Increase English Learner students scores on 2023 ELA CAASPP by 3 points or more, which will result in a positive increase on the CA Dashboard.	Not yet available.
Spring 2023 School Wide Write Assessment (SWW)	All students will score "Meeting Standard" or higher in Spring 2023 School Wide Write.	Data is not available
Spring 2023 School Wide Write Assessment (SWW)	We will close the achievement gap between Sp Ed students, EL students and their peers on SWW by 10% (to 8.1% for Sp Ed and 10.3% for ELs).	Data is not available
ELPAC	80% or more of English Learners will grow at least one level of English Proficiency as demonstrated on the 22-23 ELPAC.	63% of English Learners grew at least one level or more of English Proficiency on the 22-23 ELPAC.

## Strategies/Activities for Goal 1

### Planned Actions/Services

Strategies Overview: Teachers and school staff will present engaging and California Common Core State Standards based lessons using evidence based strategies to engage all learners in English Language Arts and designated or integrated English Language Development for English Learners. Strong Tier 1 strategies will provide a foundation for the bulk of all learners at Branciforte. For learners who need additional support, Tier 2 and 3 strategies and programs will be employed during and after the regular school day. Staff will engage in on-going professional development to improve teacher efficacy, as well as curriculum and program alignment. Particular focus will be paid to under performing student groups such as English learners, students with special needs, foster & homeless youth, and Hispanic/Latino students.

During 22-23, staff will continue to implement and refine Tier 1 strategies including: teacher clarity/visible learning, scholarly academic discourse strategies, integrated ELD, Social Emotional Learning (SEL), standards based grading, iReady curriculum and assessments, goal setting, and other evidence based and creative ways to connect with students and engage them in learning. Additionally, B40 will return to using physical student planners for executive functioning and tracking of learning goals, homework and more. A new homework policy will be implemented to return to more routinized, rigorous and clear homework expectations. Administration and teacher collective efficacy groups will use classroom walk-throughs and possibly the peer observation process to enhance efficacy and to assess implementation. Staff will continue their work to identify priority standards and common assessments across all content areas which will support common, guaranteed curriculum for all students and also create platform for collaboration and articulation between our own teachers and staff and also with those at our neighboring SCCS middle school - Mission Hill Middle.

Some B40 teachers have applied to be involved in an Action Research Group at the county level to learn about and implement equitable, standards based grading practices.

Teachers will infuse technology into teaching and learning with innovative and advanced classroom strategies that engage students at a high level, using tech tools or licenses.

### Actual Actions/Services

In the 22-23 school year, B40 took the following actions to meet the goals around English Learner Progress:

- Continued professional learning in IELD strategies through WestEd
- Schoolwide expectation that teachers use clarity/visible learning strategies including but not limited to articulated learning goals and success criteria, rubrics
- Social Emotional Learning across all curricular areas
- Standards-based grading and expanded teacher professional learning through the Action Research Group for Grading
- Refinement of priority standards and common assessments with MH
- Use of daily planners for recording homework and learning goals
- Goal setting, particularly around iReady diagnostic assessments
- iReady curriculum use increased as homework expectation and SSR alternative
- Read 180 intervention added for Tier 2/3 support in Reading

**Planned  
Actions/Services**

Funds provided for staff to attend professional conferences, for release time pay, substitutes, guest presenters, consultant fees, and other similar professional development opportunities are provided.

Provide opportunities for all students to have access to college and career literacy skills. Purchase of common binders and supplies for underrepresented student groups.

Implement Silent Sustained Reading (SSR) time for all students and provide multiple Tier 2 and 3 strategies for students who need it utilizing this time in the schedule. Purchase Lexile leveled books, other high interest lower readability novels as needed, replace worn texts and add culturally relevant novel sets and bilingual materials for newcomer students.

Provide after school support for homework completion, intervention support, and enrichment. Two after school program paraprofessionals - support at-risk students. one full time and one part time bilingual para educator to support newcomer students in their general education and ELD classes.

Encourage parent engagement and involvement to support student learning. Funds for:

- A bilingual Community Coordinator
- Supplies, food, Childcare for Parent Ed Nights, ELAC, SSC, etc.
- EWA for extra hourly for Community Coordinator to do translations or extra hours to support school at evening events, etc.

Provide various additional courses such as visual arts to enhance access for underrepresented students, to lower class sizes, to support newcomers to the US & to enhance college and career readiness

Create 21st century, engaging learning opportunities using technological tools

**Actual  
Actions/Services**

- College and Career literacy skills were provided through standards-based curriculum.
- Binders and supplies were provided for students in need.

75 minutes of SSR provided, weekly, where students were given the option to read a book of choice, work on iReady lessons, or receive Tier 2 intervention in Math.

- Our Academic Achievement Academy ran 4 days a week, for two hours after school.
- Two bilingual para educators supported our newcomer students in their gen ed and ELD classes

Funding was provided for:

- A fulltime bilingual Community Coordinator and translation
- Supplies, food and childcare for evening parent meetings

Funding was provided to provide classes in visual arts, to lower class sizes, to provide two sections of AVID, and to provide targeted support for our newcomer students

Technology was provided to students both in and out of the classroom.

**Planned  
Actions/Services**

**Actual  
Actions/Services**

- New or replacement technology including chromebooks, laptops, ipads, printer, licenses, cartridges, and other related tech tools

Implementation of Social Emotional Learning (SEL) Curriculum and activities and Universal Design for Learning (UDL) . (SUMS MTSS Grant \$5,000). 2nd Step SEL curriculum and other resources.

Second Step curriculum was taught to all students, across all curricular areas

## Analysis

Describe the overall implementation of the strategies/activities to achieve the articulated goal.

Many of our strategies and action items were refinement and enhancement of the work our site has been doing to support EL progress and academic literacy.

Highlights include:

- Continued commitment to teacher clarity through learning goals and success criteria
- Working with West Ed to refine our work with IELD
- The use of the iReady curriculum was increased through homework and SSR access
- Commitment to professional learning and implementation of Grading for Equity

Describe the overall effectiveness of the strategies/activities to achieve the articulated goal as measured by the school.

- Much of the data is not available yet, but our ELPAC data shows that we are shy of our growth goal, as only 63% grew one or more level.
- Newcomer students had support from bilingual paras that worked with them both in their designated ELD classes and other gen ed classes
- Grading for equity gave students multiple opportunities and ways to show mastery of standards

Explain any material differences between the Proposed Expenditures and Estimated Actual Expenditures.

There were no major material differences between proposed and estimated actual expenditures.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

In 23-24 we will continue to host two Read 180 Reading Intervention classes. However, both will be offered during the school day to increase attendance and access (one was offered during zero period in 22-23). There will be a more significant push to include a higher number of students with IEPs into the Read 180 classes this year.

All B40 teachers will meet with MHMS content area teams and the SCCS Director of Learning and Assessment twice during the year to do this alignment work.

B40 teachers will implement a new Professional Development (PD) plan in 23-24 that will allow teachers choice in their PD focus for the year. SCCS and B40 staff will facilitate PD learning teams. The strands are likely to be: Equity Based Grading, Integrated and Designated ELD, PBIS/SEL, and How to be an Anti-Racist Educator.

# Annual Review and Update

SPSA Year Reviewed: 2022-23

## Goal 2

All students will develop conceptual understanding, procedural skills and fluency that they will apply to make sense of mathematical problems and persevere in solving them.

## Annual Measurable Outcomes

Metric/Indicator	Expected Outcomes	Actual Outcomes
CAASPP - Math	The percent of students who meet or exceed standard will increase by 5% on the 2023 CAASPP	Not yet available.
CAASPP - Math	Increase Socioeconomically Disadvantaged student scores on math 2023 CAASPP by 3 points or more	Not yet available.
CAASPP - Math	Increase Hispanic students scores on math 2023 CAASPP by 3 points or more	Not yet available.
CAASPP - Math	Increase Students with Disabilities scores on math 2023 CAASPP by 3 points or more	Not yet available.
CAASPP - Math	Increase English Learner student scores on math 2023 CAASPP by 3 points or more	Not yet available.

## Strategies/Activities for Goal 2

Planned Actions/Services	Actual Actions/Services
<p>Strategies Overview: Teachers and school staff will present engaging California Common Core State Standards based lessons using evidence based strategies to engage all learners in mathematics. Strong Tier 1 strategies will provide a foundation for the bulk of all learners at B40MS. For learners who need additional support, Tier 2 and 3 strategies and programs will be employed before, during, and after the regular school day. Staff will engage in on-going professional development to improve teacher efficacy and curriculum and program alignment. Particular focus will be paid to under performing student groups such as English learners and students with special needs, foster or homeless youth, and students of low socio-economic status.</p> <p>During 22-23, staff will continue to implement and refine Tier 1 strategies including: teacher clarity/visible learning, scholarly academic</p>	<p>In the 22-23 school year, B40 took the following actions to meet the goals around Math:</p> <ul style="list-style-type: none"> <li>Continued use of CPM curriculum</li> <li>Schoolwide expectation that teachers use clarity/visible learning strategies including but not limited to articulated learning goals and success criteria, rubrics</li> <li>Social Emotional Learning across all curricular areas</li> <li>Continued shift to Standards-based grading and professional learning through the Action Research Group for Grading</li> <li>Refinement of priority standards and common assessments with MH</li> <li>Use of daily planners for recording homework and learning goals</li> <li>Goal setting, particularly around iReady diagnostic assessments</li> </ul>



**Planned  
Actions/Services**

discourse strategies, integrated ELD, Social Emotional Learning (SEL), standards based grading, iReady curriculum and assessments, goal setting, and other evidence based and creative ways to connect with students and engage them in learning. Additionally, B40 will return to using physical student planners for executive functioning and tracking of learning goals, homework and more. A new homework policy will be implemented to return to more routinized, rigorous and clear homework expectations. Administration and teacher collective efficacy groups will use classroom walk-throughs and possibly the peer observation process to enhance efficacy and to assess implementation. Staff will continue their work to identify priority standards and common assessments across all content areas which will support common, guaranteed curriculum for all students and also create platform for collaboration and articulation between our own teachers and staff and also with those at our neighboring SCCS middle school - Mission Hill Middle.

All teachers will be able to implement the CPM and iReady math curriculum, including implementation of group activities that support scholarly academic discourse and other Integrated ELD for all students.

- PLC time, professional conferences, and coaching will be provided to teachers to support implementation of CPM curriculum and Silicon Valley Math Initiative (SVMI) strategies to implement Math Mindset and Goal Setting in the classroom. B40 MS math team will apply to be involved for a second year in an Action Research Group at the county level to learn about and implement equitable, standards based grading practices.
- Teachers will infuse technology into teaching and learning with innovative and advanced classroom strategies that engage students at a high level, using tech tools or licenses.

Funds provided for staff to attend professional conferences, for release time pay, substitutes, guest presenters, consultant fees, and other similar professional development opportunities are provided.

**Actual  
Actions/Services**

- iReady curriculum use increased as homework expectation and SSR alternative
- Continued IELD professional learning and strategies

### Planned Actions/Services

Rtl coach to support universal & benchmark assessments, identification of students for intervention and coordination and support of intervention strategies.

Add additional sections of mathematics to lower class size  
Add Zero Period Math+ for intensive Tier 3 Intervention in Mathematics  
Add 6th period intervention - Tier 2 push in to general education and pull out for intervention as necessary.  
Add bilingual counselor to support newcomers and all students  
Additional Tier 2 and 3 interventions such as drop in tutorial after school, SSR interventions such as peer tutoring and reading intervention

### Actual Actions/Services

The Rtl Coordinator provided support through:

- Analyzation of data to ensure referrals for placement in Tier 2 and 3 interventions
- Tier 1 support through classroom support and PLC work with the math team
- Oversight and administration of Tier 2 and 3 interventions

- An additional section of Math Course 1 was added
- A zero period Math intervention class ran throughout the school year
- The Rtl Coordinator pushed in to a 6th period Course 3 class to provide targeted supports for students identified as needing intervention
- A .6 FTE counselor was available to support bilingual students
- Math and Reading interventions were provided during a dedicated SSR time, 75 minutes a week

## Analysis

Describe the overall implementation of the strategies/activities to achieve the articulated goal.

Many of our strategies and action items were refinement and enhancement of the work our site has been doing to support students with Math competency.

Highlights include:

- The Math team collaborated regularly to look at student data and refine their Tier 1 practices, using the CPM curriculum. Additionally, they continued their commitment to standards-based grading, providing clear learning goals and feedback to students.
- The Rtl Coordinator used student data, teacher input and regular meetings with the administration to identify and place students in 0-period and SSR interventions.
- All students received SEL instruction across all content areas.

Describe the overall effectiveness of the strategies/activities to achieve the articulated goal as measured by the school.

- We are still waiting on CAASPP data to determine much of the effectiveness of our strategies.
- iReady curriculum usage increased, ensuring students were getting targeted instruction in specific domains

Explain any material differences between the Proposed Expenditures and Estimated Actual Expenditures.

There were no major material differences between proposed and estimated actual expenditures.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

In 2023-24 B40 will implement a new bell schedule. This bell schedule will give math teachers time for one additional full lesson per week and will increase our SSR intervention time by 42%.

This year the name of our intervention period (Silent Sustained Reading or SSR) will be changed to "Hive Time" and students will have clear options for activities such as SSR, iReady math and reading, mental health or self help podcasts, TedTalks and the like. A choice board will be created for students to choose their activity. Note: there may be some required time for iReady and of course for math or Spanish tutoring and intervention).

Math teachers will expand their Course 1 Pilot of Inspiring Connections - an updated CPM curriculum - to all Course 1 and Course 2 classes this year.

The Math staff will engage in professional learning over the summer at Monterey Bay Area Mathematics Project (MBAMP)

# Annual Review and Update

SPSA Year Reviewed: 2022-23

## Goal 3

All students will feel connected to the school and feel supported in their personal and academic growth. They will learn about and show growth in Social Emotional Learning (SEL) competencies of self-awareness, self-management, social awareness, relationship skills and responsible decision making.

## Annual Measurable Outcomes

Metric/Indicator	Expected Outcomes	Actual Outcomes
Social Emotional Health Survey (SEHS)	In fall 2022, 7% of students will state on the SEHS that they were either very dissatisfied or dissatisfied with their school experience (a 3% decrease)	In fall 2022, 17% of students stated on the SEHS that they were either very dissatisfied or dissatisfied with their school experience
Social Emotional Health Survey (SEHS)	In fall 2022, 59% of students will state on the SEHS that they were either satisfied or very satisfied with their school experience (a 3% increase)	In fall 2022, 59% of students stated on the SEHS that they were either satisfied or very satisfied with their school experience (a 3% increase)
Chronic Absenteeism Data	Decrease chronic absenteeism by .5% on the 2023 CA Dashboard.	Not yet available.
Chronic Absenteeism Data	Decrease chronic absenteeism by .5% on the 2023 CA Dashboard.	Not yet available.
Chronic Absenteeism Data	Decrease chronic absenteeism by 1% on the 2023 CA Dashboard.	Not yet available.
Chronic Absenteeism Data	Decrease chronic absenteeism by .5% on the 2023 CA Dashboard.	Not yet available.
Chronic Absenteeism Data	Decrease chronic absenteeism by .5% on the 2023 CA Dashboard.	Not yet available.
Chronic Absenteeism Data	Decrease chronic absenteeism to less than 10% on the 2023 CA Dashboard.	Not yet available.
Suspension Data	Decrease student group suspension rates by 50% on the 2023 CA Dashboard.	Not yet available.
Suspension Data	Decrease student group suspension rates by 50% on the 2023 CA Dashboard.	Not yet available.
Suspension Data	Decrease student group suspension rates by 50% on the 2023 CA Dashboard.	Not yet available.
Suspension Data	Decrease student group suspension rates by 50% on the 2023 CA Dashboard.	Not yet available.
Suspension Data	Decrease student group suspension rates by 50% on the 2023 CA Dashboard.	Not yet available.
Social Emotional Health Survey (SEHS)	In fall 2022, 51% of students will state on the SEHS that they feel they belong to a community (like a social	In fall 2022, 53% of students stated on the SEHS that they feel they belong to a community (like a social

**Metric/Indicator****Expected Outcomes****Actual Outcomes**

group, school, neighborhood, etc)  
every day or almost every day (a 3% increase)

group, school, neighborhood, etc)  
every day or almost every day (a 5% increase)

**Strategies/Activities for Goal 3****Planned  
Actions/Services**

Strategies Overview: Teachers and staff will continue to learn and improve our knowledge and skills in areas such as Trauma Informed Schools, Positive Behavior Interventions and Support (PBIS), and in Social Emotional Learning (SEL). In fall 2022 staff will utilize student planners and a renewed and increased focus on PBIS strategies to increase positive and decrease negative student behaviors. The school will provide ongoing professional development for veteran and new teachers in these areas. Additional support staff such as a second counselor, a mental health specialist counselor, a social worker, a social worker intern, and a community coordinator are added to our team and they all support our school connectedness goals. The school will track data such as qualitative data from the student Social Emotional Health Survey, CA Dashboard chronic absenteeism, and suspension rates. BMS will refine or implement systems to encourage positive behavior and attendance.

Teachers will deliver SEL lessons through all content areas at all three grade levels from evidence based Second Step SEL curriculum. AVID and similar classes and programs will implement engaging activities such as field trips, guest speakers, etc.

Administration will implement a zero period PE class for English Learners and students with special needs to ensure they can access elective classes

Counseling staff will supplement the SEL curriculum by implementing mindfulness lessons and theme weeks such as anti-bullying week, suicide prevention awareness, college week, etc., and develop small group counseling for students in need of support around areas such as social isolation, organization/executive functioning, bullying issues, anger management, and identity issues.

**Actual  
Actions/Services**

In the 22-23 school year, B40 took the following actions to meet the goals around SEL and connectedness:

- Our site continued with PBIS and communication/reinforcement of schoolwide expectations.
- SEL was taught via Second Step in all curricular areas and counselors shared additional resources to help with engagement
- Our student support team included: 1.4 counselors, a social-emotional counselor, a school social worker, a sww intern, and admin
- Our Community Coordinator worked with students and families
- Use of Social Emotional Health Survey, California Healthy Kids Survey, chronic absenteeism and suspension data to inform needed supports
- Field trips and guest speakers occurred across curricular areas
- Zero period PE was available for students in Tutorial and ELD classes to ensure access to electives
- Student leaders and staff held a WEB day to introduce and welcome incoming students for the 22-23 school year

**Planned  
Actions/Services**

Teachers and staff will implement a WEB (Welcome Everybody) day to introduce all and at risk incoming 6th graders the day before school starts.

Design and implement school connectedness activities.

Add a .2 FTE to implement multiple school connectedness strategies so that all students, particularly students from historically marginalized groups, engage and connect to school enhancing their overall school experience (.2 split between two teachers)

Counselors, school psychologist, social workers and administration work on developing Tier 1, 2, & 3 practices and systems including bi-monthly meetings to strategize and execute chronic absenteeism interventions and caseloads Explore other evidence based and creative ways to connect with students and engage them in learning.

Increase opportunities for non-certificated staff to be more involved in school activities and to receive more professional development in their work roles.

- Release time sub pay, coursework, and conferences for classified and other non-certificated staff.

Provide incentives for students to follow school wide (PBIS) behavioral expectations and provide parent education opportunities

**Actual  
Actions/Services**

.2 FTE was shared by two staff members - one focused on student leadership, events, and BTV, the other on schoolwide experiences that occurred weekly during the school day.

The students support team, consisting of 1.4 counselors, a social-emotional counselor, school social worker and social work intern, RtI and admin met weekly to discuss students of concern with regard to behavior, social/emotional concerns, and absenteeism. Interventions and supports were created to address and support as needed.

Classified staff were invited to participate in regular staff meetings to get updates and provide input to admin. Additionally they were provided professional learning opportunities and included in schoolwide events and celebrations.

A student store was opened this year to increase incentives around following schoolwide expectations.

**Analysis**

Describe the overall implementation of the strategies/activities to achieve the articulated goal.

The overall implementation of the strategies for Goal #3 was done to fidelity.

Specific highlights:

- Opening of the student store to redeem "golden tickets" as part of our PBIS program
- Weekly meetings of the Student Support Team to review student data
- Continued commitment to providing .2 FTE for Connectedness
- Purposeful meeting and professional learning time added for Classified staff
- Continued commitment to providing zero period PE classes to support access for all students to elective classes

Describe the overall effectiveness of the strategies/activities to achieve the articulated goal as measured by the school.

There is still data needed to determine the overall effectiveness of the strategies included in this goal. Two of our intended outcomes for school connectedness on the SEHS were met or exceeded, but there was an increase of students stating that they were dissatisfied or highly dissatisfied with their school experience.

Explain any material differences between the Proposed Expenditures and Estimated Actual Expenditures.

There were no major material differences between proposed and estimated actual expenditures.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

In fall 2023, 62% of students will state on the SEHS that they were either satisfied or very satisfied with their school experience (a 3% increase)  
In fall 2023, 10% of students will state on the SEHS that they were either very dissatisfied or dissatisfied with their school experience (a 7% decrease)  
In fall 2023, 60% of students will state on the SEHS that they feel they belong to a community (like a social group, school, neighborhood, etc) every day or almost every day (a 3.5% increase)  
Student behavior data and positive rewards (for Golden Tickets) will be tracked and shared with staff through "Gustavo's Corner" weekly in the staff communique.  
School administration will work with school staff including but not limited to our Student Support Team (Admin, counselors, therapist, Social Worker, and RtI Coordinator) to explore enhancement of drug and alcohol education for all students and parents. In addition, admin will work with staff to develop a system for more parent involvement and presence on campus.  
Counseling staff will also explore the development of more options to choose from during "Hive Time" such as mindfulness apps, podcasts, TedTalks or the like.  
Because athletics are a big part of middle school for many students, the school staff and Athletic Director will work to ensure we can host a second team in sports, when possible, where the demand is high to avoid making "cuts" for teams. It is noted that the league dynamics and funding are variables and present some limitations to this.  
School administration and staff will work to both enhance our current counseling area in the main office and to ensure improved counseling space is made when our Bond remodel is done.

# Annual Review and Update

SPSA Year Reviewed: 2022-23

## Goal 4

## Annual Measurable Outcomes

Metric/Indicator

Expected Outcomes

Actual Outcomes

## Strategies/Activities for Goal 4

Planned  
Actions/Services

Actual  
Actions/Services

## Analysis

Describe the overall implementation of the strategies/activities to achieve the articulated goal.

Describe the overall effectiveness of the strategies/activities to achieve the articulated goal as measured by the school.

Explain any material differences between the Proposed Expenditures and Estimated Actual Expenditures.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.



# Annual Review and Update

SPSA Year Reviewed: 2022-23

## Goal 5

## Annual Measurable Outcomes

Metric/Indicator

Expected Outcomes

Actual Outcomes

## Strategies/Activities for Goal 5

Planned  
Actions/Services

Actual  
Actions/Services

## Analysis

Describe the overall implementation of the strategies/activities to achieve the articulated goal.

Describe the overall effectiveness of the strategies/activities to achieve the articulated goal as measured by the school.

Explain any material differences between the Proposed Expenditures and Estimated Actual Expenditures.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

# Budget Summary and Consolidation

The Budget Summary is required for schools funded through the ConApp. The Consolidation of Funds is required for a school receiving funds allocated through the ConApp and consolidating those funds as part of a schoolwide program.

## Budget Summary

Description	Amount
Total Funds Provided to the School Through the Consolidated Application	89,000
Total Funds Budgeted for Strategies to Meet the Goals in the SPSA	883,594.00

## Allocations by Funding Source

Funding Source	Amount	Balance
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## Expenditures by Funding Source

Funding Source	Amount
District Funded	443,392.00
ESSER	278,460.00
LCFF	24,655.00
LCFF - Supplemental	66,647.00
Lottery: Instructional Materials	14,000.00
Parcel Tax	19,000.00
Title I	37,440.00

## Expenditures by Budget Reference

Budget Reference	Amount
1000-1999: Certificated Personnel Salaries	482,646.00
2000-2999: Classified Personnel Salaries	364,448.00
4000-4999: Books And Supplies	27,500.00
5000-5999: Services And Other Operating Expenditures	500.00
5800: Professional/Consulting Services And Operating Expenditures	8,500.00

## Expenditures by Budget Reference and Funding Source

Budget Reference	Funding Source	Amount
1000-1999: Certificated Personnel Salaries	District Funded	357,417.00
2000-2999: Classified Personnel Salaries	District Funded	80,975.00
4000-4999: Books And Supplies	District Funded	5,000.00
1000-1999: Certificated Personnel Salaries	ESSER	31,416.00
2000-2999: Classified Personnel Salaries	ESSER	247,044.00
1000-1999: Certificated Personnel Salaries	LCFF	24,655.00
1000-1999: Certificated Personnel Salaries	LCFF - Supplemental	24,218.00
2000-2999: Classified Personnel Salaries	LCFF - Supplemental	35,929.00
4000-4999: Books And Supplies	LCFF - Supplemental	6,500.00
4000-4999: Books And Supplies	Lottery: Instructional Materials	14,000.00
1000-1999: Certificated Personnel Salaries	Parcel Tax	19,000.00
1000-1999: Certificated Personnel Salaries	Title I	25,940.00
2000-2999: Classified Personnel Salaries	Title I	500.00
4000-4999: Books And Supplies	Title I	2,000.00
5000-5999: Services And Other Operating Expenditures	Title I	500.00
5800: Professional/Consulting Services And Operating Expenditures	Title I	8,500.00

# School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

- 1 School Principal
- 3 Classroom Teachers
- 1 Other School Staff
- 3 Parent or Community Members
- 2 Secondary Students

Name of Members	Role
Casey O'Brien	Principal
Molly O'Neil	Classroom Teacher
Blake Battles	Classroom Teacher
Lisa Orozco	Other School Staff
Stephen Nakazawa-Hewitt	Parent or Community Member
Balam Latona	Parent or Community Member
Maria Gonzales	Parent or Community Member
Emily Warren	Classroom Teacher
Zara Patterson Chao	Secondary Student
Jessica Robledo Solorio	Secondary Student

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

# Recommendations and Assurances

The School Site Council (SSC) recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the School Plan for Student Achievement (SPSA) requiring board approval.

The SSC sought and considered all recommendations from the following groups or committees before adopting this plan:

**Signature**

**Committee or Advisory Group Name**



English Learner Advisory Committee

The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

This SPSA was adopted by the SSC at a public meeting on 5/23/22.

Attested:



Principal, Casey O'Brien on 5/24/22



SSC Chairperson, Stephen Nakazawa-Hewitt on 5/24/22

# School Plan for Student Achievement (SPSA) Template

Instructions and requirements for completing the SPSA template may be found in the SPSA Template Instructions.

School Name	County-District-School (CDS) Code	Schoolsite Council (SSC) Approval Date	Local Board Approval Date
Mission Hill Middle School	44698236060156	May 8, 2023	June 14, 2023

## Purpose and Description

Briefly describe the purpose of this plan (Select from Schoolwide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

### Additional Targeted Support and Improvement

Mission Hill Middle School is eligible for ATSI based on the 2022 Dashboard for the following student groups:

Students with Disabilities - Performance Levels Very Low (105.3 points below standard)

Students with Disabilities - Chronic Absenteeism Very High (29.7%)

Briefly describe the school's plan for effectively meeting the ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

To effectively meet ESSA requirements and address factors contributing to ATSI eligibility, Mission Hill Middle School will implement the following:

With regard to chronic absenteeism, the MHMS Attendance Task Force will work with site Special Education case workers, social workers, and the Districts Student Services Department to support parents/guardians in ensuring consistent, daily attendance for their students with disabilities. We will offer attendance incentives, and schedule regular home visits when the student is absent.

With regard to low performance levels, MHMS will create a master schedule that allows more opportunities for Special Education students to access academic intervention within the school day. Additionally, we will collaborate with Special Education teachers to create a CAASPP testing schedule that ensures higher completion rates for students with disabilities.



# Comprehensive Needs Assessment Components

## Data Analysis

Please refer to the School and Student Performance Data section where an analysis is provided.

## Surveys

This section provides a description of surveys (i.e., Student, Parent, Teacher) used during the school-year, and a summary of results from the survey(s).

Each year, Santa Cruz City Schools publishes an Annual Family, Student and Staff Survey with results aggregated by school site. Results from Mission Hill's 2022-23 surveys are as follows:

### Family Survey

Please rate your level of agreement with the following statements:

- "I feel that my child is appropriately challenged in school" 61%
- "I feel that my child's school recognizes and values student accomplishments" 68%
- "When academics are challenging, I feel that my child's school supports my child to do better and improve" 63%
- "My child feels safe at school" 67%
- "I feel that teachers have high expectations for all students at my child's school" 63%
- "My child's school and the district seeks my input and ideas in decision making" 54%
- "When I contact my child's school, I receive courteous attention" 80%
- "I receive sufficient information regarding my child's education program, progress and needs" 72%
- "I feel that I receive clear and relevant communication about school and district related events and issues" 79%
- "I know who to go to with a problem or concern" 71%
- "The school website is clear and accessible" 62%

### Student Survey

Please rate your level of agreement with the following statements:

- "I feel connected and engaged with school" 64%
- "I feel that the school recognizes and values student accomplishments" 59%
- "When academics are challenging, I feel my school supports me well to do better and improve" 61%
- "When I have problems or challenges, I feel that there are adults at the school to help and support" 66%
- "All students are well-supported to improve academically" 64%
- "(If you are an English Learner) I feel there are enough supports for me to learn and improve my spoken and written English to progress at school" 28%
- "I feel safe at my school" 70%
- "I feel that teachers and administrators care about all students" 59%
- "My school is clean and well-maintained" 38%
- "I feel that teachers have high expectations for all students" 65%

### Staff Survey

Please rate your level of agreement with the following statements:

- "Students feel connected and engaged at my school" 70%
- "I feel that my school recognizes and values student accomplishments" 95%
- "When academics are challenging, my school supports students to do better and improve" 83%
- "When students have personal problems or challenges, adults at my school work to help and support them" 88%
- Please rate your level of agreement with the following statement, "Under-performing students are well supported to improve academically at my school" 60%
- "I feel there are enough supports for English Learners progress at my school" 58%
- "Students feel safe at my school" 58%
- "My school is clean and well-maintained" 73%
- "I feel that teachers have high expectations for all students" 70%

## Classroom Observations

This section provides a description of types and frequency of classroom observations conducted during the school-year and a summary of findings.

At MHMS, site administration make an effort to conduct 12 classroom observation per week. During classroom observations, site administrators complete a Walkthrough Observation Form designed by our site teacher leadership team (SCIL) and shared with all teachers at the Welcome Back faculty meeting in August. The Walkthrough Observation Form targets three main areas of focus; tier 1 high impact instructional strategies, integrated ELD practices, and

classroom culture and social/emotional learning. Additionally, Walkthrough Observation Form makes note of implementation of school-wide agreed upon norms, including posting daily learning objectives and success criteria, and the regular use of Maverick Essentials (PBIS tenants). 2022/23 walkthrough data show that 94% of teachers are implementing integrated ELD strategies, and 100% of teachers are implementing classroom culture and social emotional strategies. 77% of teachers are consistently posting learning goals and success criteria.

## **Analysis of Current Instructional Program**

The following statements are derived from the Elementary and Secondary Education Act (ESEA) of 1965 and Essential Program Components (EPCs). In conjunction with the needs assessments, these categories may be used to discuss and develop critical findings that characterize current instructional practice for numerically significant subgroups as well as individual students who are:

- Not meeting performance goals
- Meeting performance goals
- Exceeding performance goals

Discussion of each of these statements should result in succinct and focused findings based on verifiable facts. Avoid vague or general descriptions. Each successive school plan should examine the status of these findings and note progress made. Special consideration should be given to any practices, policies, or procedures found to be noncompliant through ongoing monitoring of categorical programs.

## **Standards, Assessment, and Accountability**

## Use of state and local assessments to modify instruction and improve student achievement (ESEA)

Each year, Mission Hill Middle School students complete two local assessments in reading and math using the I-Ready diagnostics. Fall 2022 to winter 2023 data in reading shows the following:

- 4% increase overall of students on or above grade level.
- 7% decrease in students two or more grade levels below standards.
- 52% of all students (260 students) have met their annual typical growth.
- 3% increase of EL's Early on Grade Level.
- 19% decrease of EL's 3 or more grade levels below.
- 59% of EL's (19 students) have met their annual typical growth.

Fall 2022 to winter 2023 data in math shows the following

- 10% increase overall of students on or above grade level.
- 5% decrease of EL's 2 or more grade levels below.
- 41% of all students (200 students) have met their annual typical growth.
- 3% increase of EL's on or above grade level.
- 14% decrease of EL's 2 or more grade levels below.
- 50% of EL's (17 students) have met their annual typical growth.

Overall, local I-Ready diagnostics show that 42% of Mission Hill students are exceeding performance goals, 33% are meeting performance goals, and 25% are not meeting performance goals in reading. Likewise, 18% of students are exceeding performance goals, 52% are meeting performance goals, and 30% are not meeting performance goals in math.

Mission Hill Middle School currently has 46 English Learners who completed the ELPAC diagnostic, and our data was very strong. 2.17% (1 student) went down two or more levels, and 2.17% (1 student) went down one level. 19.57% (9 students) stayed at the same level. 43.48% (20 students) grew by one level, and 26.09% (12 students) grew by two or more levels. 6.52% (3 students) stayed at level 4. Overall, this data shows only 2 student had a decrease in ELPAC scores, and 32 students had an increase in ELPAC scores.

2022 CAASPP data shows that in the category "All Students" we scored "high" on the English Language Arts assessment, with an average of 18.6 points above standard. English Learners and Students with Disabilities scored "very low" on the English Language Arts Assessment. In math, the category "All Students" scored "low", with an average 29.5 points below standard. English Learners, Hispanic, and Students with Disabilities scored "very low".

To support student performance on I-Ready, ELPAC, and CAASPP diagnostics in 2022/23, Mission Hill is focusing on tier one high instructional strategies, partnering with WestEd to improve our integrated ELD strategies, and implementing a master schedule that allows for equitable access to school-day interventions, such as Read Plus and Math Plus, SIPPS reading program, Read 180, Mindset Math, Math Mentors, and Mathletes. Additionally, we have added a third I-Ready diagnostic in the spring to ensure student are finishing the year strong, and using that data to appropriately adjust and plan for 2023/24. We also moved our CAASPP testing window to late March and early April, to ensure higher student completion rates in all categories and avoid testing fatigue. Additionally, all departments (not just English and math) assisted with CAASPP administration in 2023, which helped foster a positive school culture around testing. Finally, we implemented attendance incentives, mindfulness, and extended breaks during our testing window.

Looking ahead to 2023/24, Mission Hill will continue to partner with WestEd to deliver high quality integrated ELD professional development. We will also continue to provide tier 1, 2, and 3 school day interventions in math and reading, such as Math Plus and Read Plus, SIPPS, and Mindset Math. We are creating a co-taught CPM Course 1 math class to support lower performing math students. developing a master schedule that places intervention classes earlier in the day, and providing special education teachers with more Read 180 training so they may better support students with disabilities in reading.

### Use of data to monitor student progress on curriculum-embedded assessments and modify instruction (EPC)

Mission Hill's team of teachers, counselors, RTI coordinators, and administrators look at diagnostic data often, and use the data to inform instruction, plan interventions, and create the master schedule. Every Tuesday, the RTI coordinator meets with administration. Based on the time of year, we look at I-Ready data to determine if students are appropriately placed, identify students for intervention programs such as Math Plus and Read Plus, and plan professional development for math and reading teachers. The RTI coordinator also uses this data to meet with students, determine strengths and areas for growths, and set goals. Every Thursday, Mission Hill's Cabinet team, comprised of administrators, counselors, RTI coordinator, social emotional specialist, and activities director meet to review diagnostic data, grades, behavior, and attendance. They identify students of concern and make recommendations for academic, social/emotional, and school connectedness supports. Three Wednesday's a month, Mission Hill PLC teams meet to review formative and summative assessment data, and on the fourth Wednesday of each month, teachers attend PD focused on one of our agree upon site goals - integrated ELD, social/emotional learning, anti racist leadership. Wednesday PLCs and PDs support teachers with planning and implementing instruction, and provide teachers with strategies to support the needs of all students in their classrooms. Once a month Mission Hill's teacher leaders (SCIL) meet to review timely data, including I-Ready, ELPAC, CAASPP, CHKS, SEHS, LCAP and Working Conditions. SCIL uses this data to plan current and future year's instruction and interventions, and make decisions on school-wide needs and changes. Every six weeks counselors look at the D/F list to identify students who are struggling and set up student study teams (SST). In the fall and spring, the RTI coordinator, administration, and ELD teacher review I-Ready, ELPAC, and CAASPP data to inform and plan Language Review Teams (LRT). All academic teachers complete a English language proficiency form and participate in the twice-annual LRT meetings.

## Staffing and Professional Development

### Status of meeting requirements for highly qualified staff (ESEA)

SCCS met standard on this requirement as reported on the California School Dashboard - Local Indicators.

### Sufficiency of credentialed teachers and teacher professional development (e.g., access to instructional materials training on SBE-adopted instructional materials) (EPC)

SCCS met standard on this requirement as reported on the California School Dashboard - Local Indicators.

### Alignment of staff development to content standards, assessed student performance, and professional needs (ESEA)

Mission Hill Middle School teachers are currently engaged in three areas of professional development - integrated ELD, social/emotional learning (PBIS) and anti-racist leadership. In addition, our math department is engaged in grading for equity and standards based grading professional development.

Our SCIL team identified integrated ELD as an area of growth, based on our 2019 CAASPP scores and annual local diagnostics, including I-Ready. In 2021, Mission Hill worked with the District to develop quality, standard aligned integrated ELD professional development. In 2022, we partnered with WestEd to enhance our integrated ELD work. WestEd has helped us focus on quality student discourse that support all students, and in particular English learners, with academic language acquisition. Teachers have been developing high impact discourse strategies such as scaffolded discussions, breakout groups, and fishbowls.

Ongoing instructional assistance and support for teachers (e.g., use of content experts and instructional coaches) (EPC)

Instructional assistance and support for teachers is provided through District Teachers on Special Assignment (TOSAs) including:

- New Teacher TOSA
- History/Social Studies TOSA
- English Learner TOSA
- CTE TOSA (coming in 2023)
- Computer Science TOSA

Additionally, Mission Hill has a full-time Rtl Coordinator who supports teachers with intervention strategies and data to inform interventions and instruction.

Mission Hill also receives instructional support from the District's Director of Learning and Achievement.

Teacher collaboration by grade level (kindergarten through grade eight [K–8]) and department (grades nine through twelve) (EPC)

Teachers participate in professional learning communities (PLC) every Wednesday, with the exception of the fourth Wednesday each month (PD Wednesday). PLC are determined by subject and grade span, including 6th Core, 7/8 ELA, 7/8 Social Studies, 6/7/8 Science, Math, PE, Music, Visual Arts, and Special Education. Our Librarian also participates in PLCs by visiting each department as needed. PLCs are led by our SCIL team. SCIL members use a school-wide agreed upon template to create a PLC agenda and keep minutes. PLC agendas and minutes are shared to a Google drive and visible to all teaching staff. Mission Hill's PLCs are engaged in the four questions of PLCs, and work collaboratively to achieve better results for the students they serve.

In addition to content and grade level PLCs, we also have an AVID team, ELD Task Force, and PBIS team who meet monthly to review student data and plan instruction and interventions.

Mission Hill also participates in District PLCs. Our teachers meet 5 times a year with content-alike teachers from the other SCCS middle school to create course-aligned assessments and rubrics.

## Teaching and Learning

Alignment of curriculum, instruction, and materials to content and performance standards (ESEA)

All adopted curriculum is based on Common Core standards. Additionally, high impact strategies are being implemented in classrooms and include integrated ELD, AVID, and social emotional learning.

Adherence to recommended instructional minutes for reading/language arts and mathematics (K–8) (EPC)

Mission Hill Middle School publishes yearly schedules in reading language/arts and mathematics based on recommended instructional minutes in grades K - 8. Additionally, MHMS is required to turn in planned instructional minutes in the Spring. District oversight ensures compliance.

Lesson pacing schedule (K–8) and master schedule flexibility for sufficient numbers of intervention courses (EPC)

Mission Hill offers a variety of courses within the school day. In math, we offer Math Mentors and Mathletes (tier 1), Math Plus (tier 2), and Mindset Math (tier 3). In reading we offer Read (tier 1), Read Plus (tier 2) and Read 180 and SIPPS (tier 3). Our tier 3 intervention are scheduled during the same period to allow students to easily migrate from intervention to the other, depending on their immediate need. Our tier 1 and 2 interventions are also during the same period. All students have access to tier 1 math and reading interventions through Read, Math Mentors, and Mathletes, and students with more specific needs are pulled into Read Plus and Math Plus groups. movement in and out of Read Plus and Math Plus is fluid and based on a students needs as determined by local diagnostics (I-Ready).

Availability of standards-based instructional materials appropriate to all student groups (ESEA)

100% of students have access to standards-based instructional materials appropriate to their course and grade level as noted in the School Accountability Report Card (SARC). Additionally, Mission Hill is a 1:1 technology school. All students have access to Chromebook at school, and all students have access to check out Chromebooks and hotspots for home use, if needed. Teachers are required to maintain up to date Google classrooms so students and parents may access their education online.

Use of SBE-adopted and standards-aligned instructional materials, including intervention materials, and for high school students, access to standards-aligned core courses (EPC)

All courses offered are aligned to the Common Core standards and frameworks. Additionally, science courses follow NGSS content standards. Intervention materials are also aligned to the skills needed to become grade-level proficient based on the Common Core standards.

## Opportunity and Equal Educational Access

Services provided by the regular program that enable underperforming students to meet standards (ESEA)

The following services are provided at Mission Hill Middle School to enable underperforming students to meet standards:

- Mindset Math (tier 3 math intervention) 5th period
- Read 180 and SIPPS (tier 3 reading intervention) 5th period
- Read Plus (tier 2 reading intervention) READ period
- Math Plus (tier 2 math intervention) READ period
- Math Mentors (tier 1 math intervention) READ period
- Mathletes - (tier 1 math enrichment) READ period
- SSR (tier 1 reading enrichment) READ period

Mission Hill Middle School offers 3 ELD classes.

- ELD 6 - 5th period
- ELD 7 - 4th period
- ELD 8 - 2nd period

To ensure ELD students receive their designated services and may participate in an elective, Mission Hill offer a 0 period PE class.

Mission Hill Middle School offers 3 AVID classes.

- AVID 6 - 6th period
- AVID 7 - 6th period
- AVID 8 - 6nd period

Alignment of AVID classes allows teachers to schedule guest speakers, plan field trips, and hold college and career events at the same time.

Mission Hill Middle School offers a variety of tutoring options, including:

- WAVE (tutoring and enrichment program) after school Monday - Thursday
- WiSE (tutoring partnership with UCSC) after school on Monday - Thursday
- Teacher Office Hours (academic support and work completion) after school Monday, Tuesday, Thursday
- Library Support (project completion, computer/printer access, and peer tutors) daily at brunch, lunch, and after school

## Evidence-based educational practices to raise student achievement

Mission Hill Middle School is constantly working to implement evidence-based educational practices to raise student achievement, including:

- Designated ELD
- Integrated ELD
- AVID
- Teacher Clarity
- Learning Outcomes & Success Criteria
- Academic Discourse
- Project-based Learning
- PBIS
- Second Step (coming in 2023/24)
- Read 180 and SIPPS
- I-Ready MyPath
- Reading Counts
- Organized Binders
- Professional Learning Communities
- Common Assessments

To support faculty and staff in the implementation of evidence based educational practices, the following professional development has been offered at Mission Hill or made available:

- Integrated ELD
- Visible Learning - High Impact Instructional Strategies
- Writing Workshops
- Grading for Equity
- Standards Based Grading
- NGSS
- CPM
- PBIS
- 2nd Step (Fall 2023)
- Anti-Racist Leadership
- Educational Software and Technology
- I-Ready
- Supporting Students with Disabilities
- 504/SST Workshops

## Parental Engagement

Resources available from family, school, district, and community to assist under-achieving students (ESEA)

The following services are provided at Mission Hill Middle School to enable underperforming students to meet standards:

- Mindset Math (tier 3 math intervention) 5th period
- Read 180 and SIPPS (tier 3 reading intervention) 5th period
- Read Plus (tier 2 reading intervention) READ period
- Math Plus (tier 2 math intervention) READ period
- Math Mentors (tier 1 math intervention) READ period
- Mathletes - (tier 1 math enrichment) READ period
- SSR (tier 1 reading enrichment) READ period

The District supports Mission Hill in course offerings for under-achieving students, including:

- ELD 6 - 5th period
- ELD 7 - 4th period
- ELD 8 - 2nd period
- AVID 6 - 6th period
- AVID 7 - 6th period
- AVID 8 - 6th period
- 0 period PE

Mission Hill Middle School offers a variety of tutoring options, including:

- WAVE (tutoring and enrichment program) after school Monday - Thursday
- WiSE (tutoring partnership with UCSC) after school on Monday - Thursday
- Teacher Office Hours (academic support and work completion) after school Monday, Tuesday, Thursday
- Library Support (project completion, computer/printer access, and peer tutors) daily at brunch, lunch, and after school

Involvement of parents, community representatives, classroom teachers, other school personnel, and students in secondary schools, in the planning, implementation, and evaluation of ConApp programs (5 California Code of Regulations 3932)

SCCS regularly elicits input on programs from families, teachers, classified staff and secondary school students throughout the year. This is achieved through surveys, input meetings, the District Advisory Committee (parents & staff) and visits to secondary classrooms.



## Funding

Services provided by categorical funds that enable underperforming students to meet standards (ESEA)

### District Funded

- Learning Ally
- Stipends for SCIL
- Read 180 / SIPPS Curriculum and Teacher
- Newsela
- Teacher Release Days for Curriculum Mapping and Planning
- Mindset Math Teacher
- PBIS Materials
- 2nd Step Curriculum
- Community Coordinator
- RTI Coordinator
- Newcomer Teacher Release

### LCFF

- Professional Development
- Technology Updates and Replacement
- Organized Binders and Student Planner
- AVID
- ELA and Math Paraeducators
- ELD Bilingual Paraeducators
- Read/Math Plus Teachers
- 0 Period PE
- PBIS Coordinator
- Attendance Incentives and Additional FTE for Attendance Tech
- Activities Director

### Parcel Tax

- WAVE After School Program

### Lottery

- Common Core Curriculum
- Library Updates and Inventory
- Accelerated Reader

### ESSER

- Newcomer Teacher Release

### Extended Learning

- Peer Tutoring Coordinator and Peer Tutor Paraeducators

## Fiscal support (EPC)

The district has allocated \$10,000 from the LCFF Supplemental to support schools that are in ATSI.

# Educational Partner Involvement

How, when, and with whom did the school consult as part of the planning process for this SPSA/Annual Review and Update?

## Involvement Process for the SPSA and Annual Review and Update

The SPSA is developed, monitored and reviewed annually over the course of four evening SSC meetings. The site principal also meets and collaborates with district personnel, the site leadership team (SCIL), and the entire school staff during faculty meetings. The site principal offers an invitation to review and discuss individually as necessary with any and all stakeholders.

## Resource Inequities

Briefly identify and describe any resource inequities identified as a result of the required needs assessment, as applicable.

N/A

# School and Student Performance Data

## Student Enrollment Enrollment By Student Group

Student Enrollment by Subgroup						
Student Group	Percent of Enrollment			Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23
American Indian	%	%	0%			0
African American	1.9%	1.95%	1.29%	11	11	7
Asian	3.2%	3.01%	2.57%	18	17	14
Filipino	0.4%	0.18%	0.37%	2	1	2
Hispanic/Latino	30.2%	32.74%	34.19%	172	185	186
Pacific Islander	%	0.18%	0.37%		1	2
White	56.8%	54.16%	54.41%	324	306	296
Multiple/No Response	7.5%	6.73%	6.62%	43	38	36
	<b>Total Enrollment</b>			570	565	544

## Student Enrollment Enrollment By Grade Level

Student Enrollment by Grade Level			
Grade	Number of Students		
	20-21	21-22	22-23
Grade 6	201	163	162
Grade 7	163	217	162
Grade 8	206	185	220
<b>Total Enrollment</b>	570	565	544

### Conclusions based on this data:

1. White students are the largest demographic group.
2. The second largest demographic group is Hispanic/Latino students.
3. Enrollment has seen a slight decrease over the last three years.

# School and Student Performance Data

## Student Enrollment English Learner (EL) Enrollment

English Learner (EL) Enrollment						
Student Group	Number of Students			Percent of Students		
	20-21	21-22	22-23	20-21	21-22	22-23
English Learners	49	61	49	8.60%	10.8%	9.0%
Fluent English Proficient (FEP)	101	86	76	17.70%	15.2%	14.0%
Reclassified Fluent English Proficient (RFEP)	8	64	57	16.3%	11.3%	10.5%

### Conclusions based on this data:

1. All EL student groups have remained fairly consistent over 3 years.

# School and Student Performance Data

## CAASPP Results English Language Arts/Literacy (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 6	198	163		0	158		0	157		0.0	96.9	
Grade 7	165	219		0	211		0	210		0.0	96.3	
Grade 8	201	182		0	178		0	178		0.0	97.8	
All Grades	564	564		0	547		0	545		0.0	97.0	

The "% of Enrolled Students Tested" showing in this table is not the same as "Participation Rate" for federal accountability purposes.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 6		2538.			24.20			30.57			24.20			21.02	
Grade 7		2578.			23.81			40.48			20.48			15.24	
Grade 8		2586.			21.35			39.89			19.66			19.10	
All Grades	N/A	N/A	N/A		23.12			37.43			21.28			18.17	

Reading Demonstrating understanding of literary and non-fictional texts											
Grade Level	% Above Standard			% At or Near Standard			% Below Standard				
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23		
Grade 6		30.57			45.22			24.20			
Grade 7		32.54			55.02			12.44			
Grade 8		27.53			56.18			16.29			
All Grades		30.33			52.57			17.10			

Writing Producing clear and purposeful writing									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 6		21.02			52.87			26.11	
Grade 7		26.44			53.37			20.19	
Grade 8		25.42			46.33			28.25	
All Grades		24.54			50.92			24.54	

Listening Demonstrating effective communication skills									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 6		22.29			68.15			9.55	
Grade 7		16.67			72.86			10.48	
Grade 8		25.84			63.48			10.67	
All Grades		21.28			68.44			10.28	

Research/Inquiry Investigating, analyzing, and presenting information									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 6		25.48			59.24			15.29	
Grade 7		30.95			55.71			13.33	
Grade 8		31.46			58.43			10.11	
All Grades		29.54			57.61			12.84	

**Conclusions based on this data:**

1. Overall, we met participation requirements on the CAASPP ELA/Literacy Assessment in 21/22.
2. Overall, 60.55% of students were at or above standard on the CAASPP ELA/Literacy Assessment on 21/22.
3. In general, most students struggled with writing on the the 21/22 CAASPP ELA/Literacy Assessment.

# School and Student Performance Data

## CAASPP Results Mathematics (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 6	198	163		0	156		0	156		0.0	95.7	
Grade 7	165	219		0	208		0	208		0.0	95.0	
Grade 8	201	182		0	176		0	176		0.0	96.7	
All Grades	564	564		0	540		0	540		0.0	95.7	

\* The “% of Enrolled Students Tested” showing in this table is not the same as “Participation Rate” for federal accountability purposes.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 6		2501.			20.51			14.74			23.72			41.03	
Grade 7		2545.			21.15			30.29			22.60			25.96	
Grade 8		2562.			23.86			15.91			26.70			33.52	
All Grades	N/A	N/A	N/A		21.85			21.11			24.26			32.78	

Concepts & Procedures Applying mathematical concepts and procedures									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 6		15.38			37.18			47.44	
Grade 7		22.12			53.37			24.52	
Grade 8		21.59			54.55			23.86	
All Grades		20.00			49.07			30.93	

Problem Solving & Modeling/Data Analysis Using appropriate tools and strategies to solve real world and mathematical problems									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 6		16.03			51.92			32.05	
Grade 7		19.71			58.65			21.63	
Grade 8		23.86			48.30			27.84	
All Grades		20.00			53.33			26.67	

Communicating Reasoning Demonstrating ability to support mathematical conclusions									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 6		18.59			55.13			26.28	
Grade 7		22.60			57.21			20.19	
Grade 8		20.45			56.82			22.73	
All Grades		20.74			56.48			22.78	

**Conclusions based on this data:**

1. Overall, we met participation requirements on the CAASPP Math Assessment in 21/22
2. Overall, 43.96% of students were at or above standard on the CAASPP Math Assessment on 21/22.
3. In general, most students struggled with communicating reasoning on the the 21/22 CAASPP Math Assessment.



# School and Student Performance Data

## ELPAC Results

ELPAC Summative Assessment Data Number of Students and Mean Scale Scores for All Students												
Grade Level	Overall			Oral Language			Written Language			Number of Students Tested		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
6	1476.1	1550.9		1474.9	1560.7		1476.6	1540.4		20	21	
7	1553.7	1566.9		1555.4	1564.1		1551.7	1569.4		18	14	
8	*	1586.2		*	1598.2		*	1573.8		7	13	
All Grades										45	48	

Overall Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
6	15.00	28.57		25.00	47.62		35.00	19.05		25.00	4.76		20	21	
7	35.29	42.86		41.18	28.57		11.76	28.57		11.76	0.00		17	14	
8	*	53.85		*	23.08		*	7.69		*	15.38		*	13	
All Grades	20.45	39.58		29.55	35.42		29.55	18.75		20.45	6.25		44	48	

Oral Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
6	20.00	47.62		45.00	47.62		15.00	4.76		20.00	0.00		20	21	
7	47.06	50.00		35.29	42.86		5.88	7.14		11.76	0.00		17	14	
8	*	61.54		*	23.08		*	0.00		*	15.38		*	13	
All Grades	27.27	52.08		45.45	39.58		11.36	4.17		15.91	4.17		44	48	

Written Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
6	10.00	9.52		20.00	42.86		15.00	23.81		55.00	23.81		20	21	
7	17.65	28.57		29.41	21.43		41.18	42.86		11.76	7.14		17	14	
8	*	38.46		*	30.77		*	15.38		*	15.38		*	13	
All Grades	11.36	22.92		22.73	33.33		25.00	27.08		40.91	16.67		44	48	

Listening Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
6	20.00	23.81		60.00	71.43		20.00	4.76		20	21	
7	23.53	21.43		64.71	71.43		11.76	7.14		17	14	
8	*	61.54		*	15.38		*	23.08		*	13	
All Grades	18.18	33.33		63.64	56.25		18.18	10.42		44	48	

Speaking Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
6	35.00	60.00		40.00	40.00		25.00	0.00		20	20	
7	82.35	71.43		5.88	28.57		11.76	0.00		17	14	
8	*	76.92		*	7.69		*	15.38		*	13	
All Grades	56.82	68.09		25.00	27.66		18.18	4.26		44	47	

Reading Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
6	10.00	14.29		30.00	42.86		60.00	42.86		20	21	
7	35.29	21.43		29.41	57.14		35.29	21.43		17	14	
8	*	30.77		*	38.46		*	30.77		*	13	
All Grades	18.18	20.83		27.27	45.83		54.55	33.33		44	48	

Writing Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
6	15.00	35.00		60.00	60.00		25.00	5.00		20	20	
7	5.88	35.71		82.35	64.29		11.76	0.00		17	14	
8	*	23.08		*	61.54		*	15.38		*	13	
All Grades	9.09	31.91		70.45	61.70		20.45	6.38		44	47	

**Conclusions based on this data:**

1. In 21/22 75% of students were at Level 3 or 4 on the ELPAC. which positively reflects our school-wide focus on integrated ELD.
2. Overall, students performed higher in speaking and listening
3. Students need the most support in writing, which holds true with our non-EL population as well.



# School and Student Performance Data

## Student Population

For the past two years, many state and federal accountability requirements were waived or adjusted due to the impact of the COVID-19 pandemic on LEAs, schools, and students. Beginning with the 2021-22 school year, the requirements to hold schools and districts accountable for student outcomes has returned with the release of the 2022 California School Dashboard (Dashboard). The Every Student Succeeds Act is requiring all states to determine schools eligible for support. Similarly, under state law, Assembly Bill (AB) 130, which was signed into law in 2021, mandates the return of the Dashboard using only current year performance data to determine LEAs for support. Therefore, to meet this state requirement, only the 2021-22 school year data will be reported on the 2022 Dashboard for state indicators. (Data for Change [or the difference from prior year] and performance colors will not be reported.)

This section provides information about the school's student population.

2021-22 Student Population			
<b>Total Enrollment</b>	<b>Socioeconomically Disadvantaged</b>	<b>English Learners</b>	<b>Foster Youth</b>
<b>565</b>	<b>32.9</b>	<b>10.8</b>	Students whose well being is the responsibility of a court.
Total Number of Students enrolled in Mission Hill Middle School.	Students who are eligible for free or reduced priced meals; or have parents/guardians who did not receive a high school diploma.	Students who are learning to communicate effectively in English, typically requiring instruction in both the English Language and in their academic courses.	

2021-22 Enrollment for All Students/Student Group		
Student Group	Total	Percentage
<b>English Learners</b>	61	10.8
<b>Foster Youth</b>		
<b>Homeless</b>	2	0.4
<b>Socioeconomically Disadvantaged</b>	186	32.9
<b>Students with Disabilities</b>	94	16.6

Enrollment by Race/Ethnicity		
Student Group	Total	Percentage
<b>African American</b>	11	1.9
<b>American Indian</b>		
<b>Asian</b>	17	3.0
<b>Filipino</b>	1	0.2
<b>Hispanic</b>	185	32.7
<b>Two or More Races</b>	38	6.7
<b>Pacific Islander</b>	1	0.2
<b>White</b>	306	54.2

**Conclusions based on this data:**

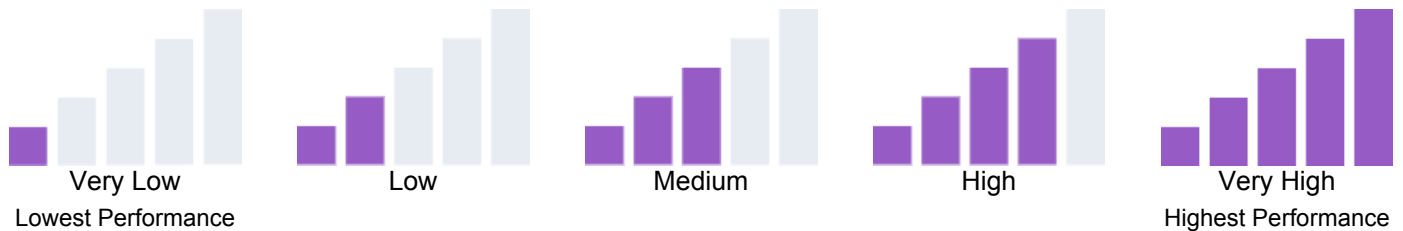
1. In 21/22, socioeconomically disadvantaged student were our largest student group, followed by students with disabilities and ELs.
2. In 21/22, white made up our largest race/ethnic group, followed by Hispanic.
3. African American, Asian, Filipino, and Pacific Islander combined were less than 10% of our race/ethnic groups.

# School and Student Performance Data

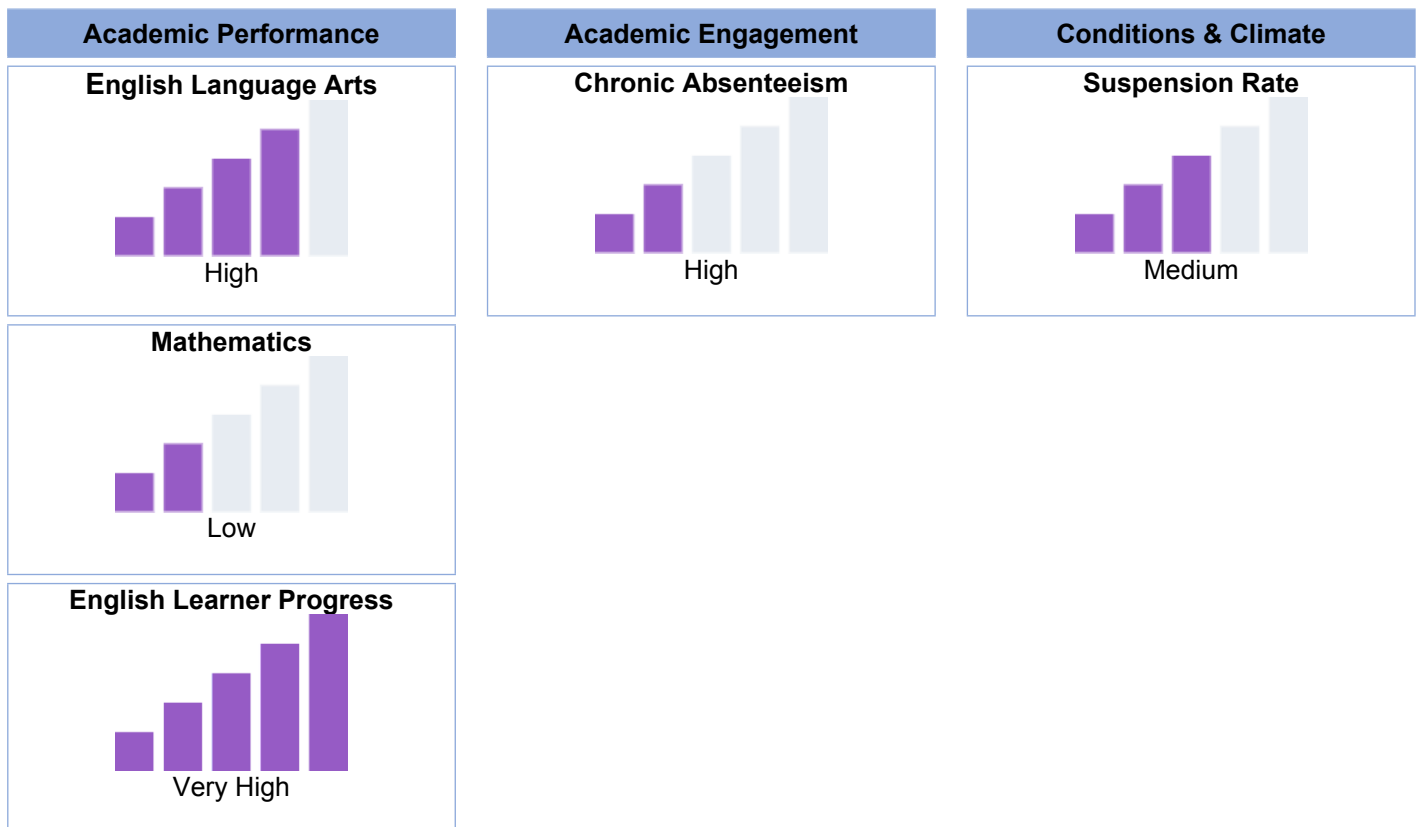
## Overall Performance

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



### 2022 Fall Dashboard Overall Performance for All Students



#### Conclusions based on this data:

1. In 2022, overall performance was high in ELA and low in math on the CA Dashboard. Our local assessment data predicts an increase in both ELA and math for 2023
2. In 2022, suspension rates were medium and chronic absenteeism was high. Our site data predicts a significant drop in suspensions and a slight drop in chronic absenteeism for 2023

- 
- 
3. In 2022, ELs showed tremendous growth, and the same appears true for 2023.

# School and Student Performance Data

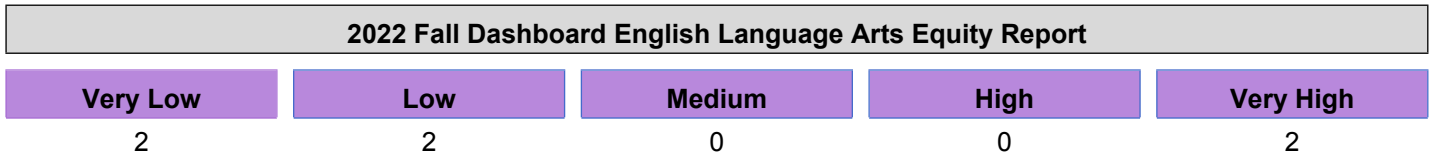
## Academic Performance English Language Arts

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

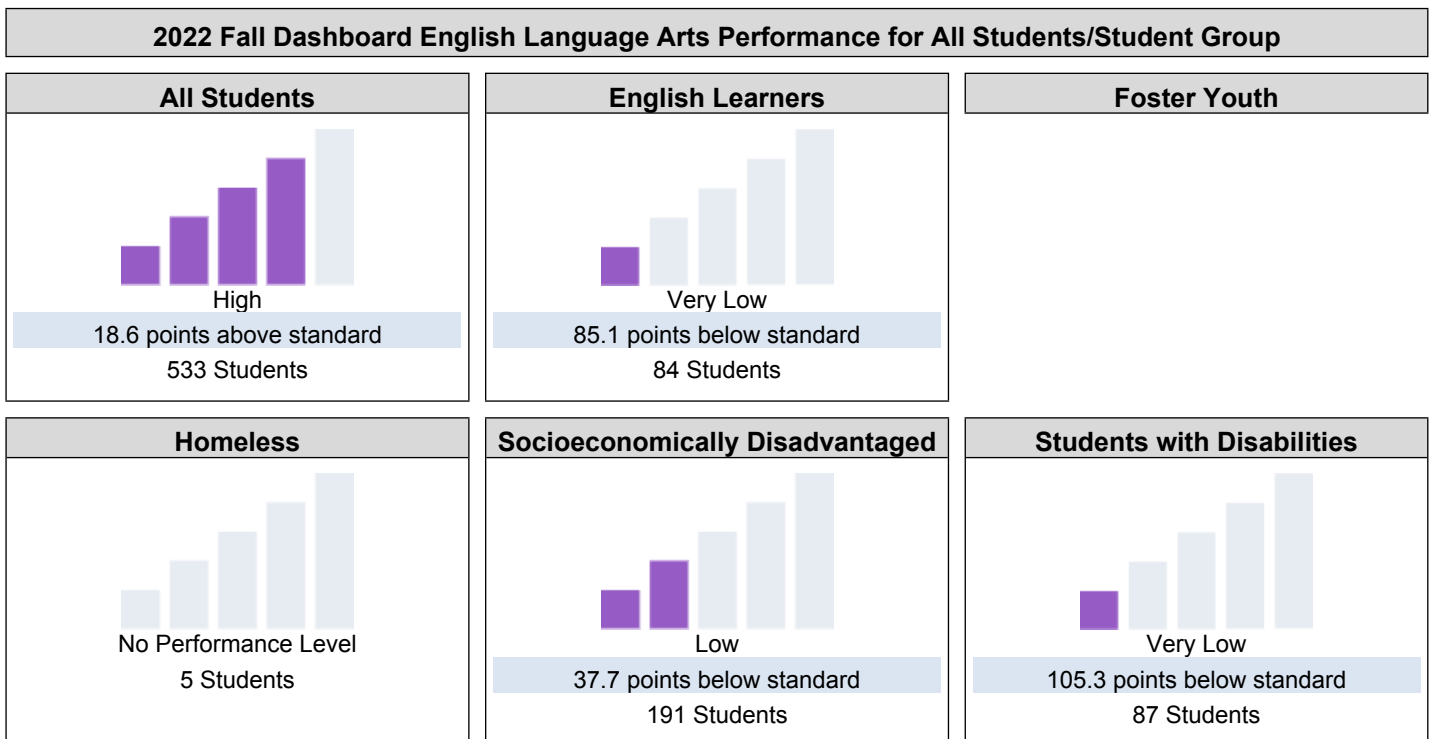
Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



This section provides number of student groups in each level.

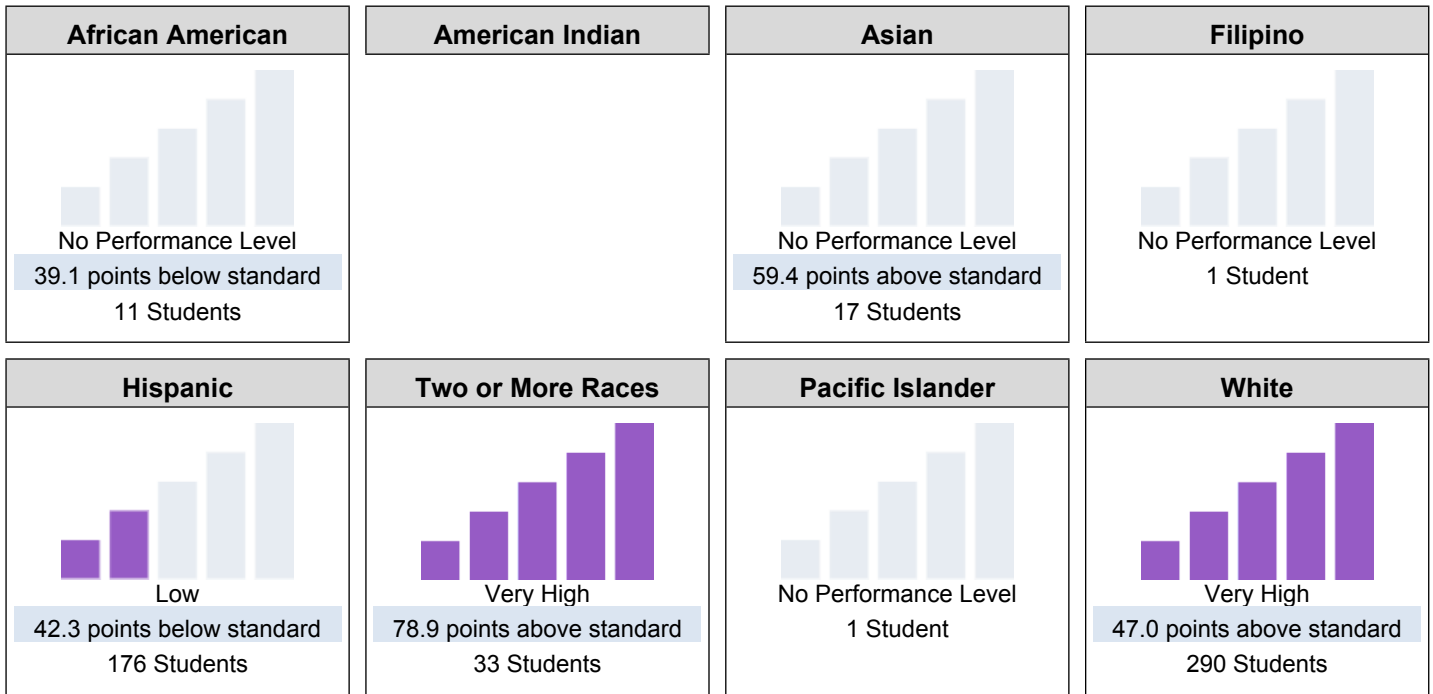


This section provides a view of how well students are meeting grade-level standards on the English Language Arts assessment. This measure is based on student performance on either the Smarter Balanced Summative Assessment or the California Alternate Assessment, which is taken annually by students in grades 3–8 and grade 11.





## 2022 Fall Dashboard English Language Arts Performance by Race/Ethnicity



This section provides additional information on distance from standard for current English learners, prior or Reclassified English learners, and English Only students in English Language Arts.

## 2022 Fall Dashboard English Language Arts Data Comparisons for English Learners

Current English Learner	Reclassified English Learners	English Only
<p>100.7 points below standard</p> <p>44 Students</p>	<p>68.0 points below standard</p> <p>40 Students</p>	<p>38.7 points above standard</p> <p>394 Students</p>

### Conclusions based on this data:

1. In 2022, all student scored high in the ELA. English Learners and Students with Disabilities struggled the most on the ELA assessment.
2. In 2022, students who identified as white scored very high, while student who identified as Hispanic scored low.
3. The achievement gap is narrowing, but 2022 result show there is still work to be done.

# School and Student Performance Data

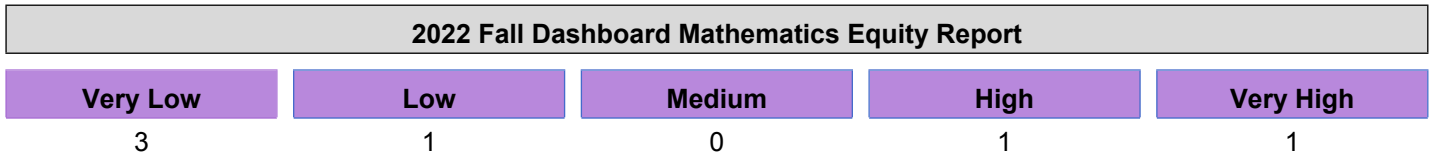
## Academic Performance Mathematics

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

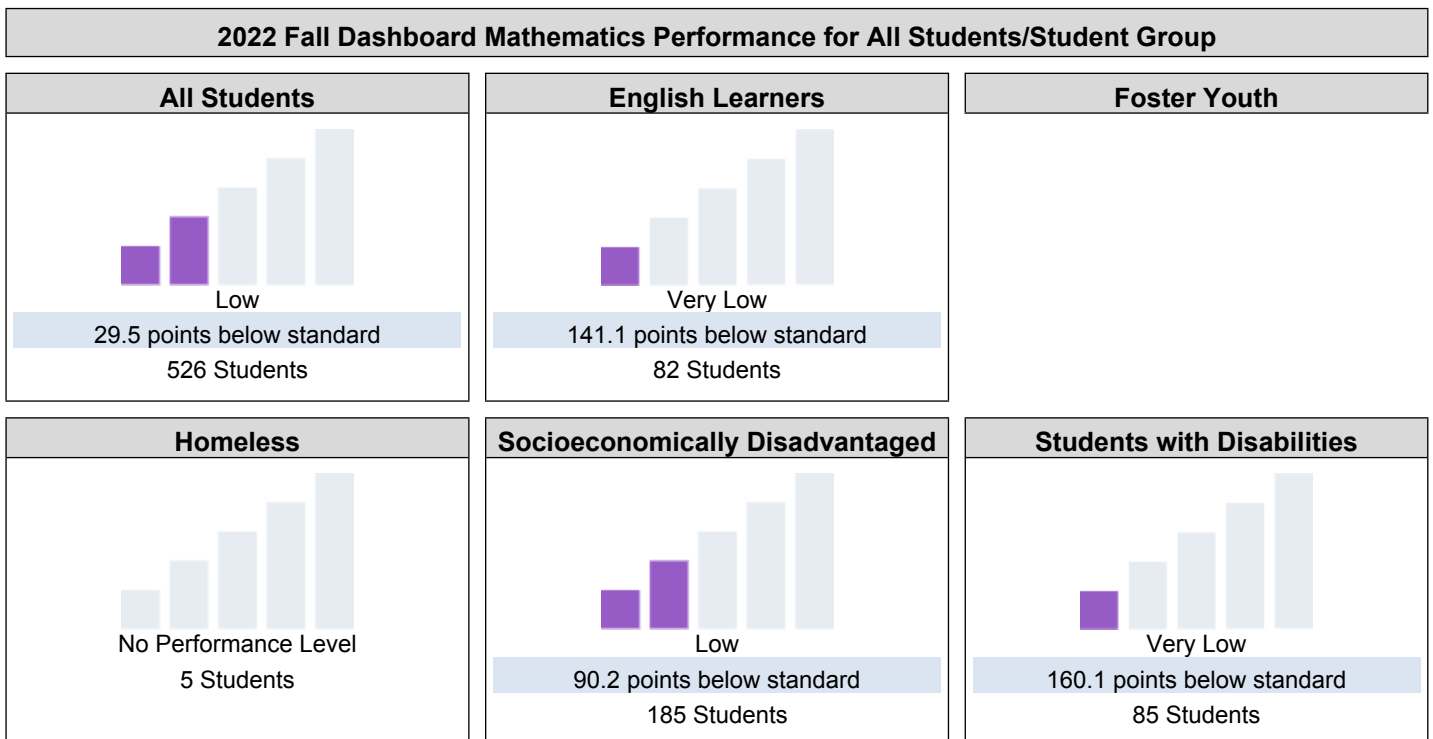
Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



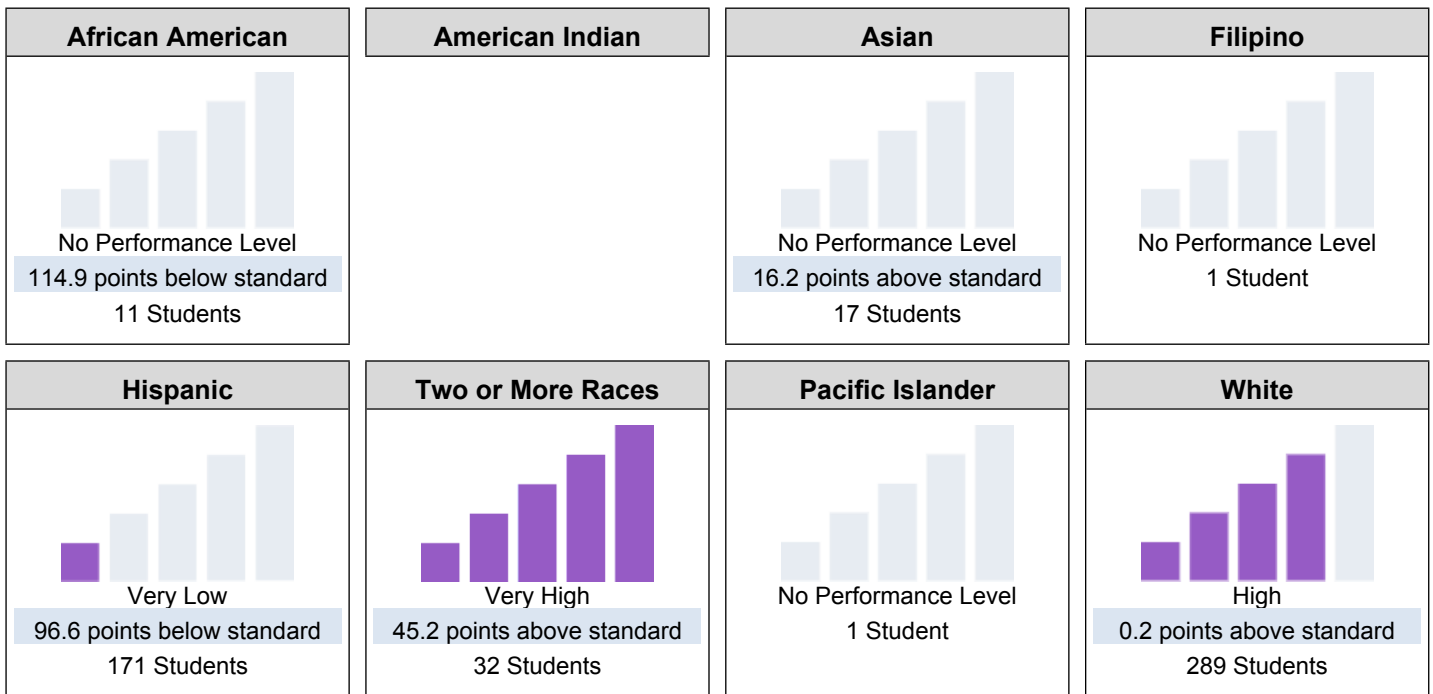
This section provides number of student groups in each level.



This section provides a view of how well students are meeting grade-level standards on the Mathematics assessment. This measure is based on student performance either on the Smarter Balanced Summative Assessment or the California Alternate Assessment, which is taken annually by students in grades 3–8 and grade 11.



### 2022 Fall Dashboard Mathematics Performance by Race/Ethnicity



This section provides additional information on distance from standard for current English learners, prior or Reclassified English learners, and English Only students in mathematics

### 2022 Fall Dashboard Mathematics Data Comparisons for English Learners

Current English Learner	Reclassified English Learners	English Only
154.5 points below standard 43 Students	126.5 points below standard 39 Students	10.0 points below standard 392 Students

#### Conclusions based on this data:

1. Overall, MHMS students struggled more with math than ELA on the 2022 CAASPP.
2. All Students scored low in math, while English Learners and Students with Disabilities scored very low. This pattern matched in both math and ELA.

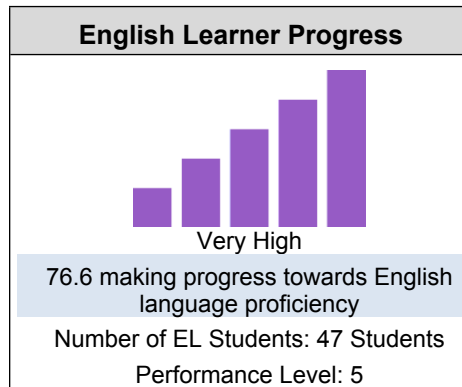
# School and Student Performance Data

## Academic Performance English Learner Progress

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

This section provides information on the percentage of current EL students making progress towards English language proficiency or maintaining the highest level.

### 2022 Fall Dashboard English Learner Progress Indicator



This section provides a view of the percentage of current EL students who progressed at least one ELPI level, maintained ELPI level 4, maintained lower ELPI levels (i.e, levels 1, 2L, 2H, 3L, or 3H), or decreased at least one ELPI Level.

### 2022 Fall Dashboard Student English Language Acquisition Results

Decreased One ELPI Level	Maintained ELPI Level 1, 2L, 2H, 3L, or 3H	Maintained ELPI Level 4	Progressed At Least One ELPI Level
4.3%	19.1%	6.4%	70.2%

#### Conclusions based on this data:

- MHMS has worked very hard to support English Learners.
- 76/6% of our English Learners are making progress toward proficiency.

# School and Student Performance Data

## Academic Performance College/Career Report

College/Career data provides information on whether high school students are prepared for success after graduation based on measures like graduation rate, performance on state tests, and college credit courses. College/Career data was not reported in 2022.

### Conclusions based on this data:

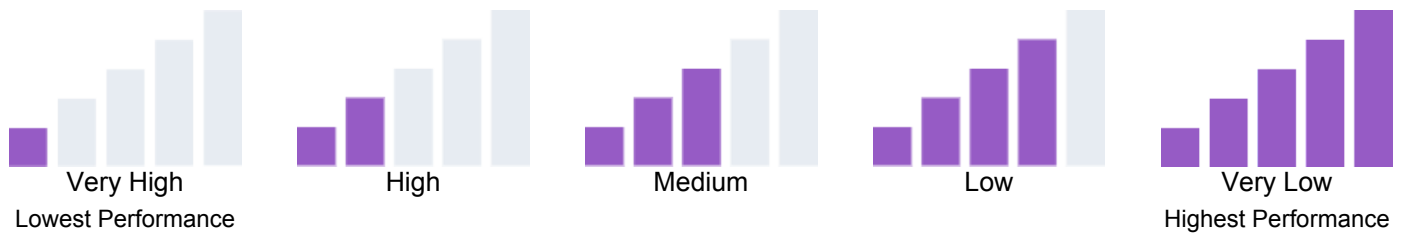
1. N/A

# School and Student Performance Data

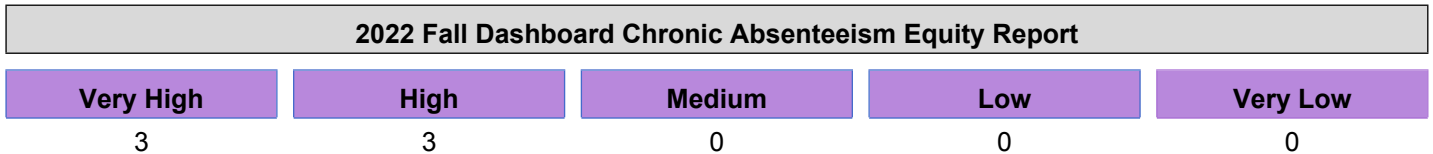
## Academic Engagement Chronic Absenteeism

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

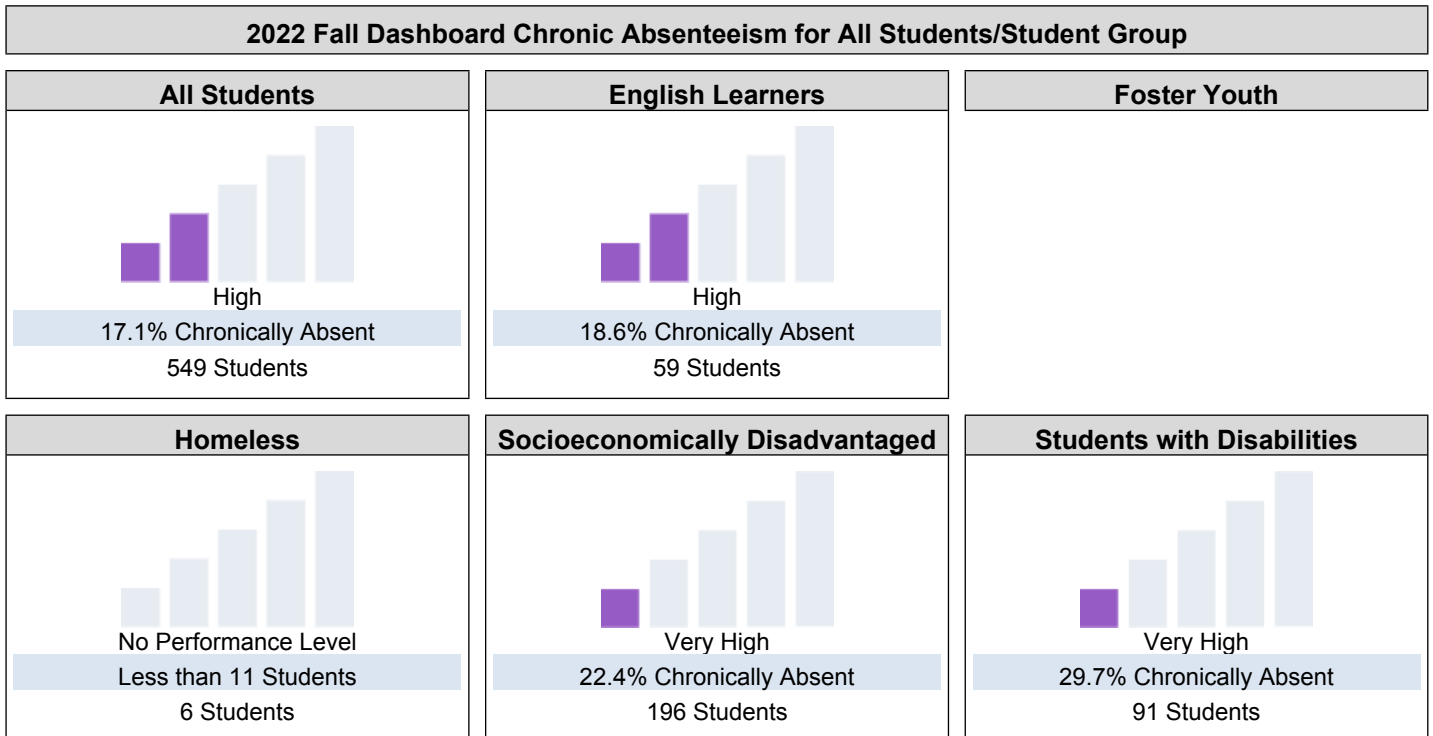
Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



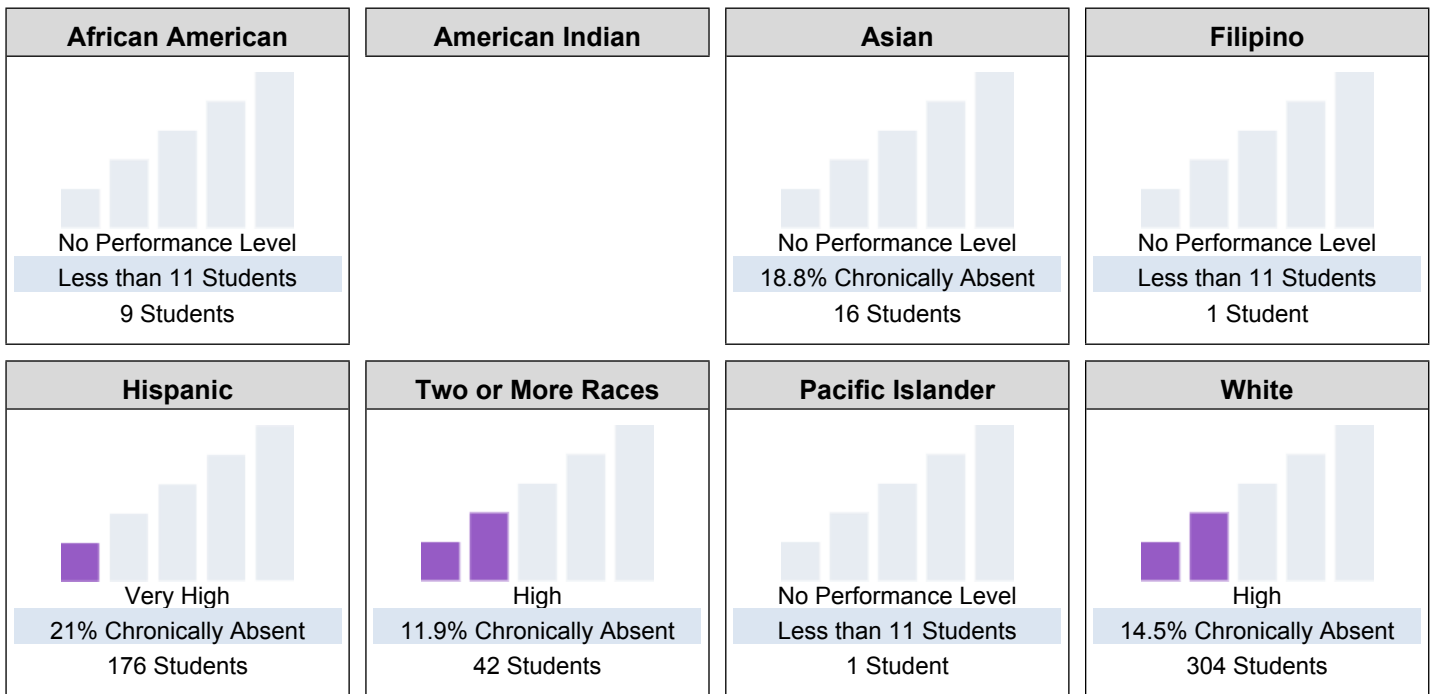
This section provides number of student groups in each level.



This section provides information about the percentage of students in kindergarten through grade 8 who are absent 10 percent or more of the instructional days they were enrolled.



**2022 Fall Dashboard Chronic Absenteeism by Race/Ethnicity**



**Conclusions based on this data:**

1. COVID had an impact on chronic absenteeism, resulting in a high chronic absenteeism for All Students.
2. In 2022, Students with Disabilities was our most challenging group in regard to chronic absenteeism, and continues to be in 2023.
3. We are working on outreach and interventions to improve chronic absenteeism for Students with Disabilities in 2024.





# School and Student Performance Data

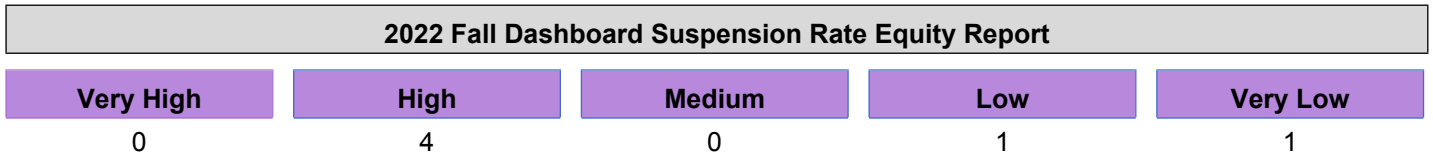
## Conditions & Climate Suspension Rate

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

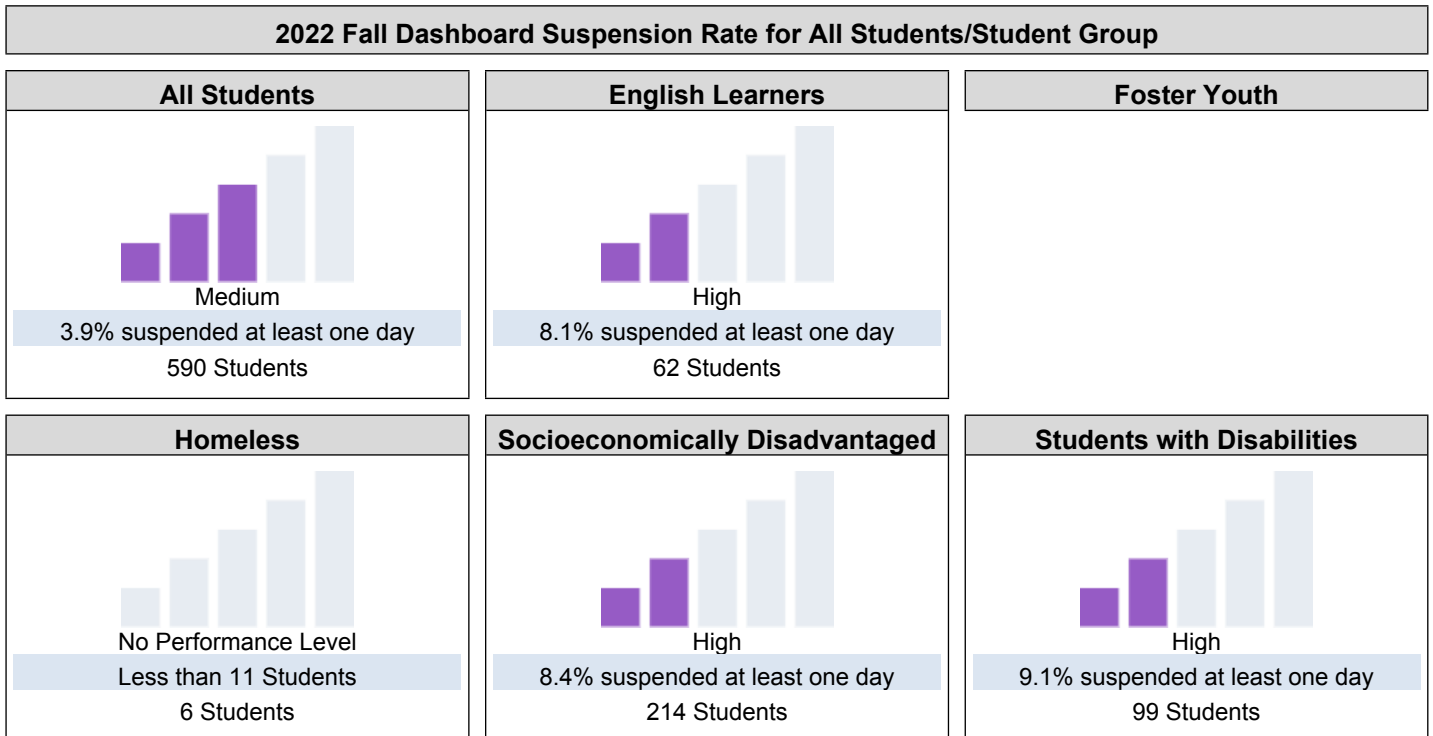
Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



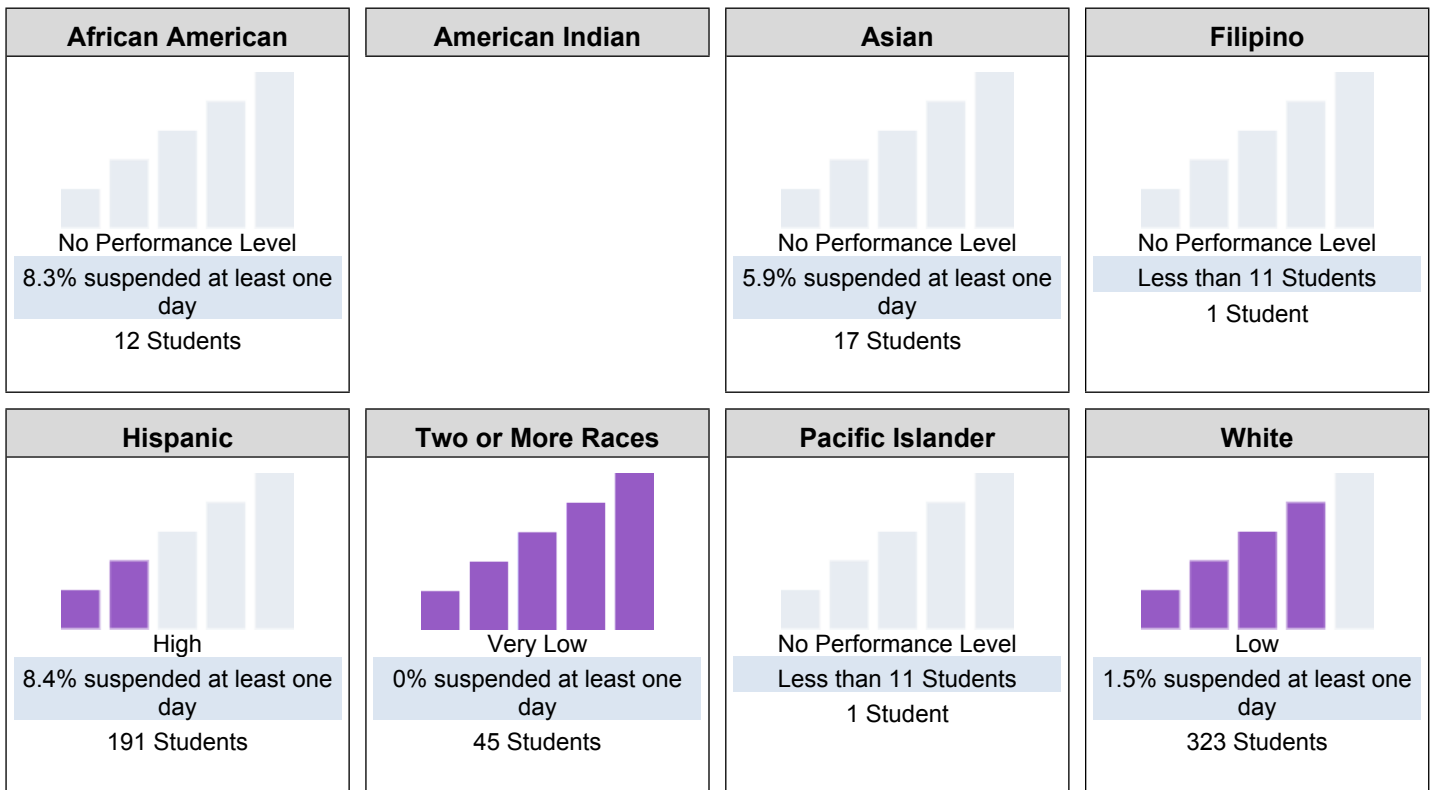
This section provides number of student groups in each level.



This section provides information about the percentage of students in kindergarten through grade 12 who have been suspended at least once in a given school year. Students who are suspended multiple times are only counted once.



**2022 Fall Dashboard Suspension Rate by Race/Ethnicity**



**Conclusions based on this data:**

1. Following COVID and Distance Learning, 2022 was a challenging year for student behavior.
2. Suspension rates spiked in 2022.
3. MHMS has used outreach, intervention, and alternatives to suspension to dramatically improve suspension rates in 2023.

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## LEA/LCAP Goal

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.

## Goal 1

MHMS will create an educational environment that supports all learners in achieving high levels of literacy. We will achieve high "overall" scores on CAASPP and I-Ready Diagnostic, and close learning gaps within student demographic groups by focusing on high impact instructional strategies, including integrated ELD, student engagement, and classroom culture.

## Identified Need

Ever ELs and Special Education students scored "very low" in ELA on the 21-22 CAASPP. Students in these categories need additional supports to increase performance and score proportionally to the overall student population.

## Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
"Overall" student performance will improve by 3 points on the CAASPP ELA assessment. Additionally, each demographic group will show growth proportional to the overall student population.	18.6 points above standard	21.6 points above standard
On the ELPAC assessment, we will maintain a high rate (76.6%) of English Learners who make progress toward English Language proficiency	76.6%	76.7%
70% of students will be on or above grade level on the Spring I-Ready Reading diagnostic. Additionally, each demographic group will show	N/A (no previous Spring I-Ready)	70%

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
growth proportional to the overall student population.		
Principal walk-through data will show implementation of integrated ELD, social/emotional learning, and PBIS strategies 85% of the time.	80%	85%

Complete a copy of the Strategy/Activity table for each of the school’s strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

### Strategy/Activity 1

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students, EL students, RSP student, struggling students

#### Strategy/Activity

Collaborative Team meetings will occur weekly to focus on aligning curriculum and implementing high impact instructional strategies, including integrated ELD, social/emotional learning, and PBIS. Teams will develop learning goals, success criteria, and create formative assessments. They will examine student work and design next steps for intervention and extension. Additionally, MHMS PLC teams will dedicate 5 of their meeting times to collaborate with B40 to build collective efficacy.

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

### Strategy/Activity 2

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students, EL students, RSP student, struggling students

#### Strategy/Activity

Students’ reading levels will be assessed through the i-Ready and CAASPP reading diagnostic assessment. The data gathered from this diagnostic will be used to determine student placement in Tier 2/3 reading interventions and to create differentiated instruction in Tier 1 classrooms.

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

500	LCFF - Supplemental 4000-4999: Books And Supplies Incentives, snacks, and supplies
-----	--

**Strategy/Activity 3**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Tier 2 Students in Math and Reading
-------------------------------------

**Strategy/Activity**

A tutor coordinator will coordinate and implement a Tier 2 literacy program (Read+) , and tutors will support students in small groups and one-on-one intervention.
---

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

1,600	District Funded 4000-4999: Books And Supplies Learning Ally
2,416	ESSER 1000-1999: Certificated Personnel Salaries Peer Tutor Coordinator Stipend
35,000	ESSER 2000-2999: Classified Personnel Salaries Hourly pay for paraeducators

**Strategy/Activity 4**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All students, struggling students, ELD students, Resource students
--

**Strategy/Activity**

An RtI Coordinator will monitor the progress of students in Tier 1, 2, 3 interventions and work with admin and teachers to design/adapt reading and writing interventions as needed.
--

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

80,000

District Funded  
1000-1999: Certificated Personnel Salaries  
.8 FTE Rtl Coordinator

## **Strategy/Activity 5**

### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All students, struggling students, ELD students, Resource students

### Strategy/Activity

Admin, RTI, and SCIL will conduct classroom walk through observations to gather data on implementation of integrated ELD, social/emotional learning, and PBIS. The data will be used to inform instruction, provide feedback, and develop meaningful PD.

### **Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

## **Strategy/Activity 6**

### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All Students

### Strategy/Activity

The MHMS School Site Council will meet 4 times per year to monitor the implementation of the site plan and budget, to examine schoolwide data, to provide input, and to make changes as necessary.

### **Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

## **Strategy/Activity 7**

### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All students, EL students, RSP student, struggling students

### Strategy/Activity

The MHMS SCIL team will be composed of teacher representatives from each content area, a counselor, the RTI coordinator, and administration. SCIL team will meet monthly to plan and deliver professional development, examine schoolwide data, support student growth, and make leadership decisions for the site.

### **Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

16,830

District Funded  
1000-1999: Certificated Personnel Salaries  
SCIL stipend

### **Strategy/Activity 8**

#### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All students, EL students, RSP student, struggling students

#### Strategy/Activity

Staff will be provided with opportunities to participate in innovative professional development related to Goal 1 and its action steps.

### **Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

8,000

Title IV Part A: Student Support and Academic Enrichment  
5800: Professional/Consulting Services And Operating Expenditures  
professional development activities and expenses

### **Strategy/Activity 9**

#### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All students, EL students, RSP student, struggling students

#### Strategy/Activity

Mission Hill will replace aging and damaged technology (i.e. Chromebook, headphones, printers, projectors, speakers, teacher laptops, etc.) at a rate of approximately 25% per year, as well as the purchase of new technology. Additionally, aging and damaged classroom furniture will be replaced as needed to support high quality instruction.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

5,000

LCFF - Supplemental  
6000-6999: Capital Outlay  
replacement tech

**Strategy/Activity 10**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All students

**Strategy/Activity**

Teachers will receive an electronic "Teacher Binder" which identifies all special population students (EL, RFEP, Resource, 504, in transition, etc.), houses IEPs and 504 Plans, and all handouts from PD.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

**Strategy/Activity 11**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

AVID Students

**Strategy/Activity**

AVID will support students with literacy, organization, and other academic skills. Student materials and instructional materials will be purchased to support the AVID program, and AVID teachers will attend AVID PD as needed. The AVID Site Team will meet monthly to create the AVID Site Plan, review AVID data, monitor implementation of the AVID strategies, and complete requirements for AVID certification.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

16,000

ESSER  
1000-1999: Certificated Personnel Salaries



	0.2 FTE AVID elective teacher
40,000	District Funded 1000-1999: Certificated Personnel Salaries 0.4 FTE AVID elective teachers
2,000	LCFF - Supplemental 1000-1999: Certificated Personnel Salaries Extra hourly

**Strategy/Activity 12**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

English Language Learners

Strategy/Activity

Designated ELD classes will support multilingual students in reading, writing, speaking, and listening in English. Emphasis will be placed on increasing students' knowledge and use of general academic language as well as providing support with content and skills emphasized in general education classes. Student materials and instructional materials will be purchased, and paraeducator(s) will be hired to support students.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

45,000	ESSER 2000-2999: Classified Personnel Salaries Bilingual paraeducator
15,000	LCFF - Supplemental 2000-2999: Classified Personnel Salaries paraeducator for push-in support for ELs in general education classes
18,000	ESSER 1000-1999: Certificated Personnel Salaries .2 FTE for ELD/Newcomer release period
18,000	LCFF 1000-1999: Certificated Personnel Salaries .2 ELD/Newcomer teacher

**Strategy/Activity 13**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

English Language Learners

Strategy/Activity

ELAC will be used as an outreach vehicle to Spanish-speaking families.

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

1,000	Parent-Teacher Association (PTA) 0000: Unrestricted refreshments
350	LCFF - Supplemental 1000-1999: Certificated Personnel Salaries extra hourly for translation services

### Strategy/Activity 14

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All struggling students, English Language Learners, and Special Education

#### Strategy/Activity

Read 180 (Tier 3 interventions) will support students far below grade level with reading. Instructional materials will be purchased to support this. In addition, System 44, the phonics program aligned with Read 180, will be used in Tier 3 classrooms including SPED to support readers who are far below grade level.

Read Plus (Tier 2 intervention) will support students below grade level in reading. Instructional materials will be purchased and extra hourly pay will be given to those designing and implementing the curriculum. Learning Ally will continue to be used as a resource to support readers who need audio books.

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

20,000	LCFF 1000-1999: Certificated Personnel Salaries .2 FTE Read 180 Teacher
17,000	Lottery: Instructional Materials 4000-4999: Books And Supplies Read 180 curriculum
1200	Lottery: Instructional Materials 4000-4999: Books And Supplies SIPPS Curriculum
8000	LCFF - Supplemental 1000-1999: Certificated Personnel Salaries

extra hourly Read Plus teachers

## Strategy/Activity 15

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

### Strategy/Activity

We will replenish and update our library with high interest, relevant novels and non-fiction reading selections.

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

5000

LCFF - Supplemental  
4000-4999: Books And Supplies  
Library books

## Strategy/Activity 16

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

English Learners and RFEP Students

### Strategy/Activity

LRT meetings will happen twice yearly to monitor the progress of EL and RFEP students. New teachers will receive training from ELD teachers on how to use ELPP and their role in LRTs.

In addition, The ELD Task Force will meet monthly to review data regarding English Language (EL) Learners, examine our practices/protocols for serving ELs and their families, and to make recommendations for changes targeted to reduce the instructional gap. Members of the ELD Task Force will include Designated ELD teachers, the School Community Coordinator, the WAVE Coordinator, the RTI Coordinator, representatives from admin and counseling, and teacher reps from across content areas.

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

2000	LCFF - Supplemental 1000-1999: Certificated Personnel Salaries Roving Guest Teachers
2000	LCFF - Supplemental 1000-1999: Certificated Personnel Salaries extra hourly ELD Task Force
1300	LCFF - Supplemental 1000-1999: Certificated Personnel Salaries extra hourly ELPP completion

### Strategy/Activity 17

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

#### Strategy/Activity

Admin, ELA staff, Teacher Librarian, and district staff will work together to implement a new reading comprehension program to be used with all students.

All students will be provided an English composition book

In addition, SDC classes will continue to work with students that are far below grade level using leveled readings with comprehension questions from Reading A-Z.

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

5000	Lottery: Instructional Materials 4000-4999: Books And Supplies Accelerated Reader program
120	LCFF - Supplemental 4000-4999: Books And Supplies Reading A-Z Subscription
1100	LCFF - Supplemental 4000-4999: Books And Supplies English composition books

### Strategy/Activity 18

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

## ELD, RSP, and AVID Students

### Strategy/Activity

We will offer the option of a Zero Period PE to provide ELD, RSP, AVID, and other student groups with the ability to have a preferred elective class.

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

20,000

LCFF - Base  
1000-1999: Certificated Personnel Salaries  
.2 FTE PE teacher

### Strategy/Activity 19

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

### Strategy/Activity

To support all teachers in having appropriate, grade level, and differentiated texts for all students, a NewsELA license will be purchased. This paid version of NewsELA will integrate directly with Google Classroom. In addition, NewsELA training will be made available to all staff.

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

6,000

District Funded  
4000-4999: Books And Supplies  
subscription and license

### Strategy/Activity 20

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

### Strategy/Activity

Department teams may receive release time for extended collaboration (curriculum alignment, developing common formative assessments, implementing integrated ELD, strengthening SEL practices, etc.) Release time is limited to 1 day per semester and time must be taken as a team.

Additionally, an agenda is due to the Principal at least 3 days in advance of the release day and minutes are due at least 1 day after the release day.

### **Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

8,000

District Funded  
1000-1999: Certificated Personnel Salaries  
guest teachers

## **Annual Review**

### **SPSA Year Reviewed: 2022-23**

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

### **ANALYSIS**

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

Mission Hill Middle School implemented the 2022/23 SPSA Goal 1 to fidelity. In particular, strategies and activities associated with this goal supported student achievement in ELA CAASPP, Reading I-Ready, and ELPAC. Overall, MHMS students were 18.6 point above standard on the ELA CAASPP, 52% of all students met their annual typical growth by the the winter I-Ready reading diagnostic, and 76% of English Learners were proficient on the ELPAC.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

There were no major differences in intended and actual expenditures.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

Most strategies/activities will maintain their implementation and budget from 2022/23 to 2023/24. Strategy/activity 8 increases PD to support teachers with literacy instruction. Strategy/activity 12 increases support for ELs. Strategy/activity 14 increases support for Special Education students. We have also added funds to ensure every student receives a composition notebook.

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## LEA/LCAP Goal

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.

## Goal 2

MHMS will create an educational environment that supports all learners in high levels of achievement in mathematics. We will achieve high overall scores on CAASPP and I-Ready Diagnostic, and close learning gaps within student demographic groups by focusing on high impact instructional strategies, including integrated ELD, student engagement, and classroom culture.

## Identified Need

Hispanic, Ever ELs, and Special Education students scored "very low" in math on the 21-22 CAASPP. Students in these categories need additional supports to increase performance and score proportionally to the overall student population.

## Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
"Overall" student performance will improve by 5 point on the CAASPP math assessment. Additionally, each demographic group will show growth proportional to the overall student population.	29.5 points below standard	24.5 points below standard
70% of students will be on or above grade level on the Spring I-Ready math diagnostic. Additionally, each demographic group will show growth proportional to the overall student population.	N/A (no previous Spring I-Ready)	70%
Principal walk-through data will show implementation of integrated ELD, social/emotional learning, and PBIS strategies 85% of the time.	80%	85%

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

### **Strategy/Activity 1**

#### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All Students

#### **Strategy/Activity**

Collaborative Team meetings will occur weekly to focus on aligning curriculum and implementing high impact instructional strategies, including integrated ELD, social/emotional learning, and PBIS. Teams will develop learning goals, success criteria, and create formative assessments. They will examine student work and design next steps for intervention and extension. Additionally, MHMS PLC teams will dedicate 5 of their meeting times to collaborate with B40 to build collective efficacy.

#### **Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

### **Strategy/Activity 2**

#### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All students, struggling math students

#### **Strategy/Activity**

Students' math levels will be assessed through the i-Ready and CAASPP math diagnostic assessment. The data gathered from this diagnostic will be used to determine student placement in Tier 2/3 reading interventions and to create differentiated instruction in Tier 1 classrooms.

#### **Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

See Goal #1, Strategy #2 for budget information.

### **Strategy/Activity 3**

#### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)



Tier 2 students, students struggling in math

Strategy/Activity

A tutor coordinator will coordinate and implement a Tier 2 math program (Math+ and Math Mentors), and tutors will support students in small groups and one-on-one intervention.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

See Goal #1, Strategy #3 for budget information.

**Strategy/Activity 4**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All students

Strategy/Activity

4. The Rtl Coordinator will monitor the progress of students in Tier 1, 2, 3 interventions and work with admin and teachers to design/adapt math interventions as needed.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

See Goal #1, Strategy #4 for budget information.

**Strategy/Activity 5**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All students

Strategy/Activity

Admin, RTI, and SCIL will conduct classroom walk through observations to gather data on implementation of integrated ELD, social/emotional learning, and PBIS. The data will be used to inform instruction, provide feedback, and develop meaningful PD.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

### **Strategy/Activity 6**

#### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All Students

#### Strategy/Activity

The MHMS School Site Council will meet 4 times per year to monitor the implementation of the site plan and budget, to examine schoolwide data, to provide input, and to make changes as necessary.

#### **Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

See Goal #1, Strategy #6 for budget information.

### **Strategy/Activity 7**

#### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All students

#### Strategy/Activity

The MHMS SCIL team will be composed of teacher representatives from each content area, a counselor, the RTI coordinator, and administration. SCIL team will meet monthly to plan and deliver professional development, examine schoolwide data, support student growth, and make leadership decisions for the site.

#### **Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

See Goal #1, Strategy #7 for budget information.

### **Strategy/Activity 8**

#### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All students, students struggling with Math

#### Strategy/Activity

Staff will be provided with opportunities to participate in innovative professional development related to Goal 2 and its action steps. Specifically, Math teachers will receive ongoing support and PD with the CPM curriculum.

#### **Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

See Goal #1, Strategy #8 for budget information.

#### **Strategy/Activity 9**

##### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All students

#### Strategy/Activity

Mission Hill will replace aging and damaged technology (i.e. chromebooks, headphones, printers, projectors, speakers, teacher laptops, etc.) at a rate of approximately 25% per year, as well as the purchase of new technology. Additionally, aging and damaged classroom furniture will be replaced as needed to support high quality instruction.

#### **Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

See Goal #1, Strategy #9 for budget information.

#### **Strategy/Activity 10**

##### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All Students, struggling Math students

#### Strategy/Activity

WAVE will focus on math support and help students with math work completion and math grades. WAVE staff will work 1:1 and in small groups to support math. Special focus will also be given to relationship-building and socio-emotional support for students.

### **Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

20,000	District Funded 2000-2999: Classified Personnel Salaries after school program coordinator
18,000	Parcel Tax 2000-2999: Classified Personnel Salaries program paraeducators
1,000	Lottery: Instructional Materials 4000-4999: Books And Supplies curriculum supports

### **Strategy/Activity 11**

#### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All Students

#### Strategy/Activity

Khan Academy, Khan Academy Spanish, and I-Ready will be used to support instruction for Spanish-speaking students and English-speaking students below grade level.

### **Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

	Khan Academy is a free online curricular resource.
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### **Strategy/Activity 12**

#### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All Students, Struggling Math Students

#### Strategy/Activity

Mindset Math (Tier 3) will support students who are far below grade level in math. Student materials, instructional materials, and technology will be purchased to support this intervention class.

Math Plus (Tier 2) will support students below grade level. Student materials, instructional materials, and technology will be purchased to support this intervention class. Extra hourly pay will be given to those teachers designing and implementing this curriculum and program.

A Math Course 1 class will be co-taught, serving students in need of extra support and intervention. All students will receive a graph paper notebook to support their development of CPM standards.

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

20,000	LCFF 1000-1999: Certificated Personnel Salaries .2 FTE Mindset Math teacher
20,000	LCFF 1000-1999: Certificated Personnel Salaries .2 FTE Co-Teacher Math Course 1
8,000	LCFF - Supplemental 1000-1999: Certificated Personnel Salaries extra hourly Math+ teachers
1100	LCFF - Supplemental 4000-4999: Books And Supplies graph paper notebooks

### Strategy/Activity 13

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students, Struggling Math Students

#### Strategy/Activity

Paraeducators will push into math classes to provide support to students below grade level (as determined by i-Ready Math Diagnostic testing) who are unable to participate in WAVE or MHMS Peer Tutoring.

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

	See Goal #1, Strategy #3 for budget information
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### Strategy/Activity 14

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

### Strategy/Activity

A Computer Science class will be added to the math offerings to enhance and enrich students' knowledge and develop 21st Century skills.

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

20,000

District Funded  
1000-1999: Certificated Personnel Salaries  
.2 FTE for Computer Science Teacher

3,000

Lottery: Instructional Materials  
4000-4999: Books And Supplies  
curriculum software

## Annual Review

### SPSA Year Reviewed: 2022-23

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

## ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

Mission Hill Middle School implemented the 2022/23 SPSA Goal 2 to fidelity. In particular, strategy and activities associated with this goal supported students in Math CAASPP, and Math I-Ready. Overall, MHMS students were 29.5 point below standard on the ELPAC and 41% of all students met their annual typical growth by the the winter I-Ready math diagnostic.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

There were no major differences in intended and actual expenditures.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

Most strategies/activities will maintain their implementation and budget from 2022/23 to 2023/24. Strategy/activity 8 increases PD to support teachers with math instruction. Strategy/activity 12 will add a co-taught math class to increases support for ELs and Special Education students. Strategy/activity 14 will add a computer science course, to increase access and opportunity for all students to 21st century skills. We have also added funds to ensure every student receives a graph paper notebook.

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## LEA/LCAP Goal

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.

Goal #6: SCCS will maintain strong communication and partnerships with its diverse community.

## Goal 3

MHMS will improve school climate and culture by focusing on students' behavioral, social, and emotional needs. We will continue our implementation of schoolwide Positive Behavioral Interventions and Supports (PBIS), reduce our chronic absenteeism rate and suspension rates, create safe, welcoming and inclusive learning environments for all students, and expand our afterschool and arts programs.

## Identified Need

SED, Hispanic, ELs, and Special Education students had higher rates of suspension than the overall student population. Students in these categories need extra support to lower the rate of suspension. SED, Hispanic, and Special Education students had higher rates of chronic absenteeism than the overall population. Students in these categories need extra support to lower the rate of chronic absenteeism.

## Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Chronic absenteeism will decrease 3% overall, and 8.5% among students with disabilities	17.1% Overall and 29.7% Special Education	14.1% Overall and 21.2% Special Education
The number of students suspended at least once will decrease by 0.3%	3.9%	3.6%
80% of students will report feeling connected to school on the LCAP.	70%	80%
80% of students will report feeling safe at school on the LCAP.	67%	80%
Principal walk-through data will show implementation of integrated ELD,	80%	85%

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
social/emotional learning, and PBIS strategies 85% of the time.		
Mission Hill will achieve PBIS Silver Medallion status.	N/A	CA PBIS Silver Medallion

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

### Strategy/Activity 1

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

#### Strategy/Activity

The PBIS Team will consist of the PBIS Coordinator, the RTI Coordinator, Admin Counseling, and teachers representatives from across content areas. The PBIS Team will meet monthly to build and refine our PBIS practices, design PBIS protocols, create student incentive programs, monitor data, and determine PD needs for staff.

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

20,000

LCFF  
1000-1999: Certificated Personnel Salaries  
.2 FTE PBIS Coach

### Strategy/Activity 2

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

#### Strategy/Activity

The Social-Emotional Health Survey will be administered to all students. Counseling and Admin staff will take action steps for the whole school, small groups, and individuals as indicated by the survey results.

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.



### Strategy/Activity 3

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

all students, students needing social-emotional support and feeling effects of trauma

#### Strategy/Activity

The Social Emotional Health Specialist will research, coordinate, and implement anti bullying, suicide prevention and awareness, sexual harassment and consent training for students and PD for staff. Students training will be delivered each semester and staff PD will be delivered during monthly staff meetings. Material and resources will be provided free of charge through local agencies such as NAMI, Encompass, and Walnut Ave Women's Center.

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

### Strategy/Activity 4

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

all students, students in Tier 2 and Tier 3 interventions

#### Strategy/Activity

The Rtl Coordinator will monitor the progress of students in Tier 1, 2, 3 interventions and work with admin and teachers to support all students in the classroom.

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

See Goals #1 & #2, Strategy #4 for budget information.

### Strategy/Activity 5

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

#### Strategy/Activity

Admin, RTI, and SCIL will conduct classroom walk through observations to gather data on implementation of integrated ELD, social/emotional learning, and PBIS. The data will be used to inform instruction, provide feedback, and develop meaningful PD.

### **Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

### **Strategy/Activity 6**

#### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

all students

#### Strategy/Activity

The MHMS School Site Council will meet 4 times per year to monitor the implementation of the site plan and budget, to examine schoolwide data, to provide input, and to make changes as necessary.

### **Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

See Goal #1 and #2, Strategy # 6 for budget information.

### **Strategy/Activity 7**

#### **Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

all students

#### Strategy/Activity

The MHMS SCIL team will be composed of teacher representatives from each content area, a counselor, the RTI coordinator, and administration. SCIL team will meet monthly to plan and deliver professional development, examine schoolwide data, support student growth, and make leadership decisions for the site.

### **Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

See Goal #1 and #2, Strategy # 7 for budget information.

### **Strategy/Activity 8**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

all students

**Strategy/Activity**

PBIS Team members will collaborate with Santa Cruz County Office of Education to earn a PBIS Silver Medallion.

Maverick Essentials will be incorporated into instruction across the school. Teachers and staff will use Mighty Maverick tickets to highlight/incentivize positive behaviors. Students can earn incentives by accumulating tickets. The PBIS coordinator will maintain and staff the PBIS Student Store.

The schoolwide PBIS matrix of behavioral expectations (PBIS) will be included in the school planner and explicitly taught in orientation programs, within classroom settings, and through MHTV. Additionally, behavioral expectations will be posted in multiple settings across the campus.

The Maverick Essentials will be recognized and celebrated at Student of the Grading Period assemblies every 6 weeks.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

3,000

LCFF - Supplemental  
5800: Professional/Consulting Services And  
Operating Expenditures  
cost of PBIS professional development

1,000

District Funded  
4000-4999: Books And Supplies  
PBIS Signage

500

ASB  
0000: Unrestricted  
SOTGP assemblies

**Strategy/Activity 9**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

all students

**Strategy/Activity**

Maverick Mentors will support new students and families at annual school events.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

200	ASB 0000: Unrestricted End of Year Maverick Mentor Ceelbration
500	ASB 0000: Unrestricted Maverick Mentor t-shirts

### Strategy/Activity 10

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

all students

#### Strategy/Activity

Administration, Rtl, Counseling, and Activities Director will meet weekly to discuss students' academic, behavioral, and social-emotional needs..

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

### Strategy/Activity 11

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

#### Strategy/Activity

Tier 2 (small group) and Tier 3 (1:1 check-in) interventions for behavioral and social-emotional needs will be implemented by the mental health specialist, counselors and social worker.

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

500	Lottery: Instructional Materials 4000-4999: Books And Supplies Curriculum for Counseling groups
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### Strategy/Activity 12

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

Strategy/Activity

2nd Step lessons will be taught across all grade spans (tier 1) to support social/emotional learning.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

5,000

District Funded  
4000-4999: Books And Supplies  
2nd Step Curriculum and license

**Strategy/Activity 13**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

all students

Strategy/Activity

Staff will support the use of the organized binder system to help students organize their learning, gain executive function skills, and enhance study skills. All students will be provided an organized binder.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

8,000

LCFF - Supplemental  
4000-4999: Books And Supplies  
organized binder materials

6,000

LCFF - Supplemental  
4000-4999: Books And Supplies  
MHMS Planner

**Strategy/Activity 14**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All students, students struggling with attendance

Strategy/Activity

The Attendance Tech will make timely phone calls to families regarding attendance issues.

An Attendance Task Force will meet bi-weekly to look at attendance data and devise strategies to improve school-wide attendance. The Attendance Task Force will include the AP, Community Coordinator, Attendance Tech, Counselors, and others as needed.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

8,000	LCFF - Supplemental 2000-2999: Classified Personnel Salaries .25 Attendance Tech
500	Parent-Teacher Association (PTA) 0000: Unrestricted student attendance incentives

**Strategy/Activity 15**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All students

Strategy/Activity

MHMS will hold Club Fairs 2 times per year. Students will be encouraged to create their own clubs or join existing clubs. Club membership will be open to all students.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

100	ASB 0000: Unrestricted Clun Fair posters and materials
200	ASB 0000: Unrestricted materials for Counseling clubs

**Strategy/Activity 16**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All Students

Strategy/Activity

Mindfulness will be offered during Read period and during the Arts Academy to support students with stress management and anxiety.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

3,000

Parent-Teacher Association (PTA)  
0000: Unrestricted  
Mindfulness Leader/Coach

### Strategy/Activity 17

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

all students

#### Strategy/Activity

An Activity Director position will be created to coordinate and implement structured student activities during lunch, plan school events, and promote school spirit.

The Leadership class will work with the Activity Director to plan lunchtime activities, plan school events, and run MHTV.

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

20,000

LCFF  
1000-1999: Certificated Personnel Salaries  
.2 FTE Activity Director

1,500

Parent-Teacher Association (PTA)  
0000: Unrestricted  
activity supplies

20,000

LCFF - Base  
1000-1999: Certificated Personnel Salaries  
.2 FTE Leadership Teacher

### Strategy/Activity 18

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

#### Strategy/Activity

8th grade Promotion will be an inclusive celebration with a field day.

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

3,000

District Funded  
5000-5999: Services And Other Operating  
Expenditures  
site rentals and services

2,000	Parent-Teacher Association (PTA) 0000: Unrestricted Party Rentals
2,000	Parent-Teacher Association (PTA) 0000: Unrestricted Food and Beverages

**Strategy/Activity 19**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

all students, students in need of extra support, ELs, students with attendance issues

Strategy/Activity

The Community Coordinator and After School Program Coordinator position will be combined to better support communication between home and school for all families, develop and implement engaging after school activities, and develop the wellness center.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

60,000	District Funded 2000-2999: Classified Personnel Salaries Community Coordinator
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**Strategy/Activity 20**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

all students, LGBTQ+ students

Strategy/Activity

Mission Hill will work with the Safe Schools Project to become an LGBTQ+ Model School

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

200	ASB 0000: Unrestricted LGBTQ+ signage
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**Strategy/Activity 21**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All Students



### Strategy/Activity

Three sections of woodshop, including an beginning/intermediate pathway will be added to the woodshop program.

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

60,000

1000-1999: Certificated Personnel Salaries  
.6 FTE funded through CTIEG Grant

### Strategy/Activity 22

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All

### Strategy/Activity

Two sections of Beginning Music will be added to the music program. Beginning Music will provide non-performance based access to all students who are interested in learning music.

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

40,000

1000-1999: Certificated Personnel Salaries  
.4 FTE paid through Prop 28

### Strategy/Activity 23

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All

### Strategy/Activity

Theater will be added to the after school program (WAVE) twice a week.

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

12,000

1000-1999: Certificated Personnel Salaries  
Program staff paid through Prop 28

### Strategy/Activity 24

## Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All

## Strategy/Activity

After funding .4 FTE in Music and program staff for the after school Theater program, remaining Prop 28 funds will be equally distributed to support VAPA at Mission Hill.

## Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

3,600	4000-4999: Books And Supplies Prop 28 allocation for Art program supplies
3,600	4000-4999: Books And Supplies Prop 28 allocation for Music program supplies
3,600	4000-4999: Books And Supplies Prop 28 allocation for Art program supplies

# Annual Review

## SPSA Year Reviewed: 2022-23

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

## ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

Mission Hill Middle School implemented the 2022/23 SPSA Goal 3 to fidelity. In particular, strategy and activities associated with this goal supported students with school connectedness. Overall, 70% of MHMS students reported feeling connected to school, but chronic absenteeism and suspensions increased. Strategies/activities were effective in implementing PBIS and providing social/emotional supports through counseling and mental health services.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

There were no major differences in intended and actual expenditures.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

Most strategies/activities will maintain their implementation and budget from 2022/23 to 2023/24. Now that PBIS is established, strategy/activity 8 will slightly decrease funding for program staff, but increase funding for PBIS materials. And to further bolster SEL, strategy/activity 12 will add 2nd Step curriculum. Strategy/activity 19 combines the Community Coordinator and After School Coordinator positions to more effectively and efficiently serve families. Strategy/activity 20 supports LGBTQ+ students. And finally the addition of strategies/activities 21-24 outline Proposition 28 funding of our Visual and Performing Arts programs.

# Budget Summary

Complete the table below. Schools may include additional information. Adjust the table as needed. The Budget Summary is required for schools funded through the ConApp, and/or that receive funds from the LEA for Comprehensive Support and Improvement (CSI).

## Budget Summary

Description	Amount
Total Funds Provided to the School Through the Consolidated Application	\$145,000
Total Federal Funds Provided to the School from the LEA for CSI	\$
Total Funds Budgeted for Strategies to Meet the Goals in the SPSA	\$800,516.00

## Other Federal, State, and Local Funds

List the additional Federal programs that the school is including in the schoolwide program. Adjust the table as needed. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

Federal Programs	Allocation (\$)
Title IV Part A: Student Support and Academic Enrichment	\$8,000.00

Subtotal of additional federal funds included for this school: \$8,000.00

List the State and local programs that the school is including in the schoolwide program. Duplicate the table as needed.

State or Local Programs	Allocation (\$)
	\$122,800.00
ASB	\$1,700.00
District Funded	\$261,430.00
ESSER	\$116,416.00
LCFF	\$118,000.00
LCFF - Base	\$40,000.00
LCFF - Supplemental	\$76,470.00
Lottery: Instructional Materials	\$27,700.00
Parcel Tax	\$18,000.00
Parent-Teacher Association (PTA)	\$10,000.00

Subtotal of state or local funds included for this school: \$792,516.00

Total of federal, state, and/or local funds for this school: \$800,516.00

# School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

- 1 School Principal
- 3 Classroom Teachers
- 1 Other School Staff
- 5 Parent or Community Members
- 0 Secondary Students

Name of Members	Role
Derek Kendall	Principal
Amrik Nijor	Other School Staff
Jill Murgia	Classroom Teacher
Nadine Said	Classroom Teacher
Abigail Weisel, Karen Wilson	Parent or Community Member
Cristine Chopra	Parent or Community Member
Whitney Cohen	Parent or Community Member
Kristina Quilici	Parent or Community Member
Karen Wilson	Parent or Community Member
Jon Sapp	Classroom Teacher

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

# Recommendations and Assurances

The School Site Council (SSC) recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the School Plan for Student Achievement (SPSA) requiring board approval.

The SSC sought and considered all recommendations from the following groups or committees before adopting this plan:

**Signature**

**Committee or Advisory Group Name**

English Learner Advisory Committee

The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

This SPSA was adopted by the SSC at a public meeting on May 08, 2023.

Attested:

Principal, Derek Kendall on May 08, 2023

SSC Chairperson, Cristine Chopra on May 08, 2023

# School Plan for Student Achievement (SPSA) Template

Instructions and requirements for completing the SPSA template may be found in the SPSA Template Instructions.

School Name	County-District-School (CDS) Code	Schoolsite Council (SSC) Approval Date	Local Board Approval Date
Harbor High School	44698234432340	May 9, 2023	

## Purpose and Description

Briefly describe the purpose of this plan (Select from Schoolwide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

Additional Targeted Support and Improvement  
Partner with the school and educational partners in the development of the ATSI plan

Briefly describe the school's plan for effectively meeting the ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

Harbor High's plan to effectively meet the ESSA requirements in alignment with the LCAP and other federal, state, and local programs includes a Professional Development plan for Integrated English Language Development; renewed efforts to increase participation in the CAASPP ELA/Math SBAC assessments; goal setting and performance evaluations in collaboration with educational partners.



# Comprehensive Needs Assessment Components

## Data Analysis

Please refer to the School and Student Performance Data section where an analysis is provided.

## Surveys

This section provides a description of surveys (i.e., Student, Parent, Teacher) used during the school-year, and a summary of results from the survey(s).

Each year, Santa Cruz City Schools publishes an Annual Family, Student and Staff Survey with results aggregated by school site. Results from Harbor's 2022-23 surveys are as follows:

### Family Survey

Please rate your level of agreement with the following statements:

- "I feel that my child is appropriately challenged in school" 63%
- "I feel that my child's school recognizes and values student accomplishments" 74%
- "When academics are challenging, I feel that my child's school supports my child to do better and improve" 68%
- "My child feels safe at school" 74%
- "I feel that teachers have high expectations for all students at my child's school" 69%
- "My child's school and the district seeks my input and ideas in decision making" 63%
- "When I contact my child's school, I receive courteous attention" 82%
- "I receive sufficient information regarding my child's education program, progress and needs" 73%
- "I feel that I receive clear and relevant communication about school and district related events and issues" 80%
- "I know who to go to with a problem or concern" 71%
- "The school website is clear and accessible" 71%

### Student Survey

Please rate your level of agreement with the following statements:

- "I feel connected and engaged with school" 54%
- "I feel that the school recognizes and values student accomplishments" 53%
- "When academics are challenging, I feel my school supports me well to do better and improve" 58%
- "When I have problems or challenges, I feel that there are adults at the school to help and support" 61%
- "All students are well-supported to improve academically" 57%
- "(If you are an English Learner) I feel there are enough supports for me to learn and improve my spoken and written English to progress at school" 34%
- "I feel safe at my school" 65%
- "I feel that teachers and administrators care about all students" 61%
- "My school is clean and well-maintained" 41%
- "I feel that teachers have high expectations for all students" 67%

### Staff Survey

Please rate your level of agreement with the following statements:

- "Students feel connected and engaged at my school" 69%
- "I feel that my school recognizes and values student accomplishments" 76%
- "When academics are challenging, my school supports students to do better and improve" 61%
- "When students have personal problems or challenges, adults at my school work to help and support them" 87%
- Please rate your level of agreement with the following statement, "Under-performing students are well supported to improve academically at my school" 45%
- "I feel there are enough supports for English Learners progress at my school" 22%
- "Students feel safe at my school" 76%
- "My school is clean and well-maintained" 57%
- "I feel that teachers have high expectations for all students" 69%

## Classroom Observations

This section provides a description of types and frequency of classroom observations conducted during the school-year and a summary of findings.

Using a feedback tool developed by both staff and administration, classroom observations were conducted by administrators with an average frequency of 40 classroom visits a month, combined among 3 administrators. In walkthroughs, administrators noted whether there was a learning intention, an observed instructional strategy that was

high impact, social/emotional, and/or integrated ELD. Administrators noted which type of strategy was used for each category on the walkthrough tool.

#### Summary of Findings:

75% of teachers had a learning intention that was posted online or on the board or verbally described while 25% of the time the learning intention was absent or not observed by an administrator.

77% of teachers used high impact strategies; 22% were social/emotional strategies; and 27% were ELD/Integrated ELD strategies.

\* Of the high impact strategies observed, 46% were modeling by the teacher followed by accountable student talk (31%) and scaffolding (30%) followed by several other strategies

\* Of the social emotional learning strategies, emotional check ins and structured partner activities were both observed with equal frequency at 55% each followed by a variety of activities.

\* Of the ELD strategies observed, graphic organizers were used most frequently at 20% followed by multi-modal support at 15.5%. Vocabulary instruction and sentence starters were the next most frequently observed ELD strategies during walkthroughs.

Professional development for the school year is informed, in part, by this walkthrough data. Our staff has been involved in Integrated ELD professional development in Santa Cruz Instructional Leadership (SCIL) monthly meetings and in whole certificated staff meetings and at the January professional development day. We will continue whole certificated staff Integrated ELD professional development during the 2023-2024 school year.

## Analysis of Current Instructional Program

The following statements are derived from the Elementary and Secondary Education Act (ESEA) of 1965 and Essential Program Components (EPCs). In conjunction with the needs assessments, these categories may be used to discuss and develop critical findings that characterize current instructional practice for numerically significant subgroups as well as individual students who are:

- Not meeting performance goals
- Meeting performance goals
- Exceeding performance goals

Discussion of each of these statements should result in succinct and focused findings based on verifiable facts. Avoid vague or general descriptions. Each successive school plan should examine the status of these findings and note progress made. Special consideration should be given to any practices, policies, or procedures found to be noncompliant through ongoing monitoring of categorical programs.

## Standards, Assessment, and Accountability

Use of state and local assessments to modify instruction and improve student achievement (ESEA)

Share iReady/MAP ELA & Math most recent results (must be in narrative form in DTS template), ELPAC & CAASPP.

Approximately 62% of Harbor 11th grade students scored as standard met or exceeded (combined) on the 21-22 ELA CAASPP. On the 21-22 Math CAASPP, 28% of Harbor 11th grade students scored as standard met or exceeded. Of the 24 English learners who took the ELA CAASPP, 8% scored as standard met and on the Math CAASPP 37 English learners, just 3% met standard. 60% of the students who are RFEP (79 total) scored standard met or exceeded on the CAASPP ELA test. 14% of the students who are RFEP (78 total) scored standard met or exceeded on the CAASPP Math test.

Teachers have been participating in Integrated ELD training in SCIL and Staff meetings; students who are underperforming in math are enrolled in Math + intervention course or the bilingual Math + intervention course. Additionally, students who are failing math or English or who are in danger of failing are enrolled in Academic Lab where they are supported in subject areas with bilingual adult and peer tutors. Professional Development for 2023-24 will include the work from 2022-23 and add in WestEd integrated ELD training.

Use of data to monitor student progress on curriculum-embedded assessments and modify instruction (EPC)

Harbor's Response to Intervention (RTI) Coordinator has used data from 2021-2022 and 2022-2023 to analyze the progress of all students, with a focus on English learners, on CAASPP, ELPAC, MAP scores. Additionally, semester grades in all classes have been disaggregated by student subgroup, courses, and departments to identify trends in achievement and/or gaps in achievement. An example of this work is that our RTI Coordinator has been working in collaboration with our ELD teachers and school community coordinator to ensure that all English Learners are prepared for and understand the purpose of the ELPAC and the importance of their progress. We have made sure that students are familiar with the test proctors and are in a comfortable setting and encouraged to do their best on the assessment.

## Staffing and Professional Development

Status of meeting requirements for highly qualified staff (ESEA)

All 2022-23 Harbor staff met the requirements for highly qualified staff as evidenced by "Standard Met" on the California School Dashboard - Local Indicators.

Sufficiency of credentialed teachers and teacher professional development (e.g., access to instructional materials training on SBE-adopted instructional materials) (EPC)

100% of teachers and students had access to common core, standards aligned curriculum and there were both school and district trainings available to teachers related to high impact instructional strategies including integrated ELD strategies as evidenced by "Standard Met" on the California School Dashboard - Local Indicators.

Alignment of staff development to content standards, assessed student performance, and professional needs (ESEA)

Staff identified the need for integrated ELD training based on student performance and the restructuring of our ELD courses that resulted from a Title 1 Audit in 2021-2022. Prior to the audit, all levels of ELD were double-blocked, meaning that students had daily designated ELD instruction. Starting in 2022-2023, students in ELD 1-3 have only one designated ELD course and they are placed in a grade level English class. Our teachers noted the needs for integrated ELD training to support our English learners in all classes. Also, grade data in science and PE indicated that our teachers needed more support for instructing students with limited English proficiency.

Ongoing instructional assistance and support for teachers (e.g., use of content experts and instructional coaches) (EPC)

District Teachers on Special Assignment (TOSAs) that support teachers are as follows:

- New Teacher TOSA
- History/Social Studies TOSA
- English Learner TOSA
- CTE TOSA
- High School English Language Arts TOSA
- Computer Science TOSA

Additionally, there is a full-time RtI Coordinator at Harbor who supports teachers with intervention strategies and data to inform interventions and instruction. Our counseling team meets weekly with our RTI Coordinator, School Community Coordinator, and Credit Recovery teacher to share intervention needs and strategies for students. Our ELD team meets monthly to discuss individual student progress, success, and interventions needed.

Teacher collaboration by grade level (kindergarten through grade eight [K–8]) and department (grades nine through twelve) (EPC)

With an eight-period day, every department at Harbor has a shared prep. Additionally, most Professional Learning Communities (PLCs) meet three times a week while departments meet once a month. PLCs at the site include: International Baccalaureate (IB) PLC, New Teacher PLC and Advancement Via Individual Determination (AVID) PLC. All PLCs and departments are working on aligning curriculum to IB classes.

## Teaching and Learning

Alignment of curriculum, instruction, and materials to content and performance standards (ESEA)

All adopted curriculum is based on Common Core standards. Additionally, high impact strategies are being implemented in classrooms and include Integrated ELD, social emotional instruction, and re-engagement strategies.

Adherence to recommended instructional minutes for reading/language arts and mathematics (K–8) (EPC)

N/A

Lesson pacing schedule (K–8) and master schedule flexibility for sufficient numbers of intervention courses (EPC)

Harbor has an eight-period schedule that allows for students to fit interventional courses into their schedule in addition to their six required classes per year. These interventions may include an academic support class for students with IEPs as well as an academic lab class period, math 1 plus, math 2 plus, English language development levels 1-3, credit recovery and/or AVID for students with and without IEPs.

Availability of standards-based instructional materials appropriate to all student groups (ESEA)

100% of students have access to standards-based instructional materials appropriate to their course and grade level as noted in the School Accountability Report Card (SARC)

Use of SBE-adopted and standards-aligned instructional materials, including intervention materials, and for high school students, access to standards-aligned core courses (EPC)

All courses offered are aligned to the Common Core standards and frameworks. Intervention materials are also aligned to the skills needed to become grade-level proficient based on the Common Core standards.

## Opportunity and Equal Educational Access

Services provided by the regular program that enable underperforming students to meet standards (ESEA)

Harbor has several intervention classes including an academic support class for students with IEPs as well as an academic lab class period, math 1 plus, math 2 plus, English language development levels 1-3, credit recovery and/or AVID for students with and without IEPs. All of these classes are scheduled in the regular school day and students may enroll in up to 8 courses per semester per year. Harbor offers AVID at every grade level and we offer tutoring for students every day during every class period. Students may drop in to tutoring or have it added to their schedule to incorporate more accountability.

Evidence-based educational practices to raise student achievement

Our teachers use many high-impact teaching strategies during instruction to raise student achievement. These strategies include, but are not limited to establishing clear learning intentions, student self and peer-evaluations, student and teacher modeling, structured goal setting, accountable student talk, scaffolding, concept mapping, meta-cognitive strategies, academic discourse, and checking for understanding. Harbor has had Restorative Practices training for all staff and Integrated ELD, through our EL TOSA for professional development. Several teachers attended the EL Rise! voluntary training and math teachers have attended CPM training. Many teachers have attended our IB training.

## Parental Engagement

Resources available from family, school, district, and community to assist under-achieving students (ESEA)

Harbor has several intervention classes including an academic support class for students with IEPs as well as an academic lab class period, math 1 plus, math 2 plus, English language development levels 1-3, credit recovery and/or AVID for students with and without IEPs. All of these classes are scheduled in the regular school day and students may enroll in up to 8 courses per semester per year. Harbor offers AVID at every grade level and we offer tutoring for students every day during every class period. Students may drop in to tutoring or have it added to their schedule to incorporate more accountability.

Involvement of parents, community representatives, classroom teachers, other school personnel, and students in secondary schools, in the planning, implementation, and evaluation of ConApp programs (5 California Code of Regulations 3932)

Harbor holds their annual Title 1 parent meeting and has a family school compact. Harbor has a parent booster organization, holds monthly ELAC meetings, and also has parent nights to support parents in understanding graduation requirements, college requirements, FAFSA completion, etc.

## Funding

Services provided by categorical funds that enable underperforming students to meet standards (ESEA)

Harbor funds many services using categorical funds to support the needs of students. We use ESSER/COVID funds to pay peer tutors as well as adult, part-time tutors. Our credit recovery, full time bilingual academic tutor, and peer tutor coordinator are all paid for through ESSER funding this year.

LCAP - LCFF Supplemental funds are used to pay for our Specially Designed Academic Instruction in English (SDAIE) classes, math intervention classes, some ELD classes, School Community Coordinator, and RTI Coordinator.

Title I funds pay for AVID courses and academic tutoring hours.

Fiscal support (EPC)

Harbor is receiving additional funding to support addressing the needs we've identified in our needs assessment to support our English Learners in making the growth necessary. This funding is in addition to a site allocation of Title 1 funds, LCFF supplemental funds, Lottery, and LCFF Base funds, all typical funding sources for Harbor.

## **Educational Partner Involvement**

How, when, and with whom did the school consult as part of the planning process for this SPSA/Annual Review and Update?

### **Involvement Process for the SPSA and Annual Review and Update**

Harbor's Single Plan for Student Achievement (SPSA) is an annual plan of actions to support students' social emotional well being and raise the academic performance of all students with an emphasis on our areas of growth as indicated in our WASC recommendations and student performance data. Harbor's School Site Council (SSC) operates as oversight for the SPSA and monitors progress towards the action plan annually to revise or refine the following academic year's SPSA. The SSC format is transparent and aligned with the SCCS LCAP goals to support our English Learners, Foster Youth, and Low Income students.

## **Resource Inequities**

Briefly identify and describe any resource inequities identified as a result of the required needs assessment, as applicable.

Harbor has the resources necessary to address the needs identified in our needs assessment.

# School and Student Performance Data

## Student Enrollment Enrollment By Student Group

Student Enrollment by Subgroup						
Student Group	Percent of Enrollment			Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23
American Indian	%	0.10%	0.1%		1	1
African American	1.3%	0.96%	0.78%	13	10	8
Asian	3.0%	2.49%	2.44%	30	26	25
Filipino	1.3%	1.44%	1.56%	13	15	16
Hispanic/Latino	53.8%	53.40%	54.25%	538	557	555
Pacific Islander	0.2%	0.10%	0%	2	1	0
White	37.5%	36.43%	35.48%	375	380	363
Multiple/No Response	3.0%	4.22%	4.5%	30	44	46
	<b>Total Enrollment</b>			1,001	1043	1023

## Student Enrollment Enrollment By Grade Level

Student Enrollment by Grade Level			
Grade	Number of Students		
	20-21	21-22	22-23
Grade 9	293	250	253
Grade 10	272	307	230
Grade 11	214	281	284
Grade 12	222	205	256
<b>Total Enrollment</b>	1,001	1,043	1,023

### Conclusions based on this data:

1. Harbor's largest demographic group is Hispanic/Latino with White being the second largest demographic group.
2. Enrollment has fluctuated over the past 3 years, but generally increased since 2020-2021.

# School and Student Performance Data

## Student Enrollment English Learner (EL) Enrollment

English Learner (EL) Enrollment						
Student Group	Number of Students			Percent of Students		
	20-21	21-22	22-23	20-21	21-22	22-23
English Learners	120	124	126	12.00%	11.9%	12.3%
Fluent English Proficient (FEP)	368	362	345	36.80%	34.7%	33.7%
Reclassified Fluent English Proficient (RFEP)	4	343	330	3.3%	32.9%	32.3%

### Conclusions based on this data:

1. The number of students who have been identified as English Learners has remained relatively steady throughout the last three years.
2. Reclassification data is needed for the two most recent years.

# School and Student Performance Data

## CAASPP Results English Language Arts/Literacy (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 11	208	261		126	216		125	216		60.6	82.8	
All Grades	208	261		126	216		125	216		60.6	82.8	

The "% of Enrolled Students Tested" showing in this table is not the same as "Participation Rate" for federal accountability purposes.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 11	2622.	2608.		31.20	27.78		33.60	33.80		24.80	22.22		10.40	16.20	
All Grades	N/A	N/A	N/A	31.20	27.78		33.60	33.80		24.80	22.22		10.40	16.20	

Reading Demonstrating understanding of literary and non-fictional texts									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 11	31.20	31.94		56.80	53.70		12.00	14.35	
All Grades	31.20	31.94		56.80	53.70		12.00	14.35	

Writing Producing clear and purposeful writing									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 11	32.00	32.87		53.60	42.13		14.40	25.00	
All Grades	32.00	32.87		53.60	42.13		14.40	25.00	

Listening Demonstrating effective communication skills									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 11	19.20	16.20		70.40	73.61		10.40	10.19	
All Grades	19.20	16.20		70.40	73.61		10.40	10.19	



Research/Inquiry Investigating, analyzing, and presenting information									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 11	36.00	25.46		60.00	66.67		4.00	7.87	
All Grades	36.00	25.46		60.00	66.67		4.00	7.87	

**Conclusions based on this data:**

1. Overall achievement in ELA has decreased from 2020-2021 to 2021-2022.
2. Our participation rate for CAASPP was not met in 2021-2022.
3. All subcategories of ELA performance were down from 2020-2021 to 2021-2022.

# School and Student Performance Data

## CAASPP Results Mathematics (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 11	208	261		116	227		115	226		55.8	87.0	
All Grades	208	261		116	227		115	226		55.8	87.0	

\* The “% of Enrolled Students Tested” showing in this table is not the same as “Participation Rate” for federal accountability purposes.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 11	2572.	2544.		13.04	11.06		21.74	16.81		20.87	21.68		44.35	50.44	
All Grades	N/A	N/A	N/A	13.04	11.06		21.74	16.81		20.87	21.68		44.35	50.44	

Concepts & Procedures Applying mathematical concepts and procedures									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 11	17.39	13.72		39.13	38.94		43.48	47.35	
All Grades	17.39	13.72		39.13	38.94		43.48	47.35	

Problem Solving & Modeling/Data Analysis Using appropriate tools and strategies to solve real world and mathematical problems									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 11	18.26	15.49		61.74	56.64		20.00	27.88	
All Grades	18.26	15.49		61.74	56.64		20.00	27.88	

Communicating Reasoning Demonstrating ability to support mathematical conclusions									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 11	14.78	9.29		65.22	62.83		20.00	27.88	
All Grades	14.78	9.29		65.22	62.83		20.00	27.88	

### Conclusions based on this data:

1. Overall achievement in Math CAASPP decreased from 2020-2021 to 2021-2022.

2. Harbor did not meet the 95% participation rate in 2021-2022.
3. Math performance in all subcategories decreased from 2020-2021 to 2021-2022.

# School and Student Performance Data

## ELPAC Results

ELPAC Summative Assessment Data Number of Students and Mean Scale Scores for All Students												
Grade Level	Overall			Oral Language			Written Language			Number of Students Tested		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
9	1561.0	1518.5		1558.8	1504.0		1562.6	1532.6		25	29	
10	1548.2	1515.2		1549.7	1494.4		1546.1	1535.5		33	33	
11	1527.0	1475.6		1514.9	1457.1		1538.7	1493.7		23	38	
12	1561.3	1524.3		1561.0	1521.9		1561.1	1526.6		21	15	
All Grades										102	115	

Overall Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
9	24.00	3.45		44.00	41.38		20.00	24.14		12.00	31.03		25	29	
10	18.75	12.12		34.38	36.36		25.00	21.21		21.88	30.30		32	33	
11	13.04	7.89		8.70	23.68		39.13	5.26		39.13	63.16		23	38	
12	19.05	6.67		38.10	20.00		38.10	40.00		4.76	33.33		21	15	
All Grades	18.81	7.83		31.68	31.30		29.70	19.13		19.80	41.74		101	115	

Oral Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
9	52.00	17.24		28.00	34.48		8.00	17.24		12.00	31.03		25	29	
10	37.50	24.24		34.38	33.33		12.50	6.06		15.63	36.36		32	33	
11	17.39	15.79		30.43	18.42		26.09	5.26		26.09	60.53		23	38	
12	47.62	20.00		28.57	33.33		14.29	13.33		9.52	33.33		21	15	
All Grades	38.61	19.13		30.69	28.70		14.85	9.57		15.84	42.61		101	115	

Written Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
9	4.00	3.45		36.00	10.34		44.00	48.28		16.00	37.93		25	29	
10	9.38	9.09		18.75	21.21		43.75	33.33		28.13	36.36		32	33	
11	8.70	2.63		13.04	7.89		17.39	28.95		60.87	60.53		23	38	
12	0.00	13.33		14.29	0.00		61.90	26.67		23.81	60.00		21	15	
All Grades	5.94	6.09		20.79	11.30		41.58	34.78		31.68	47.83		101	115	

Listening Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
9	4.00	10.34		80.00	58.62		16.00	31.03		25	29	
10	15.63	0.00		59.38	69.70		25.00	30.30		32	33	
11	8.70	2.63		39.13	31.58		52.17	65.79		23	38	
12	0.00	6.67		71.43	53.33		28.57	40.00		21	15	
All Grades	7.92	4.35		62.38	52.17		29.70	43.48		101	115	

Speaking Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
9	84.00	62.07		4.00	6.90		12.00	31.03		25	29	
10	71.88	48.48		15.63	18.18		12.50	33.33		32	33	
11	52.17	39.47		26.09	5.26		21.74	55.26		23	38	
12	66.67	46.67		28.57	33.33		4.76	20.00		21	15	
All Grades	69.31	48.70		17.82	13.04		12.87	38.26		101	115	

Reading Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
9	20.00	6.90		52.00	37.93		28.00	55.17		25	29	
10	12.50	12.12		56.25	45.45		31.25	42.42		32	33	
11	8.70	2.63		17.39	28.95		73.91	68.42		23	38	
12	4.76	6.67		61.90	13.33		33.33	80.00		21	15	
All Grades	11.88	6.96		47.52	33.91		40.59	59.13		101	115	

Writing Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
<b>9</b>	0.00	3.45		92.00	62.07		8.00	34.48		25	29	
<b>10</b>	3.13	0.00		75.00	72.73		21.88	27.27		32	33	
<b>11</b>	8.70	10.53		56.52	28.95		34.78	60.53		23	38	
<b>12</b>	4.76	13.33		80.95	46.67		14.29	40.00		21	15	
<b>All Grades</b>	3.96	6.09		76.24	52.17		19.80	41.74		101	115	

**Conclusions based on this data:**

1. In every grade level the overall ELPAC scores decreased from 2020-2021 to 2021-2022.
2. Listening and Speaking are the highest achievement subcategories for ELPAC in 2021-2022, followed by writing domain.

# School and Student Performance Data

## Student Population

For the past two years, many state and federal accountability requirements were waived or adjusted due to the impact of the COVID-19 pandemic on LEAs, schools, and students. Beginning with the 2021-22 school year, the requirements to hold schools and districts accountable for student outcomes has returned with the release of the 2022 California School Dashboard (Dashboard). The Every Student Succeeds Act is requiring all states to determine schools eligible for support. Similarly, under state law, Assembly Bill (AB) 130, which was signed into law in 2021, mandates the return of the Dashboard using only current year performance data to determine LEAs for support. Therefore, to meet this state requirement, only the 2021-22 school year data will be reported on the 2022 Dashboard for state indicators. (Data for Change [or the difference from prior year] and performance colors will not be reported.)

This section provides information about the school's student population.

2021-22 Student Population			
Total Enrollment	Socioeconomically Disadvantaged	English Learners	Foster Youth
1,043	42.8	11.9	0.2
Total Number of Students enrolled in Harbor High School.	Students who are eligible for free or reduced priced meals; or have parents/guardians who did not receive a high school diploma.	Students who are learning to communicate effectively in English, typically requiring instruction in both the English Language and in their academic courses.	Students whose well being is the responsibility of a court.

2021-22 Enrollment for All Students/Student Group		
Student Group	Total	Percentage
English Learners	124	11.9
Foster Youth	2	0.2
Homeless	13	1.2
Socioeconomically Disadvantaged	446	42.8
Students with Disabilities	133	12.8

Enrollment by Race/Ethnicity		
Student Group	Total	Percentage
African American	10	1.0
American Indian	1	0.1
Asian	26	2.5
Filipino	15	1.4
Hispanic	557	53.4
Two or More Races	44	4.2
Pacific Islander	1	0.1
White	380	36.4

**Conclusions based on this data:**

1. Almost 43% of Harbor High School students are socioeconomically disadvantaged
2. 12% of Harbor High School students are English Learners.
3. Almost 13% of Harbor students have disabilities.



# School and Student Performance Data

## Overall Performance

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



### 2022 Fall Dashboard Overall Performance for All Students

Academic Performance	Academic Engagement	Conditions & Climate
<p><b>English Language Arts</b></p> <p>Medium</p>	<p><b>Graduation Rate</b></p> <p>High</p>	<p><b>Suspension Rate</b></p> <p>Medium</p>
<p><b>Mathematics</b></p> <p>Low</p>		
<p><b>English Learner Progress</b></p> <p>Very Low</p>		
<p><b>College/Career</b> Not Reported in 2022</p>		

**Conclusions based on this data:**

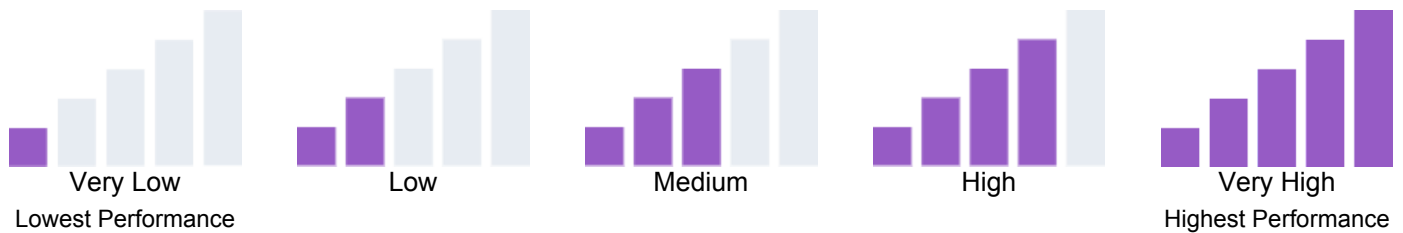
1. Harbor graduation rate is high.
2. English Learner progress is the lowest performance measure of academic achievement.

# School and Student Performance Data

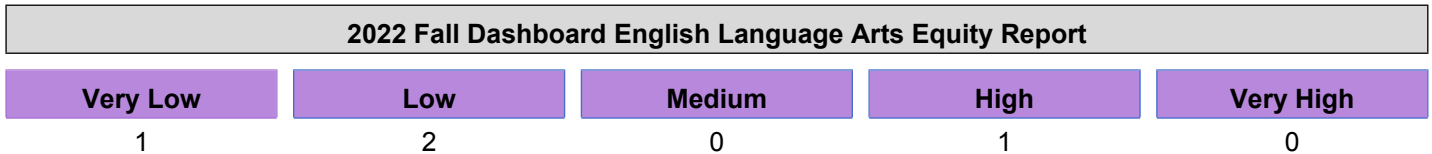
## Academic Performance English Language Arts

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

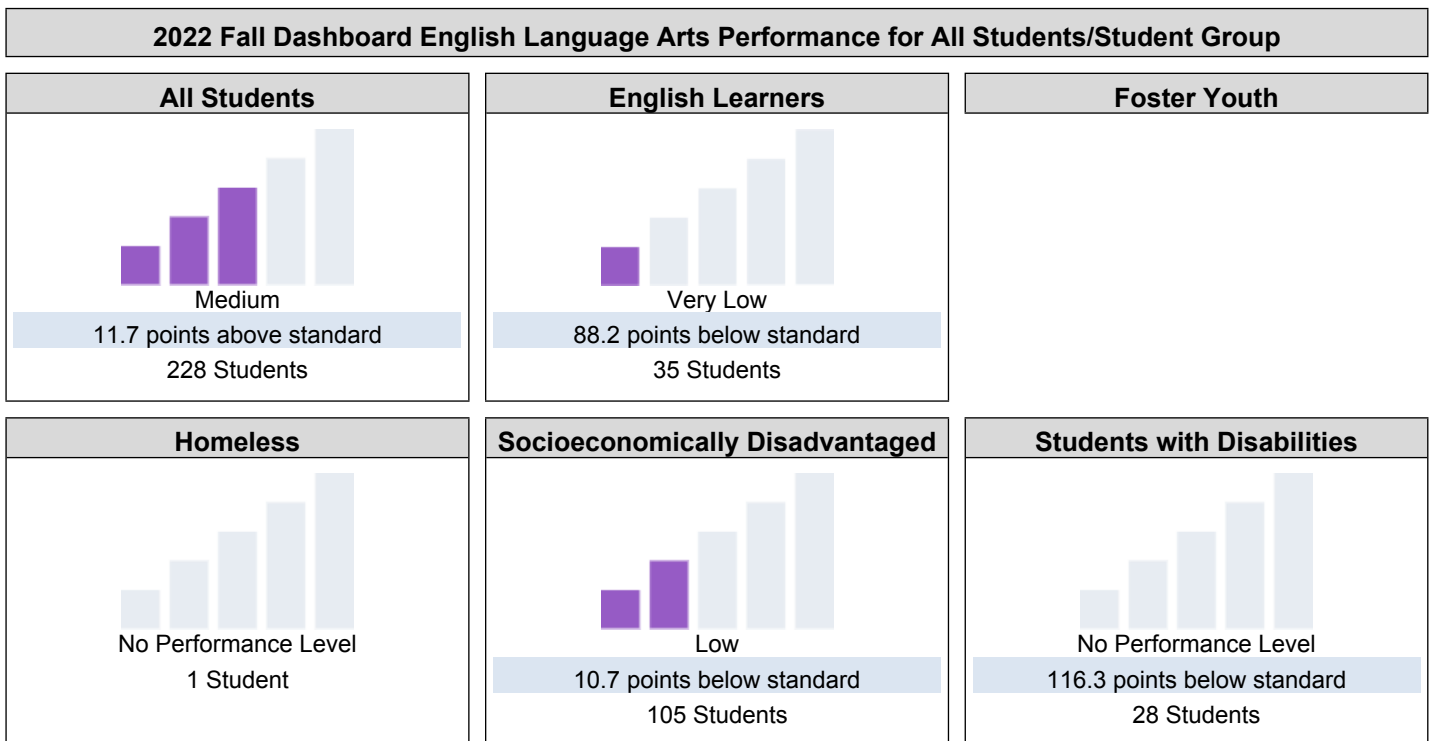
Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



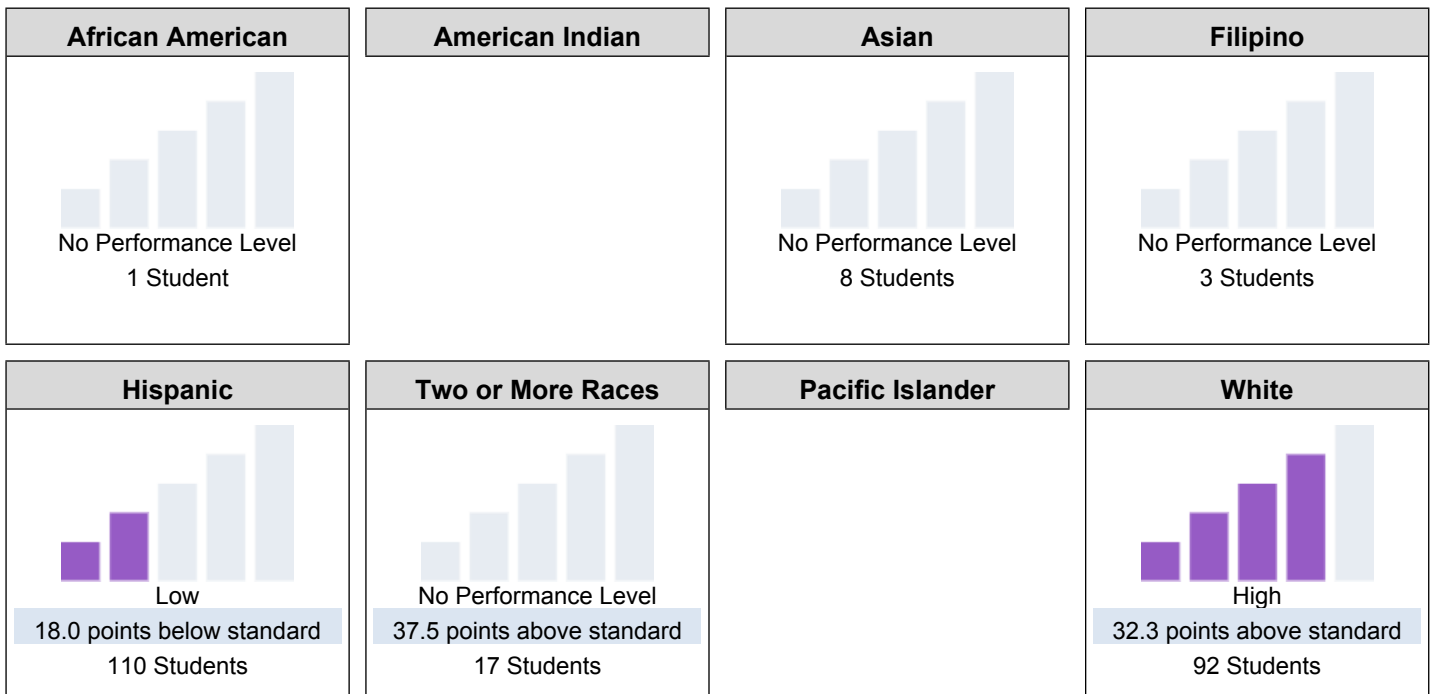
This section provides number of student groups in each level.



This section provides a view of how well students are meeting grade-level standards on the English Language Arts assessment. This measure is based on student performance on either the Smarter Balanced Summative Assessment or the California Alternate Assessment, which is taken annually by students in grades 3–8 and grade 11.



### 2022 Fall Dashboard English Language Arts Performance by Race/Ethnicity



This section provides additional information on distance from standard for current English learners, prior or Reclassified English learners, and English Only students in English Language Arts.

### 2022 Fall Dashboard English Language Arts Data Comparisons for English Learners

Current English Learner	Reclassified English Learners	English Only
123.3 points below standard	65.8 points below standard	22.2 points above standard
21 Students	16 Students	125 Students

#### Conclusions based on this data:

- All students achieved "medium" performance on the ELA CAASPP.
- English learners scored "very low" on the ELA CAASPP.
- There is a significant gap in performance between the white student group (94.1 points above standard) and Hispanic students.

# School and Student Performance Data

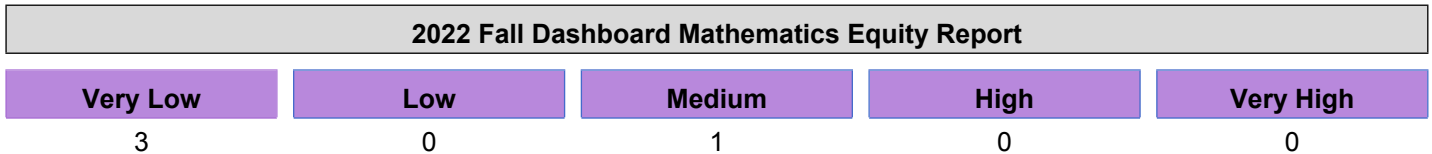
## Academic Performance Mathematics

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

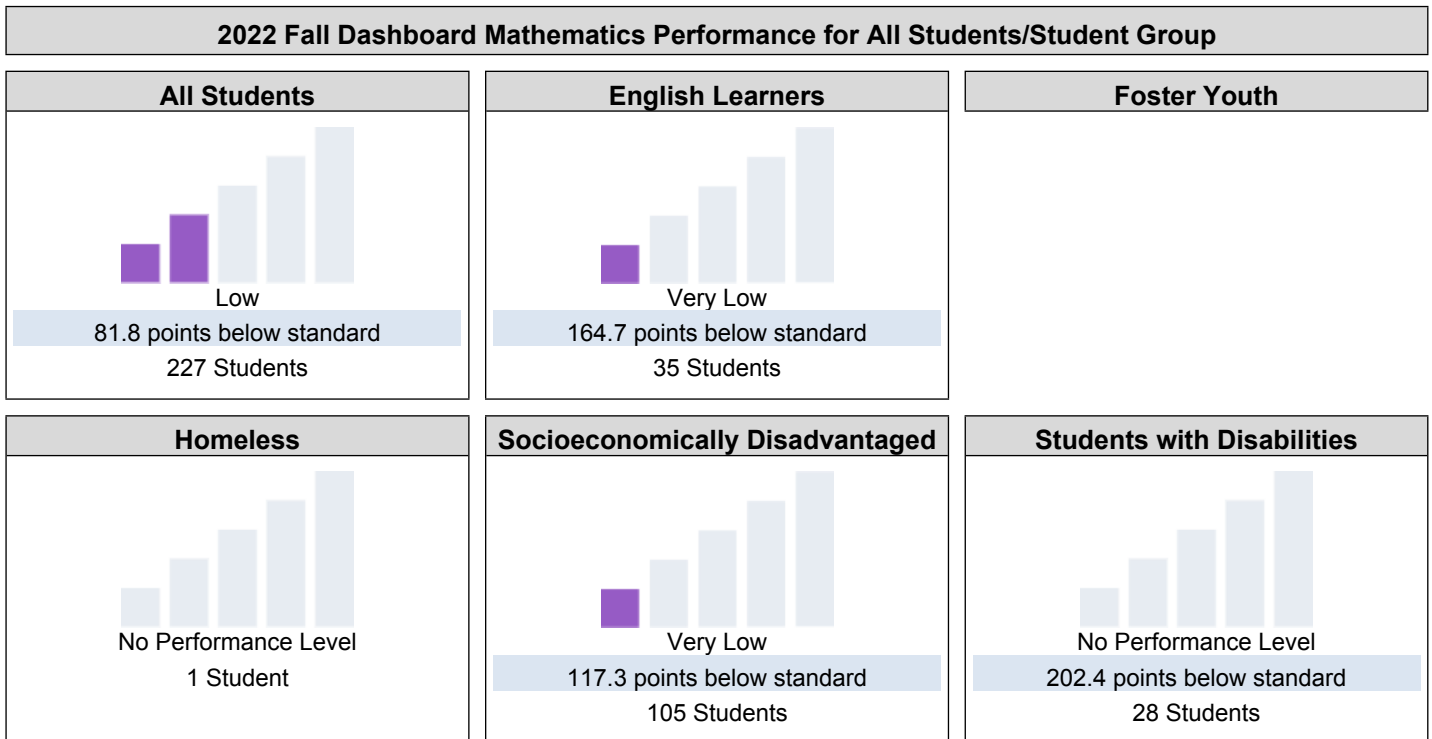
Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



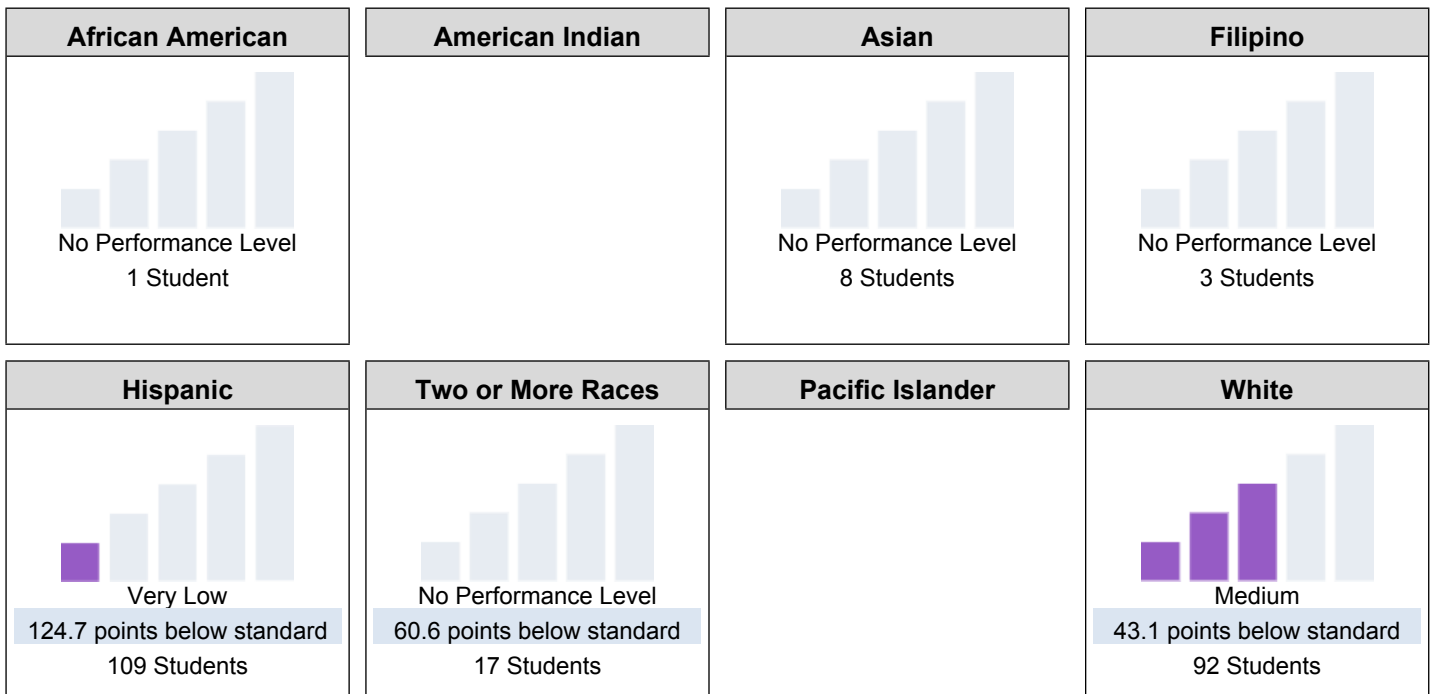
This section provides number of student groups in each level.



This section provides a view of how well students are meeting grade-level standards on the Mathematics assessment. This measure is based on student performance either on the Smarter Balanced Summative Assessment or the California Alternate Assessment, which is taken annually by students in grades 3–8 and grade 11.



## 2022 Fall Dashboard Mathematics Performance by Race/Ethnicity



This section provides additional information on distance from standard for current English learners, prior or Reclassified English learners, and English Only students in mathematics

## 2022 Fall Dashboard Mathematics Data Comparisons for English Learners

Current English Learner	Reclassified English Learners	English Only
<p style="background-color: #e6f2ff;">192.2 points below standard</p> <p>21 Students</p>	<p style="background-color: #e6f2ff;">138.9 points below standard</p> <p>16 Students</p>	<p style="background-color: #e6f2ff;">53.5 points below standard</p> <p>125 Students</p>

### Conclusions based on this data:

1. The achievement gap between white and Hispanic students is significant, with neither achieving higher than "medium."
2. English learners, Hispanic, and Socioeconomically disadvantaged students all scored "very low" in Math on CAASPP.
3. All students scored "low" on Math CAASAPP.

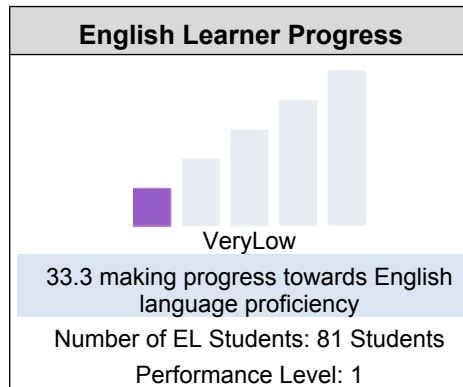
# School and Student Performance Data

## Academic Performance English Learner Progress

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

This section provides information on the percentage of current EL students making progress towards English language proficiency or maintaining the highest level.

### 2022 Fall Dashboard English Learner Progress Indicator



This section provides a view of the percentage of current EL students who progressed at least one ELPI level, maintained ELPI level 4, maintained lower ELPI levels (i.e, levels 1, 2L, 2H, 3L, or 3H), or decreased at least one ELPI Level.

### 2022 Fall Dashboard Student English Language Acquisition Results

Decreased One ELPI Level	Maintained ELPI Level 1, 2L, 2H, 3L, or 3H	Maintained ELPI Level 4	Progressed At Least One ELPI Level
27.2%	39.5%	4.9%	28.4%

#### Conclusions based on this data:

- 28.4% of our English Learners grew one or more Proficiency levels from 2020-2021 to 2021-2022
- Data shows that continued focus on English Learner Progress is appropriate with regard to the SPSA and school goals regarding professional development and desired outcomes for ELs.
- 27.2% of Harbor English Learners decreased in their levels of English Proficiency as measured by the ELPAC.

# School and Student Performance Data

## Academic Performance College/Career Report

College/Career data provides information on whether high school students are prepared for success after graduation based on measures like graduation rate, performance on state tests, and college credit courses. College/Career data was not reported in 2022.

### Conclusions based on this data:

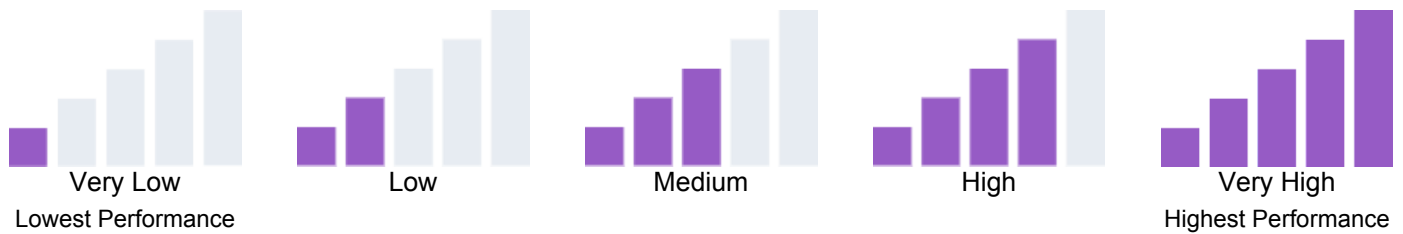
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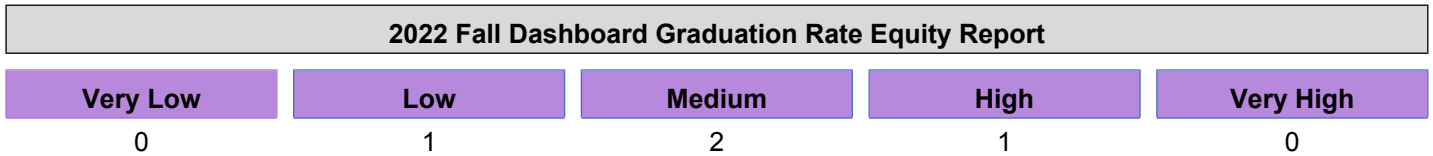
# School and Student Performance Data

## Academic Engagement Graduation Rate

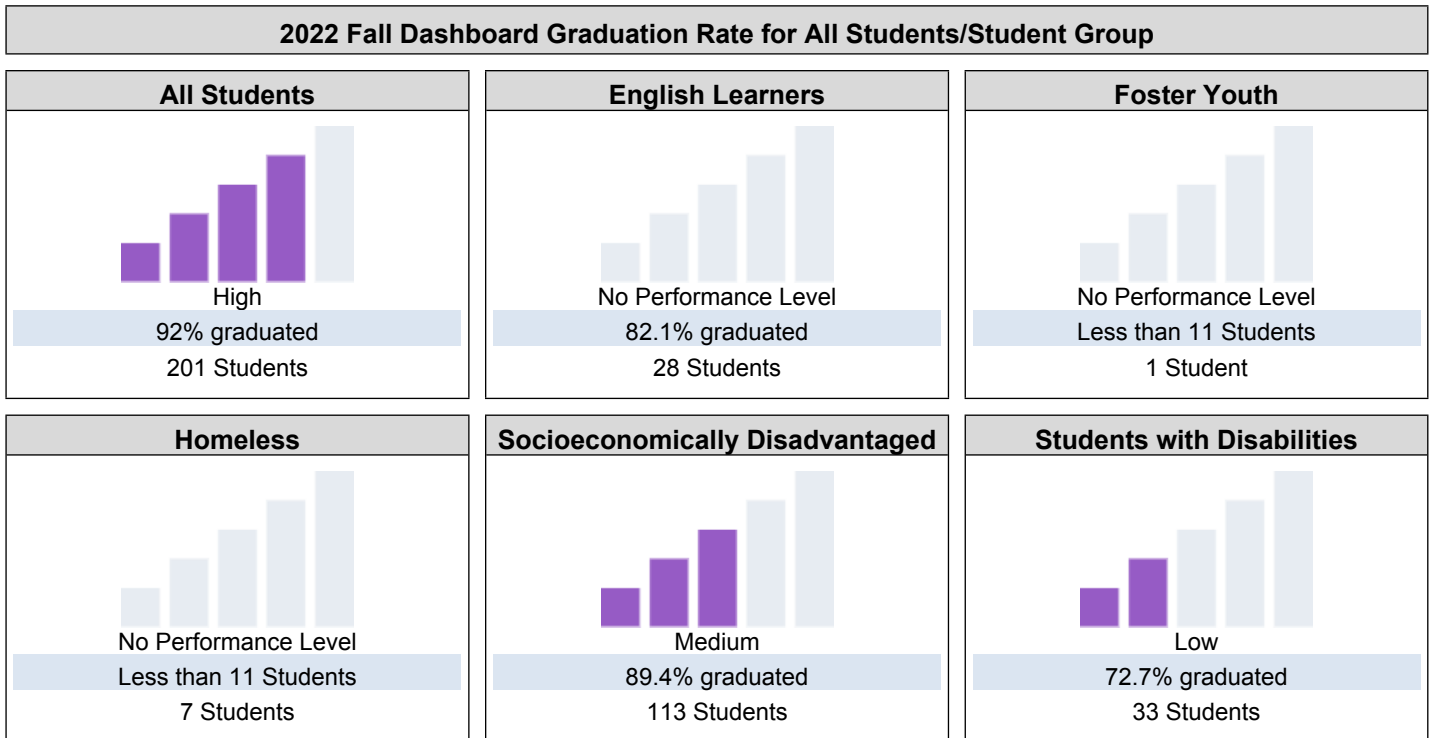
Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).



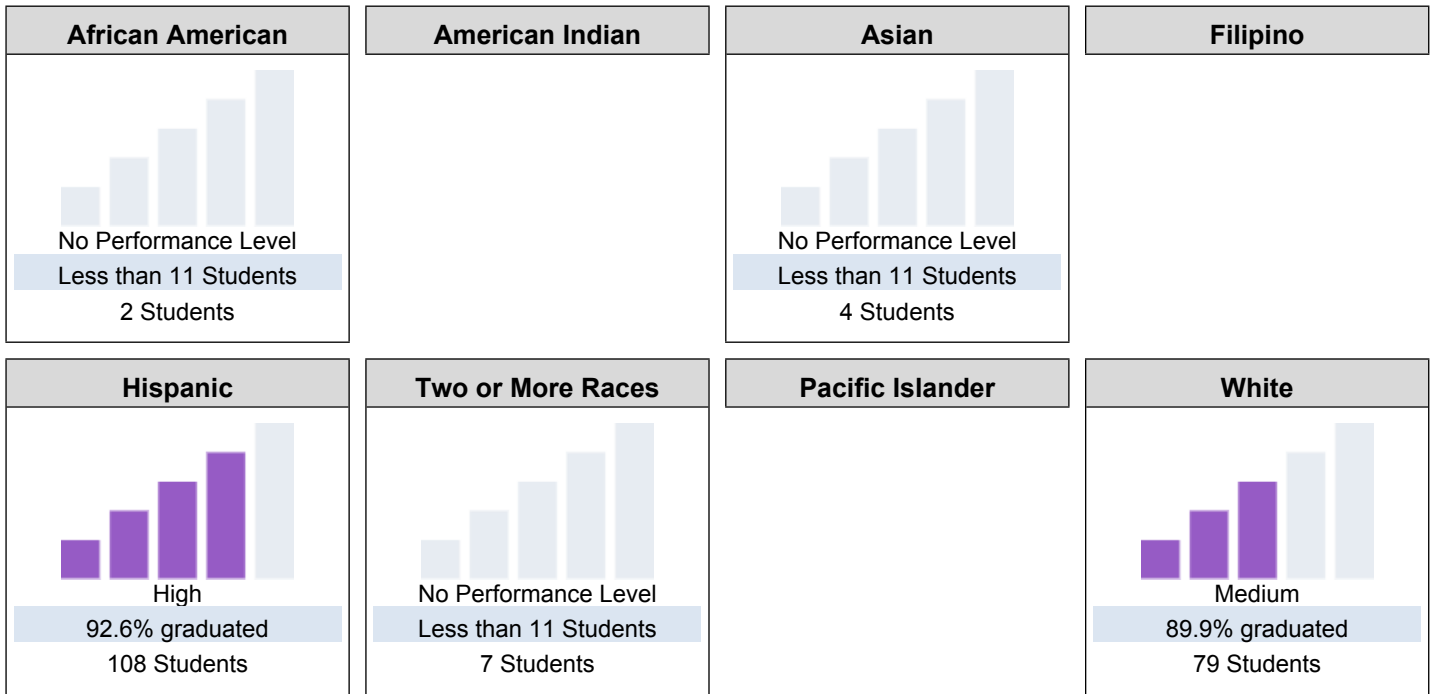
This section provides number of student groups in each level.



This section provides information about students completing high school, which includes students who receive a standard high school diploma.



**2022 Fall Dashboard Graduation Rate by Race/Ethnicity**



**Conclusions based on this data:**

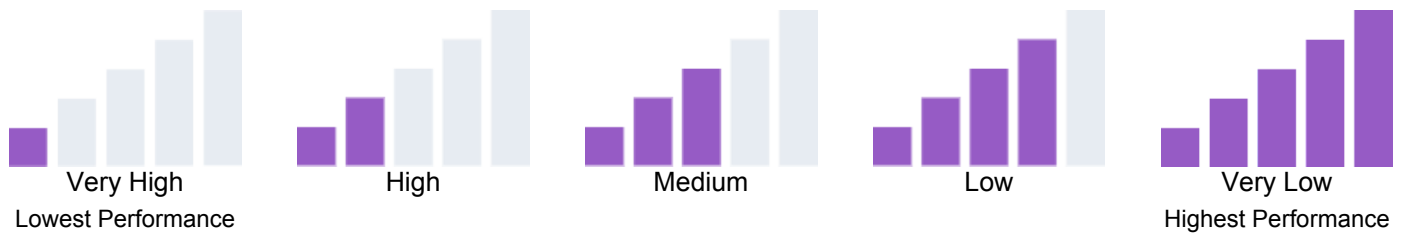
1. Harbor increased their graduation rate to 92% in 2022.
2. Students with Disabilities and Socioeconomically disadvantaged students need to continue to be a focus for our SPSA, school goals, and professional development.
3. Harbor's Hispanic graduation rate was slightly higher than all the all student graduation rate with a "reverse gap" in graduation data.

# School and Student Performance Data

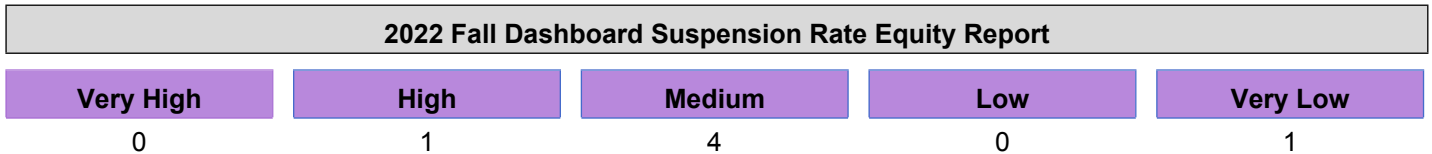
## Conditions & Climate Suspension Rate

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

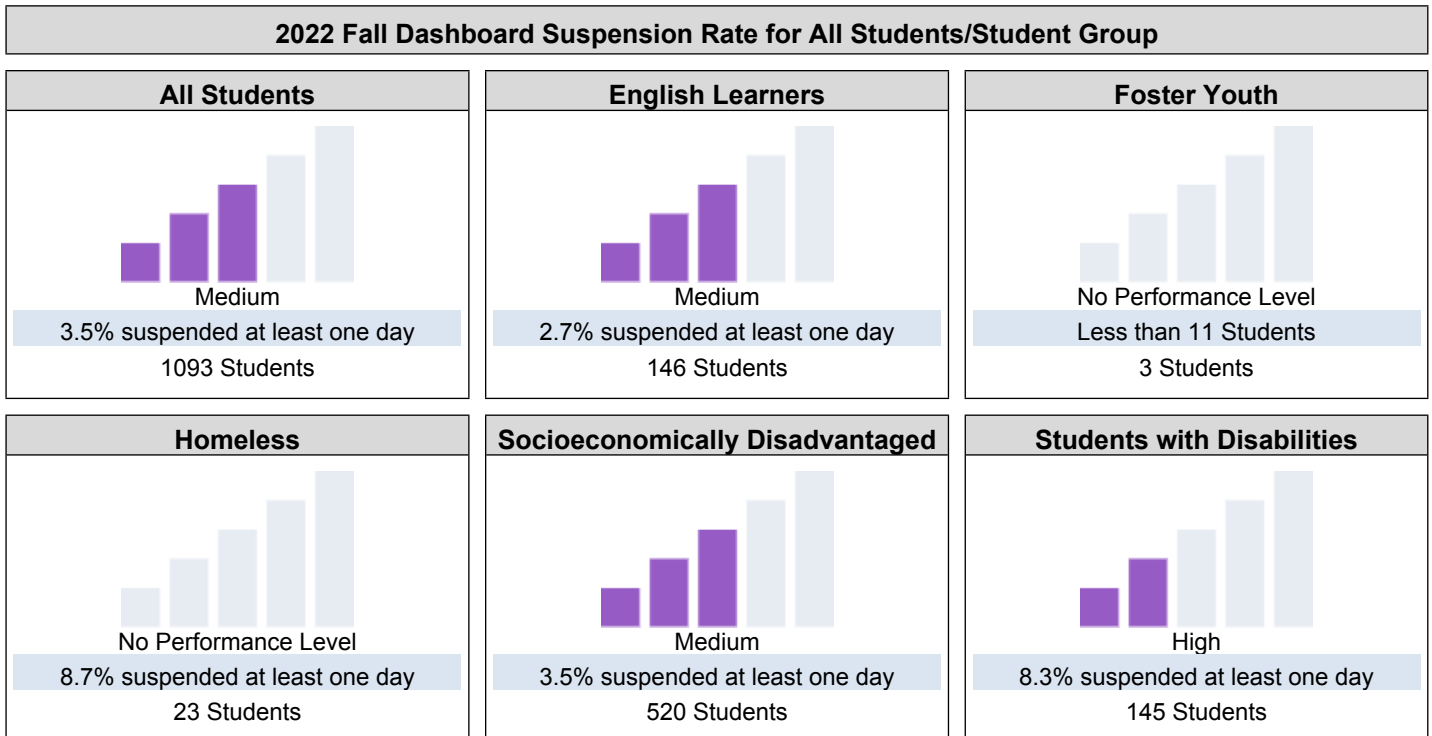
Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



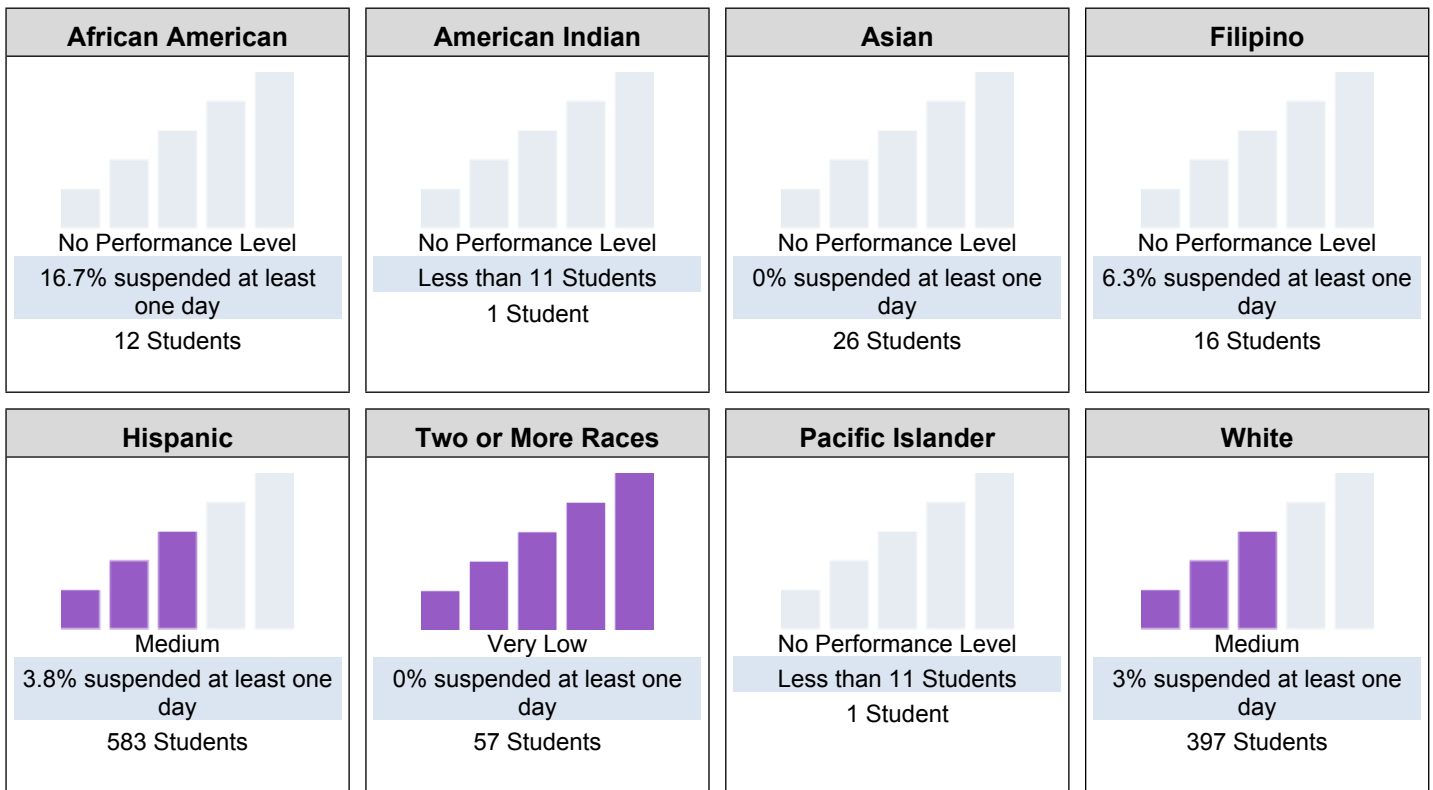
This section provides number of student groups in each level.



This section provides information about the percentage of students in kindergarten through grade 12 who have been suspended at least once in a given school year. Students who are suspended multiple times are only counted once.



**2022 Fall Dashboard Suspension Rate by Race/Ethnicity**



**Conclusions based on this data:**

1. White and Hispanic students were suspended at the same rate (Medium).
2. Suspension rate for all students was medium, however, the rate for Students with Disabilities is High.

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## LEA/LCAP Goal

1. All SCCS students will be prepared to successfully access post-secondary college and career opportunities.
3. We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

## Goal 1

We will have clarity of learning for all students

## Identified Need

English learner progress (very low) ; math performance (low) ; ELA performance (medium) as reported on the California School Dashboard

## Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Teacher Syllabus Gradebook alignment for teachers Student and parent survey regarding consistency	A-G rate for all students 2021-2022 increased by 5% (from 61% to 66%) since 2020-2021	Increase A-G rate for all students 2022-2023 by 2% to meet the district average of 68% Increased A, B, C, grades Fewer course re-takes
Student and teacher use of AVID or Organized Binder Learning intention visibly displayed in a common location in each classroom	A-G rate for all students 2021-2022 increased by 5% (from 61% to 66%) since 2020-2021	Increase A-G rate for all students 2022-2023 by 2% to meet the district average of 68% Increased A, B, C grades Students are supported by Tier 1 supports: Organized Binder; clear learning intentions
Each course has at least one common formative assessment/assignment per unit	A-G rate for all students 2021-2022 increased by 5% (from 61% to 66%) since 2020-2021	Increase A-G rate for all students 2022-2023 by 2% to meet the district average of 68% Increased A, B, C, grades
Options for in school tier 2 interventions	Graduation rate for all students decreased by .7% (from 92.59 in 2021 to 91.90% in 2022)	Increased graduation rate by 1.5% to reach 93.4% in 2022-2023 (district average is 91.99% in 2021-2022)

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
English Language Arts CAASPP Data: All students	61.86% of students met or exceeded ELA CAASPP standard in 2022.	All students improve 5% on ELA CAASPP standard in 2023 to meet 2022 high school average.
English Language Arts CAASPP Data: Hispanic students	45% of Hispanic students scored standard met and exceeded, combined on the ELA CAASPP in 2022	More than 60% of Hispanic students will score standard met and exceeded, combined on the ELA CAASPP in 2023 ( goal is an increase of 15%)
California Dashboard Graduation Rate for all students	Graduation rate for all students 91.92% in 2022 .	All students will increase 1.5% on graduation rate (from 91.92% to 93.42% in 2023)
California Dashboard Graduation Rate for Hispanic students	Graduation rate for Hispanic students is 93.33% in 2022, 1.4% higher than all students at Harbor	Hispanic students will increase 1.5% on graduation rate (from 93.33% to 94.83% in 2023)
Math CAASPP Data: All students	27.87% of students met or exceeded Math CAASPP standard in 2022.	All students improve 9% on Math CAASPP standard in 2023 to meet 2022 high school average of 37% met and exceeded combined.
Math CAASPP Data: Hispanic students	11.48% of Hispanic students met or exceeded Math CAASPP standard in 2022.	Hispanic students improve 10% on Math CAASPP standard in 2023 to exceed 2022 high school average of 16% met and exceeded combined.

Complete a copy of the Strategy/Activity table for each of the school’s strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

### Strategy/Activity 1

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

#### Strategy/Activity

1.1 We will define and implement common school-wide grading practices.

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

14,777.00

Title I

	1000-1999: Certificated Personnel Salaries 1.1 A-Release or paid time for common teaching and assessment practices for all teachers for IB and integrated ELD, to develop learning progressions, success criteria, and aligned grading practices. Release time for IB assessment grading and invigilating.
4820.00	LCFF - Supplemental 5000-5999: Services And Other Operating Expenditures 1.1 B- TurnItIn.com service
30,000	LCFF - Supplemental 1000-1999: Certificated Personnel Salaries 1.1 C-Release or paid time for common teaching and assessment practices for all teachers for integrated ELD, to develop learning progressions, success criteria, and aligned grading practices. Includes a New Teacher PLC to quickly align teachers new to Harbor and our district.

## Strategy/Activity 2

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

### Strategy/Activity

1.2 We will display and reference Learning Intentions daily.

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

## Strategy/Activity 3

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

### Strategy/Activity

1.3 We will give one common formative assignment/common assessment (CFA) 1x per unit

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

## Strategy/Activity 4

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

### Strategy/Activity

1.4 Provide books, supplies for classrooms/students/teachers, and supplemental instructional materials for all courses

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

20,200.00

Lottery: Instructional Materials  
4000-4999: Books And Supplies  
1.4 A-Curriculum materials, library books, and texts for all subjects

51,210.00

General Fund  
4000-4999: Books And Supplies  
1.4 B-Classroom supplies, furniture, printer supplies, etc.

40,058.00

Title I  
4000-4999: Books And Supplies  
1.4 C-Technology; supplemental teaching applications; teaching/classroom supplies

47,725.00

LCFF - Supplemental  
4000-4999: Books And Supplies  
1.4 D-Technology; supplemental supplies and curriculum

## Strategy/Activity 5

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

### Strategy/Activity

1.5 We will support the International Baccalaureate Diploma Program at our school (and Advanced Placement)

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

11,650.00

District Funded



	5000-5999: Services And Other Operating Expenditures 1.5 A-IB program annual fee
14,777.00	Title I 5000-5999: Services And Other Operating Expenditures 1.5 B-Staff training for IB, or AP, or other curricular workshops to support teacher instruction
1500.00	LCFF - Supplemental 1000-1999: Certificated Personnel Salaries 1.5 C-IB CAS Coordinator
7255.00	Title I 1000-1999: Certificated Personnel Salaries 1.5 D-IB Extended Essay hours
60,000	Other 5000-5999: Services And Other Operating Expenditures 1.5 E-IB test fees and AP test fees (funded by A-G Grant)

## Strategy/Activity 6

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Students

### Strategy/Activity

1.6 All staff will use the Organized Binder or AVID Binder system

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

5000.00	Title I 5000-5999: Services And Other Operating Expenditures 1.6 A-CSA with Mitch Weathers of Organized Binder
5000.00	LCFF - Supplemental 4000-4999: Books And Supplies 1.6 B-Copies of binder pages and binders for students
1000.00	LCFF - Supplemental 1000-1999: Certificated Personnel Salaries 1.6 C-Training and release time for teacher training of Organized Binder system

# Annual Review

## SPSA Year Reviewed: 2022-23

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

### ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

We are confident that all of the actions we provided will result in an increase in student outcomes, which will be seen in our 2023 CAASPP data, graduation data, and A-G rate. We do not have this data from the 2022-23 school year yet, but should in the next few weeks.

Harbor has a number of effective systems in place: the Organized Binder system, the "daily anchor" (a beginning of class routine that all teachers do to anchor students in their learning), IB instructional practices. The IB approaches to learning skills (ATL) are grounded in the belief that learning how to learn is fundamental to a student's life in and out of a school context. In broad terms, IB programs support learners in developing: thinking skills, communication skills, research skills, self-management skills, & social skills. These are skills we are purposefully building in our students regardless of the course being IB or not because of our "IB for All" approach.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

There were no great material differences between the Proposed Expenditures and the Estimated Actual Expenditures.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

We are continuing this goal for next school year, and we will continue the strategies that are already working as well as continue to refine strategies we have not yet realized. We had different departments pilot different standards based grading practices, which will serve as a great foundation to continue this work next school year. Additionally, most course teachers are collaborating and using common formative assessments, but we still have room to grow in this practice in the next school year by ensuring teachers are also analyzing student work produced on these assessments and determine next instructional steps.

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## LEA/LCAP Goal

3. We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

## Goal 2

We will provide targeted interventions for all students with a focus on EL, Hispanic/Latino, and Socio-Economically Disadvantaged students

## Identified Need

English learner progress (very low) ; math performance (low) ; ELA performance (medium) as reported on the California School Dashboard; Hispanic/Latino math & ELA CAASPP scores low; socio-economically disadvantaged students math & ELA CAASPP scores low.

## Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Graduation Rate	Graduation rate for all students decreased by .7% (from 92.59 in 2021 to 91.90% in 2022)	Increased graduation rate by 1.5% to reach 93.4% in 2022-2023 (district average is 91.99% in 2021-2022)
A-G Rate	A-G rate for all students 2021-2022 increased by 5% (from 61% to 66%) since 2020-2021	Increase A-G rate for all students 2022-2023 by 2% to meet the district average of 68%
Semester Grades	82% of student 1st semester grades were A, B, &/or C's in 2020-21 and 2021-2022	85% of 1st semester grades will be A, B, &/or C's in 2022-2023.
California Dashboard College and Career Readiness Measure: all students	Not reported for 2022	Measured as "high" on California Dashboard in 2023
California Dashboard College and Career Readiness Measure: Hispanic students	Not reported for 2022	Measured as "high" on California Dashboard in 2023
Graduation Rate: English Learners	80% graduation rate in 2022 for English Learners	English Learners will increase their Graduation Rate by 5% in 2023.
English Learner Progress	English learner progress reported "Very Low" on California Dashboard, 2022.	Increase to medium to high in 2023 on English Learner progress

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students; focus on English Learners

### Strategy/Activity

2.1 We will utilize integrated ELD strategies in the classroom and provide training to all teachers on high impact integrated ELD strategies.

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

1500.00	LCFF - Supplemental 4000-4999: Books And Supplies 2.1 A-ELD curriculum
3000.00	District Funded 1000-1999: Certificated Personnel Salaries 2.1 B-EWR for library extra hours to support ELD Interventions
2500.00	LCFF - Supplemental 4000-4999: Books And Supplies 2.1 C-Books for library
23,000.00	District Funded 5000-5999: Services And Other Operating Expenditures 2.1 D-West Ed. Training on Integrated ELD for all staff
2000.00	LCFF - Supplemental 1000-1999: Certificated Personnel Salaries 2.1 E-Collaboration Intervention PLC
8000.00	LCFF - Supplemental 5000-5999: Services And Other Operating Expenditures 2.1 F-ATSI: Costs related to supporting English Learner Progress

## Strategy/Activity 2

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students; focus on students who need academic support

### Strategy/Activity

## 2.2 We will implement in-school intervention opportunities

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

23,820.00	District Funded 2000-2999: Classified Personnel Salaries 2.2 A-Support English Language Learners in ELD classes and mainstream classes, and After School Learning Center with tutors (Bilingual math tutors and HH Homework club) (District LCFF)
56,186.00	District Funded 1000-1999: Certificated Personnel Salaries 2.2 B-RTI Coordinator
20,148.00	Title I 2000-2999: Classified Personnel Salaries 2.2 H-Paraeducator hours
15,000.00	Title I 2000-2999: Classified Personnel Salaries 2.2 I-Paraeducator hours and peer tutor hours
73,688.00	District Funded 1000-1999: Certificated Personnel Salaries 2.2 C-Academic Intervention/Math and Reading intervention/Transitional English for English Learners
152,169.00	District Funded 1000-1999: Certificated Personnel Salaries 2.2 D-Credit Recovery teacher
2000.00	District Funded 1000-1999: Certificated Personnel Salaries 2.2 E-Peer tutoring coordinator stipend
62,421.00	District Funded 2000-2999: Classified Personnel Salaries 2.2 F- Bilingual paraeducator
35,381.00	District Funded 1000-1999: Certificated Personnel Salaries 2.2 G-Small group tutoring during academic lab

### Strategy/Activity 3

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

Strategy/Activity

## 2.3 Create and implement a toolkit of Tier I and Tier 2 intervention strategies

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

## Strategy/Activity 4

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

### Strategy/Activity

2.4 We support a college-going culture by providing support with MESA and college counselor, AVID, and funding for college field trips, AVID classes, materials/curriculum, and supplies

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

5000.00	Title I 5000-5999: Services And Other Operating Expenditures 2.4 A-CSA with UCSC for MESA contract
2000.00	Title I 1000-1999: Certificated Personnel Salaries 2.4 B-MESA club advisor compensation
94,760.00	Title I 1000-1999: Certificated Personnel Salaries 2.4 C-AVID courses
2000.00	Title I 5000-5999: Services And Other Operating Expenditures 2.4 D-Transportation for MESA activities (UCSC competition and enrichment field trip)
1000.00	Title I 4000-4999: Books And Supplies 2.4 E-Supplies for MESA
7000.00	Title I 5000-5999: Services And Other Operating Expenditures 2.4 F-Field Trips, supplies
44,699.00	LCFF - Supplemental 1000-1999: Certificated Personnel Salaries

**Strategy/Activity 5****Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

English Learners

## Strategy/Activity

2.6 We will offer courses at all English Learner levels to support students' acquisition of English

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

23,335.00

District Funded  
1000-1999: Certificated Personnel Salaries  
2.6 A-Newcomer ELD

55,267.00

District Funded  
1000-1999: Certificated Personnel Salaries  
2.6 B-Spanish Speakers classes, SDAIE  
English

58,902.00

LCFF - Supplemental  
1000-1999: Certificated Personnel Salaries  
2.6 C-Spanish speaker classes

**Strategy/Activity 6****Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All students with an emphasis on SED, Latinx, and English learners

## Strategy/Activity

2.7 We will support all students by providing opportunities for access to college

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

20,000.00

LCFF - Supplemental  
5000-5999: Services And Other Operating  
Expenditures  
2.7 A-IB and test fees

5000.00

LCFF - Supplemental  
5000-5999: Services And Other Operating  
Expenditures  
2.7 B-PSAT tests

## Strategy/Activity 7

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students with a focus on English Learners

### Strategy/Activity

2.8 We will create smaller class sizes to allow for more in class interventions and our of class intervention

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

301,429.00

District Funded  
1000-1999: Certificated Personnel Salaries  
2.8 A-Additional classes in Math, Health, English, Spanish, and Social Studies

## Annual Review

### SPSA Year Reviewed: 2022-23

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

### ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

Overall we were able to implement all of the planned actions/services.

Overall, all actions/services were effective. Integrated ELD PD was effective. We just need more of it. Math Plus is effective, however, we need to expand these intervention practices to support more students.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

There were no real material differences between the proposed expenditures and the estimated actual expenditures.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

We will continue this goal next school year as a gap still exists between our student groups in many areas. We need to continue Integrated ELD PD as our school is in ATSI for this and our English Learners need more direct supports in the classroom. To do so we are going to work with West Ed to provide high quality Integrated ELD PD. This can be seen in Goal 2 Strategy/Activity 1. We will



also work on developing the intervention strategies toolkit next school year, and use these strategies at staff meetings, which can be seen in Goal 2 Strategy 3.

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## LEA/LCAP Goal

2. SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

## Goal 3

We will create a positive, engaging school environment that promotes the development of cognitive skills and the social emotional well-being of all students.

## Identified Need

Chronic absenteeism, 2021-2022, is 26% for all students.

## Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Student participation in athletics	58% of Harbor students participated in 1 or more sports during 2017-2018	Increase or maintain percent of students participating in athletics.
Parent participation in ELAC, Boosters, and school events	93.8% of parents report agree/strongly agree to "I have opportunities to become involved in school activities."	Increase or maintain percent of parents agree/strongly agree to survey question "I have opportunities to become involved in school activities."
Number of teacher referrals	185 total referrals from administrators and teachers in 2021-2022 (decrease of 33% since 2017-2018 school year)	Decrease in number of behavior referrals for student behavior by 2%
California Dashboard Suspension Rate: All students	2022 California Dashboard report: Medium for suspensions	Reduce suspension rate by 1% for all students
California Dashboard Suspension Rate: Hispanic Students	Hispanic student suspension rate for Harbor in 2022: Low	Reduce suspension rate by 1% for Hispanic students
California Dashboard Suspension Rate: English Learners	English learner suspension rate for Harbor in 2022: Low	Reduce suspension rate by 1% for English Learners
Attendance Rate	Chronically absent rate for Harbor in 2021-2022 is 26% for all students	Reduce chronically absent percent to 15% or less

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

### Strategy/Activity 1

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

#### Strategy/Activity

3.1 We will train teachers on restorative practices and Positive Behavior Intervention System (PBIS).

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

1000.00

LCFF - Supplemental  
1000-1999: Certificated Personnel Salaries  
3.1 A-PD on social emotional learning and restorative practices

### Strategy/Activity 2

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

#### Strategy/Activity

3.2 We will support student participation in school activities, athletics, and clubs

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

4933.00

LCFF - Supplemental  
2000-2999: Classified Personnel Salaries  
3.2 A-Enrichment provider for football conditioning

5000.00

LCFF - Supplemental  
1000-1999: Certificated Personnel Salaries  
3.2 B-Enrichment activities: weight room, etc.

8,000.00

LCFF - Supplemental  
4000-4999: Books And Supplies  
3.2 C-PE and athletic uniforms for SED students who cannot purchase their own

44,698.00

District Funded

	1000-1999: Certificated Personnel Salaries 3.2 E-Activities Director release time .4 (LCFF District)
1500.00	Title I 1000-1999: Certificated Personnel Salaries 3.2 F-Additional hours for dance teacher to put on performance
500.00	LCFF - Supplemental 2000-2999: Classified Personnel Salaries 3.2 G-Yearbook camp
20,000.00	LCFF - Supplemental 5000-5999: Services And Other Operating Expenditures 3.2 H-Rental of facilities and other operating expenditures for activities
5012.00	LCFF - Supplemental 4000-4999: Books And Supplies 3.2 I-Supplies for activities for school connectedness

### Strategy/Activity 3

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

#### Strategy/Activity

3.3 Promote positive culture and climate through school culture with visible Harbor logo products

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

4000.00	Site Based Gifts and Donations 4000-4999: Books And Supplies 3.3 A-Provide Harbor community with Harbor-wear and other promotional items to support school spirit (0051 Donations)
250.00	LCFF - Supplemental 4000-4999: Books And Supplies 3.3 B-Celebrate academic achievements of our students with an academic awards ceremony

### Strategy/Activity 4

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

## Strategy/Activity

3.4 Provide departments with needed supplies, furniture, learning extension, and classroom needs to support instruction

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

2000.00

LCFF - Supplemental  
4000-4999: Books And Supplies  
3.4 A-Departments and teachers have access to Harbor branded supplies needed to support students, instructionally and social emotionally

650.00

LCFF - Supplemental  
5000-5999: Services And Other Operating Expenditures  
3.4 B-Shakespeare Santa Cruz performance to English and other classes

## Strategy/Activity 5

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students with a focus on English Learners

## Strategy/Activity

3.5 We will provide parents and students a full time school community coordinator

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

88,176.00

District Funded  
2000-2999: Classified Personnel Salaries  
3.5 A-School Community Coordinator .5 position funding (District LCFF)

2000.00

LCFF - Supplemental  
5000-5999: Services And Other Operating Expenditures  
3.5 B-ELAC related and ELD student support

1500.00

LCFF - Supplemental  
2000-2999: Classified Personnel Salaries  
3.5 C-Additional hours for translation at events and all written materials to parents (61 MAA)

## Strategy/Activity 6

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Freshmen

### Strategy/Activity

3.6 We will support the Freshman transition to high school

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

5000.00

Title I  
4000-4999: Books And Supplies  
3.6 A-Link Crew leaders and advisor, materials and supplies

### Strategy/Activity 7

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

### Strategy/Activity

3.7 We will support all students' social/emotional well being

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

177,148.00

District Funded  
1000-1999: Certificated Personnel Salaries  
3.7 A-Social Emotional Counselor (MFT)

5139.00

District Funded  
1000-1999: Certificated Personnel Salaries  
3.7 B-Social Work Interns stipend

## Annual Review

### SPSA Year Reviewed: 2022-23

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

## ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

We implemented all strategies/activities in this goal. While these strategies were all effective, we do need to spend more time on training teachers in restorative practices and supporting positive behavior in the classroom. This needs to be a focus in the 2023-24 school year.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

There were no major differences between the intended implementation and/or budgeted expenditures to implement the strategies/activities to meet the articulated goal.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

We will continue this goal in the 2023-24 school year, and we will add to our restorative practices by implementing PBIS (positive behavior intervention system), which can be seen in Goal 3 Strategy/Activity 1.

# Budget Summary

Complete the table below. Schools may include additional information. Adjust the table as needed. The Budget Summary is required for schools funded through the ConApp, and/or that receive funds from the LEA for Comprehensive Support and Improvement (CSI).

## Budget Summary

Description	Amount
Total Funds Provided to the School Through the Consolidated Application	\$313,000
Total Federal Funds Provided to the School from the LEA for CSI	\$10,000
Total Funds Budgeted for Strategies to Meet the Goals in the SPSA	\$1,792,683.00

## Other Federal, State, and Local Funds

List the additional Federal programs that the school is including in the schoolwide program. Adjust the table as needed. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

Federal Programs	Allocation (\$)
Title I	\$235,275.00

Subtotal of additional federal funds included for this school: \$235,275.00

List the State and local programs that the school is including in the schoolwide program. Duplicate the table as needed.

State or Local Programs	Allocation (\$)
District Funded	\$1,138,507.00
General Fund	\$51,210.00
LCFF - Supplemental	\$283,491.00
Lottery: Instructional Materials	\$20,200.00
Other	\$60,000.00
Site Based Gifts and Donations	\$4,000.00

Subtotal of state or local funds included for this school: \$1,557,408.00

Total of federal, state, and/or local funds for this school: \$1,792,683.00



# School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

- 1 School Principal
- 3 Classroom Teachers
- 1 Other School Staff
- 3 Parent or Community Members
- 2 Secondary Students

Name of Members	Role
Tracey Runeare	Principal
Shannon Greene	Classroom Teacher
Georgia Cuddihy	Classroom Teacher
Julie Rogers	Classroom Teacher
Naomi Blanco	Parent or Community Member
Jolene Kemos	Parent or Community Member
Rosario Weckler	Other School Staff
Nevaeh Karraker	Secondary Student
Alissa Brunette	Secondary Student
Dan Palmer	Parent or Community Member

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.


# Recommendations and Assurances

The School Site Council (SSC) recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the School Plan for Student Achievement (SPSA) requiring board approval.

The SSC sought and considered all recommendations from the following groups or committees before adopting this plan:



Signature	Committee or Advisory Group Name
	English Learner Advisory Committee
	District/School Liaison Team for schools in Program Improvement

The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

This SPSA was adopted by the SSC at a public meeting on .

Attested:

	Principal, Tracey Runeare on May 9, 2023
	SSC Chairperson, Jolene Kemos on May 9, 2023

School Year: **2023-24**

# School Plan for Student Achievement (SPSA) Template

The School Plan for Student Achievement (SPSA) is meant to consolidate all school-level planning efforts into one plan for programs funded through the consolidated application (ConApp), pursuant to the California Education Code (EC) Section 64001 and the Elementary and Secondary Education Act as amended by the Every Student Succeeds Act (ESSA).

The purpose of the SPSA is to increase the overall effectiveness of the school program by crafting a strategic plan that maximizes the resources available to the school while minimizing duplication of effort with the ultimate goal of increasing student achievement.

The School Site Council (SSC) is required to develop and annually review the SPSA, establish an annual budget, and make modifications in the plan to reflect changing needs and priorities, as applicable, pursuant to EC 52853(b) and 52855.

California's ESSA State Plan significantly shifts the state's approach to the utilization of federal resources in support of underserved student groups. The SPSA provides schools with the opportunity to document their approach to maximizing the impact of federal investments in support of underserved students.

The implementation of ESSA in California presents an opportunity for schools to innovate with their federally-funded programs and align them with the priority goals of the school and the LEA that are being realized under the state's Local Control Funding Formula (LCFF).

LCFF provides schools and LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The SPSA planning process supports continuous cycles of action, reflection, and improvement.

<b>School Name</b>	Soquel High School
<b>Address</b>	401 Old San Jose Rd. Soquel, CA 95073-2213
<b>County-District-School (CDS) Code</b>	44698234437406
<b>Principal</b>	Greg O'Meara
<b>District Name</b>	Santa Cruz City Schools
<b>SPSA Revision Date</b>	September 20, 2023
<b>Schoolsite Council (SSC) Approval Date</b>	May 17, 2023
<b>Local Board Approval Date</b>	TBA

In the pages that follow, please describe the school's plan for making the best use of federal ESEA resources in alignment with other federal, state, and local programs.

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# School Vision and Mission

Vision: Soquel High School is a diverse, creative, and professional learning community that encourages and supports all students to achieve intellectual and personal excellence, and to be prepared for college, career, and society.

Mission: Educate - Engage - Empower

Values: Kindness, Collaboration, Equity, Diversity, Integrity, Responsibility, Safety

## School Profile

### School Profile

The forty-acre Soquel High School campus is located on a plateau in the foothills of this Coastal California community one mile from the shores of Monterey Bay, six miles south of Santa Cruz and forty-five miles north of Carmel. Soquel High is bordered by the confluence of Soquel Creek as it flows to Capitola-By-The-Sea through the wooded surroundings of this campus. Fishing, hiking, bicycling, running, and aquatic sports are all popular pastimes for Soquel families and are reflected in many annual events.

Strong as a “commute” community to the employment centers of Monterey, Santa Cruz, Scotts Valley, San Jose and the Silicon Valley, Soquel (a Costanoan Indian word for “place of the willows”) takes pride in its own social and commercial center of Soquel Village with its shops, businesses and recreational areas.

The Santa Cruz City Schools District is comprised of four elementary schools, two middle schools, three comprehensive high schools, one continuation high school, and several alternative programs available to middle school and senior high school students. The Western Association of Schools and Colleges (WASC) accredits schools in our district.

Students at Soquel High School reside in the Soquel Village area, Capitola-By-The-Sea, Live Oak, Aptos, Watsonville, and parts of Santa Cruz and Scotts Valley. These students come from the Soquel Elementary School District, the Live Oak Elementary School District, the Mountain School District, Pajaro Valley Unified School District, and Santa Cruz City Schools. Students are served by Cabrillo Community College, University of California at Santa Cruz (UCSC), California State University at Monterey Bay and are in proximity to San Jose State University and many Santa Cruz County Regional Occupational Programs.

Soquel High School is a comprehensive public school with a student population of approximately 980 in grades nine through twelve. Soquel offers and affirms a challenging and rigorous academic program leading to graduation as well as surpassing college entrance requirements. Computer research, several career technical education (CTE) programs articulated with area community colleges and training programs, a vital visual and performing arts department as well as honors and thirteen advanced placement courses in all academic areas exemplify the excellence sought by this school. Students from a broad and diverse suburban population come together at Soquel to learn and grow toward their futures.

Greg O'Meara, Principal  
Amine Bouchti, Assistant Principal  
Jose Quevedo, Assistant Principal  
Stuart Walters, Athletic Director  
Layla Dawson, Activities Director

## Educational Partner Involvement

How, when, and with whom did the school consult as part of the planning process for this SPSA/Annual Review and Update?

### **Involvement Process for the SPSA and Annual Review and Update**

School Site Council oversees the Soquel High School Single Plan for Student Achievement (SPSA) and regularly meets to discuss and give input into different aspects of our (School Plan for Student Achievement) SPSA. The Soquel High School SSC consists of certificated faculty, classified staff, site administration, students, and parents/guardians. Additionally, the Soquel ELAC annually reviews and gives input to the Soquel SPSA as does the Soquel Student Leadership team, and Soquel SCIL Teacher Leadership team.

# School and Student Performance Data

## Student Enrollment Enrollment By Student Group

Student Enrollment by Subgroup						
Student Group	Percent of Enrollment			Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23
American Indian	1.0%	0.39%	0.41%	10	4	4
African American	1.4%	0.68%	1.13%	14	7	11
Asian	2.5%	1.96%	1.75%	26	20	17
Filipino	1.2%	0.59%	0.72%	12	6	7
Hispanic/Latino	36.9%	36.59%	39.53%	382	374	385
Pacific Islander	0.3%	0.20%	0.21%	3	2	2
White	54.1%	53.03%	49.49%	559	542	482
Multiple/No Response	2.7%	4.50%	5.24%	28	46	51
	<b>Total Enrollment</b>			1,034	1022	974

## Student Enrollment Enrollment By Grade Level

Student Enrollment by Grade Level			
Grade	Number of Students		
	20-21	21-22	22-23
Grade 9	269	286	252
Grade 10	209	261	290
Grade 11	282	200	239
Grade 12	274	275	193
<b>Total Enrollment</b>	1,034	1,022	974

### Conclusions based on this data:

1. Our overall student population decreased (-48) in 2022-2023, consistent with a three year trend of declining enrollment.
2. Our two largest groups based on ethnicity are White and Hispanic. These population sizes continue to remain relatively similar over the previous three years.
3. Soquel High School has named faculty and parent representation to participate in the newly established Vision 2030 Committee to problemsolve around the issue of declining enrollment in SCCS.

# School and Student Performance Data

## Student Enrollment English Learner (EL) Enrollment

English Learner (EL) Enrollment						
Student Group	Number of Students			Percent of Students		
	20-21	21-22	22-23	20-21	21-22	22-23
English Learners	52	49	53	5.00%	4.8%	5.4%
Fluent English Proficient (FEP)	226	192	194	21.90%	18.8%	19.9%
Reclassified Fluent English Proficient (RFEP)	0			0.0%		

### Conclusions based on this data:

1. Our English Learner population slightly increased by 4 students in 2022-2023. It should be noted that Soquel High does not have a newcomer program for English Learners. Harbor High School in Santa Cruz City Schools is our comprehensive high school offering a newcomer program.



# School and Student Performance Data

## CAASPP Results English Language Arts/Literacy (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 11	271	195		50	186		49	185		18.5	95.4	
All Grades	271	195		50	186		49	185		18.5	95.4	

The "% of Enrolled Students Tested" showing in this table is not the same as "Participation Rate" for federal accountability purposes.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 11	2674.	2618.		63.27	28.65		22.45	38.38		2.04	22.70		12.24	10.27	
All Grades	N/A	N/A	N/A	63.27	28.65		22.45	38.38		2.04	22.70		12.24	10.27	

Reading Demonstrating understanding of literary and non-fictional texts									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 11	48.98	30.43		36.73	59.24		14.29	10.33	
All Grades	48.98	30.43		36.73	59.24		14.29	10.33	

Writing Producing clear and purposeful writing									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 11	65.31	32.61		22.45	51.09		12.24	16.30	
All Grades	65.31	32.61		22.45	51.09		12.24	16.30	

Listening Demonstrating effective communication skills									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 11	24.49	16.30		69.39	76.09		6.12	7.61	
All Grades	24.49	16.30		69.39	76.09		6.12	7.61	

Research/Inquiry Investigating, analyzing, and presenting information									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 11	53.06	23.37		40.82	67.93		6.12	8.70	
All Grades	53.06	23.37		40.82	67.93		6.12	8.70	

**Conclusions based on this data:**

1. Soquel High School participation rate in 2021-2022 eclipsed the required 95% (95.4%)
2. (ELA) Overall increase in "Achievement for All Students" in 2021-2022 as measured by the number of students meeting standard increased by 2% from 2020-2021

# School and Student Performance Data

## CAASPP Results Mathematics (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 11	271	193		34	186		32	186		12.5	96.4	
All Grades	271	193		34	186		32	186		12.5	96.4	

\* The “% of Enrolled Students Tested” showing in this table is not the same as “Participation Rate” for federal accountability purposes.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 11	2625.	2574.		28.13	16.67		31.25	15.59		12.50	27.42		28.13	40.32	
All Grades	N/A	N/A	N/A	28.13	16.67		31.25	15.59		12.50	27.42		28.13	40.32	

Concepts & Procedures Applying mathematical concepts and procedures									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 11	31.25	18.82		50.00	41.94		18.75	39.25	
All Grades	31.25	18.82		50.00	41.94		18.75	39.25	

Problem Solving & Modeling/Data Analysis Using appropriate tools and strategies to solve real world and mathematical problems									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 11	28.13	20.43		53.13	58.60		18.75	20.97	
All Grades	28.13	20.43		53.13	58.60		18.75	20.97	

Communicating Reasoning Demonstrating ability to support mathematical conclusions									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 11	31.25	14.52		59.38	62.37		9.38	23.12	
All Grades	31.25	14.52		59.38	62.37		9.38	23.12	

### Conclusions based on this data:

1. Participation rate eclipsed the required 95% (96.4%)

2. The overall percentage of students meeting standard in mathematics decreased by 12%.

# School and Student Performance Data

## ELPAC Results

ELPAC Summative Assessment Data Number of Students and Mean Scale Scores for All Students												
Grade Level	Overall			Oral Language			Written Language			Number of Students Tested		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
9	1537.2	1542.4		1542.3	1529.8		1531.6	1554.5		16	17	
10	*	1563.9		*	1558.8		*	1568.7		10	12	
11	*	*		*	*		*	*		7	8	
12	*	*		*	*		*	*		10	6	
All Grades										43	43	

Overall Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
9	0.00	0.00		50.00	47.06		31.25	47.06		18.75	5.88		16	17	
10	*	16.67		*	33.33		*	50.00		*	0.00		*	12	
11	*	*		*	*		*	*		*	*		*	*	
12	*	*		*	*		*	*		*	*		*	*	
All Grades	9.30	9.30		34.88	41.86		39.53	41.86		16.28	6.98		43	43	

Oral Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
9	25.00	17.65		50.00	41.18		18.75	41.18		6.25	0.00		16	17	
10	*	25.00		*	58.33		*	8.33		*	8.33		*	12	
11	*	*		*	*		*	*		*	*		*	*	
12	*	*		*	*		*	*		*	*		*	*	
All Grades	25.58	23.26		46.51	48.84		16.28	20.93		11.63	6.98		43	43	

Written Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
9	0.00	0.00		12.50	35.29		56.25	47.06		31.25	17.65		16	17	
10	*	8.33		*	25.00		*	50.00		*	16.67		*	12	
11	*	*		*	*		*	*		*	*		*	*	
12	*	*		*	*		*	*		*	*		*	*	
All Grades	2.33	2.33		16.28	27.91		51.16	46.51		30.23	23.26		43	43	

Listening Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
9	12.50	5.88		62.50	82.35		25.00	11.76		16	17	
10	*	8.33		*	83.33		*	8.33		*	12	
11	*	*		*	*		*	*		*	*	
12	*	*		*	*		*	*		*	*	
All Grades	4.65	4.65		62.79	81.40		32.56	13.95		43	43	

Speaking Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
9	75.00	47.06		18.75	47.06		6.25	5.88		16	17	
10	*	58.33		*	41.67		*	0.00		*	12	
11	*	*		*	*		*	*		*	*	
12	*	*		*	*		*	*		*	*	
All Grades	76.74	55.81		13.95	39.53		9.30	4.65		43	43	

Reading Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
9	6.25	5.88		37.50	64.71		56.25	29.41		16	17	
10	*	16.67		*	50.00		*	33.33		*	12	
11	*	*		*	*		*	*		*	*	
12	*	*		*	*		*	*		*	*	
All Grades	4.65	9.30		44.19	58.14		51.16	32.56		43	43	

Writing Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
<b>9</b>	0.00	0.00		81.25	76.47		18.75	23.53		16	17	
<b>10</b>	*	0.00		*	100.00		*	0.00		*	12	
<b>11</b>	*	*		*	*		*	*		*	*	
<b>12</b>	*	*		*	*		*	*		*	*	
<b>All Grades</b>	9.30	4.65		76.74	81.40		13.95	13.95		43	43	

**Conclusions based on this data:**

- 1.

# School and Student Performance Data

## Student Population

For the past two years, many state and federal accountability requirements were waived or adjusted due to the impact of the COVID-19 pandemic on LEAs, schools, and students. Beginning with the 2021-22 school year, the requirements to hold schools and districts accountable for student outcomes has returned with the release of the 2022 California School Dashboard (Dashboard). The Every Student Succeeds Act is requiring all states to determine schools eligible for support. Similarly, under state law, Assembly Bill (AB) 130, which was signed into law in 2021, mandates the return of the Dashboard using only current year performance data to determine LEAs for support. Therefore, to meet this state requirement, only the 2021-22 school year data will be reported on the 2022 Dashboard for state indicators. (Data for Change [or the difference from prior year] and performance colors will not be reported.)

This section provides information about the school's student population.

2021-22 Student Population			
<b>Total Enrollment</b>	<b>Socioeconomically Disadvantaged</b>	<b>English Learners</b>	<b>Foster Youth</b>
<b>1,022</b>	<b>25.9</b>	<b>4.8</b>	Students whose well being is the responsibility of a court.
Total Number of Students enrolled in Soquel High School.	Students who are eligible for free or reduced priced meals; or have parents/guardians who did not receive a high school diploma.	Students who are learning to communicate effectively in English, typically requiring instruction in both the English Language and in their academic courses.	

2021-22 Enrollment for All Students/Student Group		
Student Group	Total	Percentage
<b>English Learners</b>	49	4.8
<b>Foster Youth</b>		
<b>Homeless</b>	2	0.2
<b>Socioeconomically Disadvantaged</b>	265	25.9
<b>Students with Disabilities</b>	120	11.7

Enrollment by Race/Ethnicity		
Student Group	Total	Percentage
<b>African American</b>	7	0.7
<b>American Indian</b>	4	0.4
<b>Asian</b>	20	2.0
<b>Filipino</b>	6	0.6
<b>Hispanic</b>	374	36.6
<b>Two or More Races</b>	46	4.5
<b>Pacific Islander</b>	2	0.2
<b>White</b>	542	53.0



**Conclusions based on this data:**

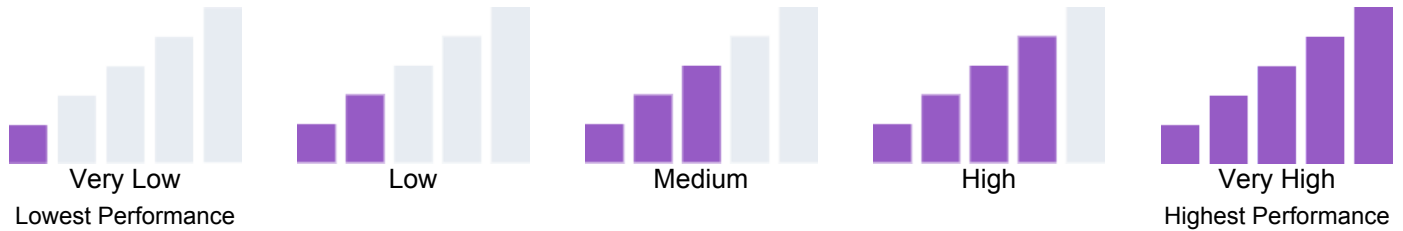
1. While overall enrollment has declined, the demographic representation of subgroups remains consistent. White (53%) and Hispanic (36.6%) continue to represent a majority of our student population, with a combined 89.6%.

# School and Student Performance Data

## Overall Performance

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

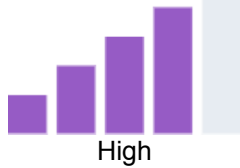
Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



### 2022 Fall Dashboard Overall Performance for All Students

#### Academic Performance

##### English Language Arts



##### Mathematics



##### English Learner Progress

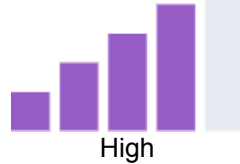


##### College/Career

Not Reported in 2022

#### Academic Engagement

##### Graduation Rate



#### Conditions & Climate

##### Suspension Rate



**Conclusions based on this data:**

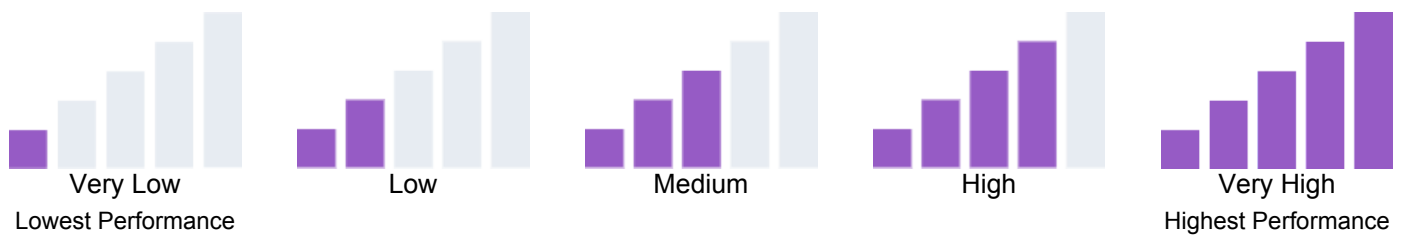
1. Based on status levels achieved in 21-22, Soquel is demonstrating "High" performance in English Language Arts, and "Medium" status levels in Mathematics and English Learner progress.
2. Based on status levels in 21-22, Soquel Graduation rate is designated as "High"
3. Based on status levels in 21-22, Soquel High School's suspension rate is designated as "Low".

# School and Student Performance Data

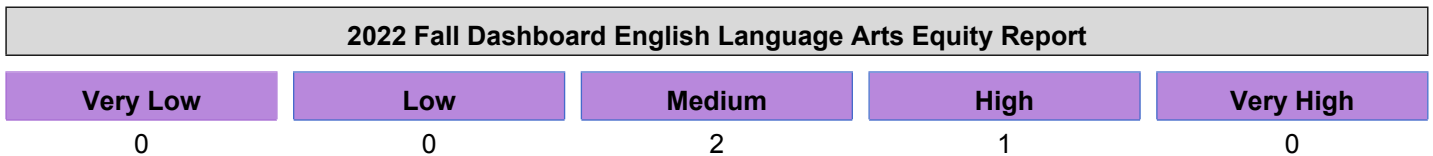
## Academic Performance English Language Arts

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

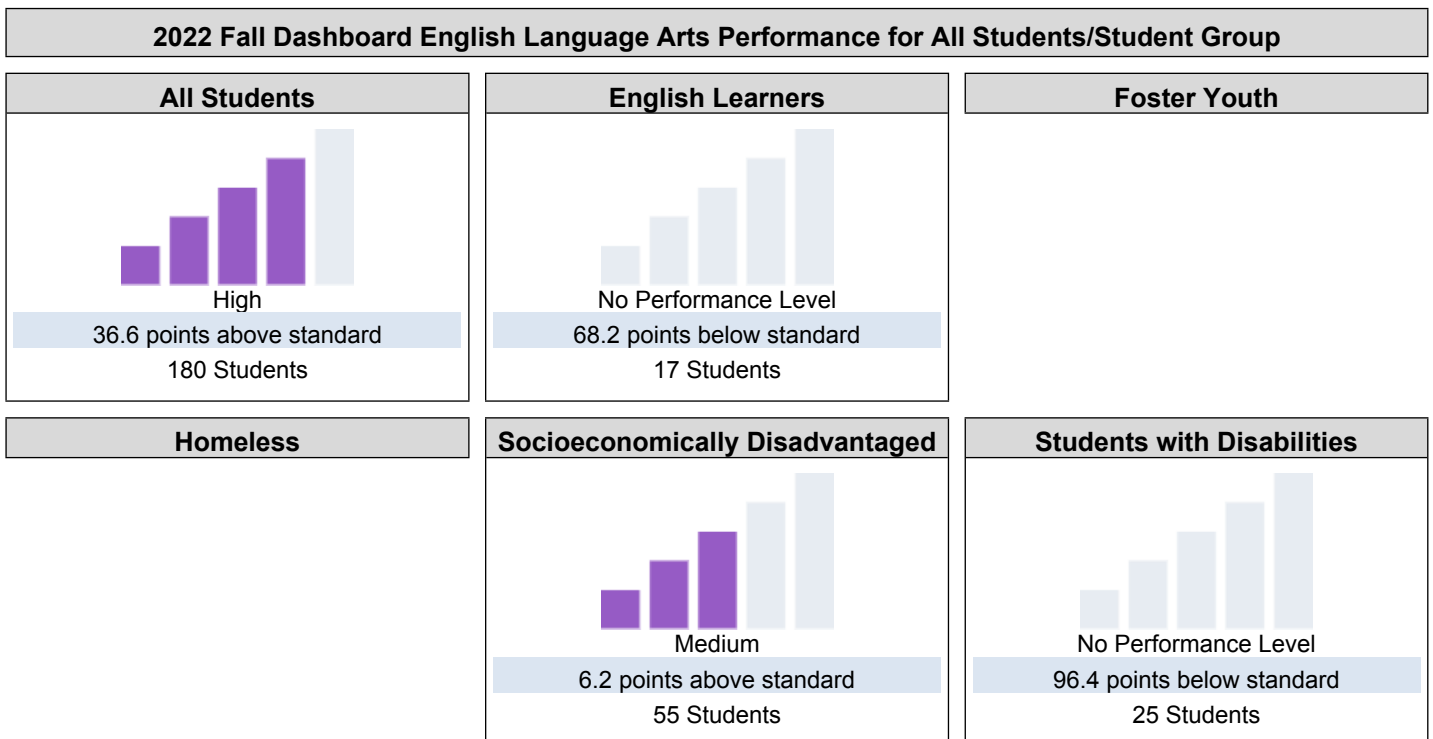
Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



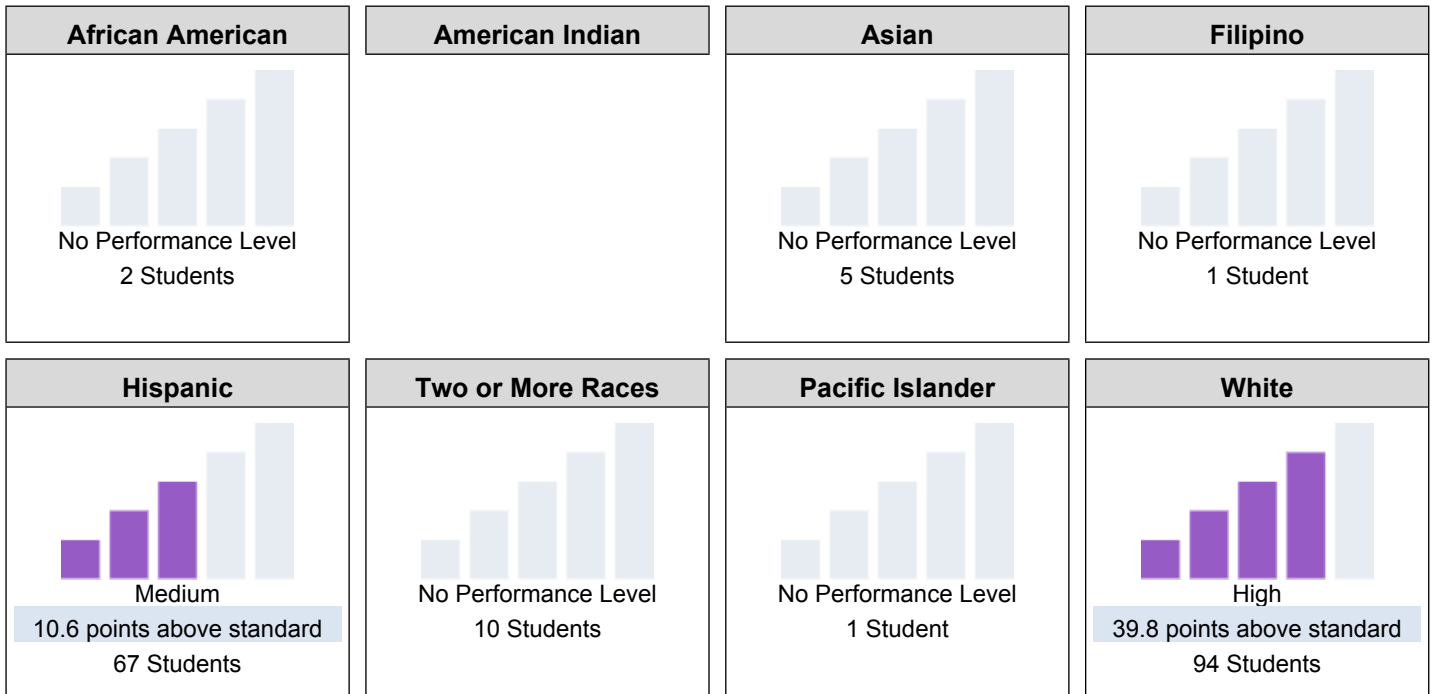
This section provides number of student groups in each level.



This section provides a view of how well students are meeting grade-level standards on the English Language Arts assessment. This measure is based on student performance on either the Smarter Balanced Summative Assessment or the California Alternate Assessment, which is taken annually by students in grades 3–8 and grade 11.



**2022 Fall Dashboard English Language Arts Performance by Race/Ethnicity**



This section provides additional information on distance from standard for current English learners, prior or Reclassified English learners, and English Only students in English Language Arts.

**2022 Fall Dashboard English Language Arts Data Comparisons for English Learners**

Current English Learner	Reclassified English Learners	English Only
7 Students	10 Students	46.6 points above standard 134 Students

**Conclusions based on this data:**

- Overall achievement in the area of ELA (21-22) was 36.6 points above standard, with a designation of "High".
- Hispanic students (overall 10.6 points above standard/Medium status) are not achieving at the same rate as their White peers (39.8 points above standard/High status).
- Socioeconomically disadvantaged students are also designated as "Medium" status at 6.2 points above standard.

# School and Student Performance Data

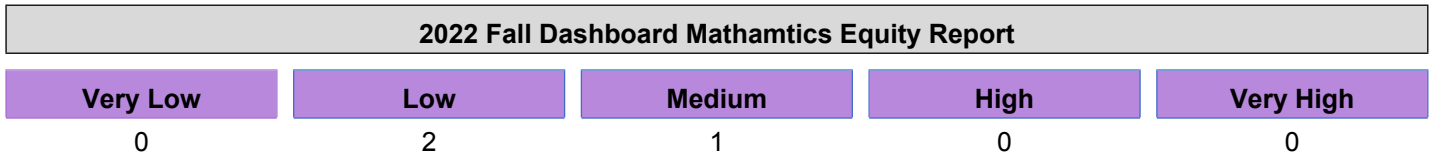
## Academic Performance Mathematics

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

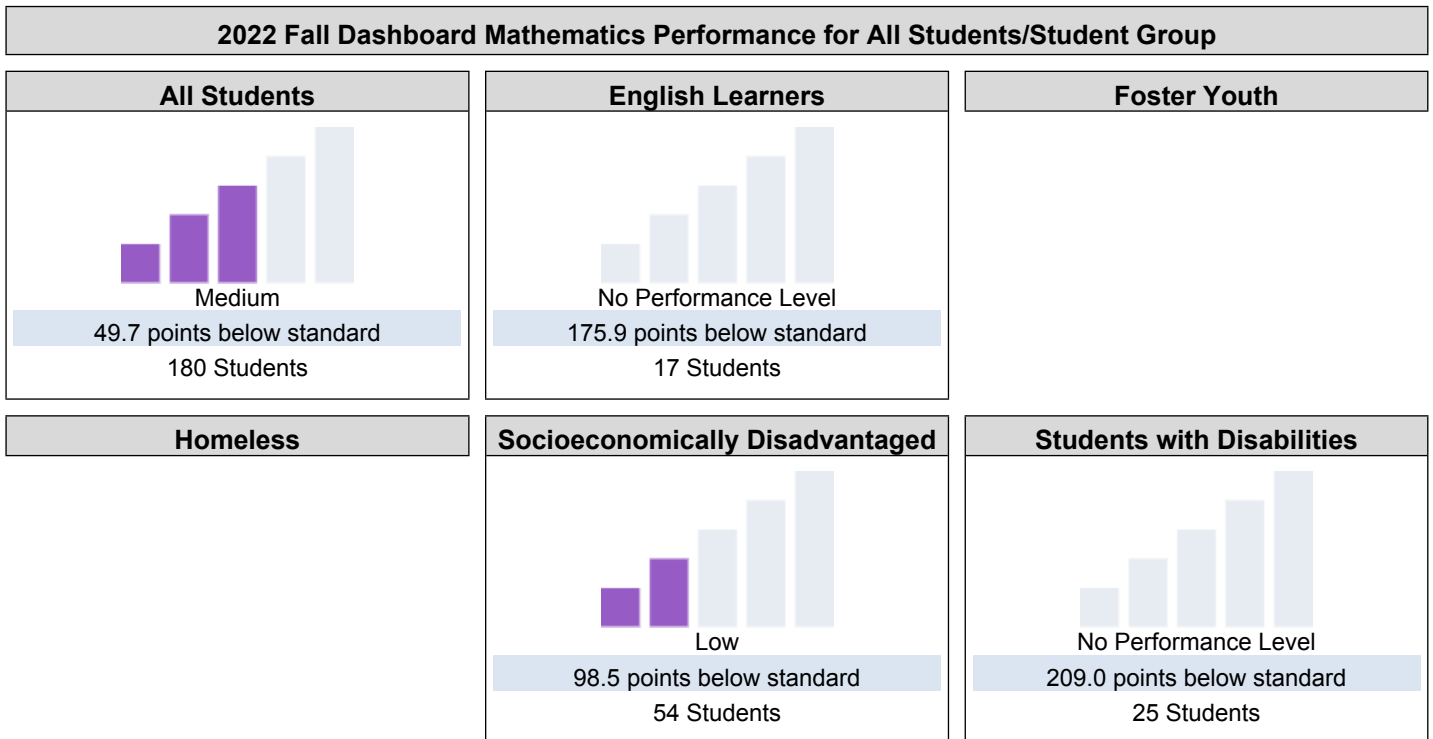
Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



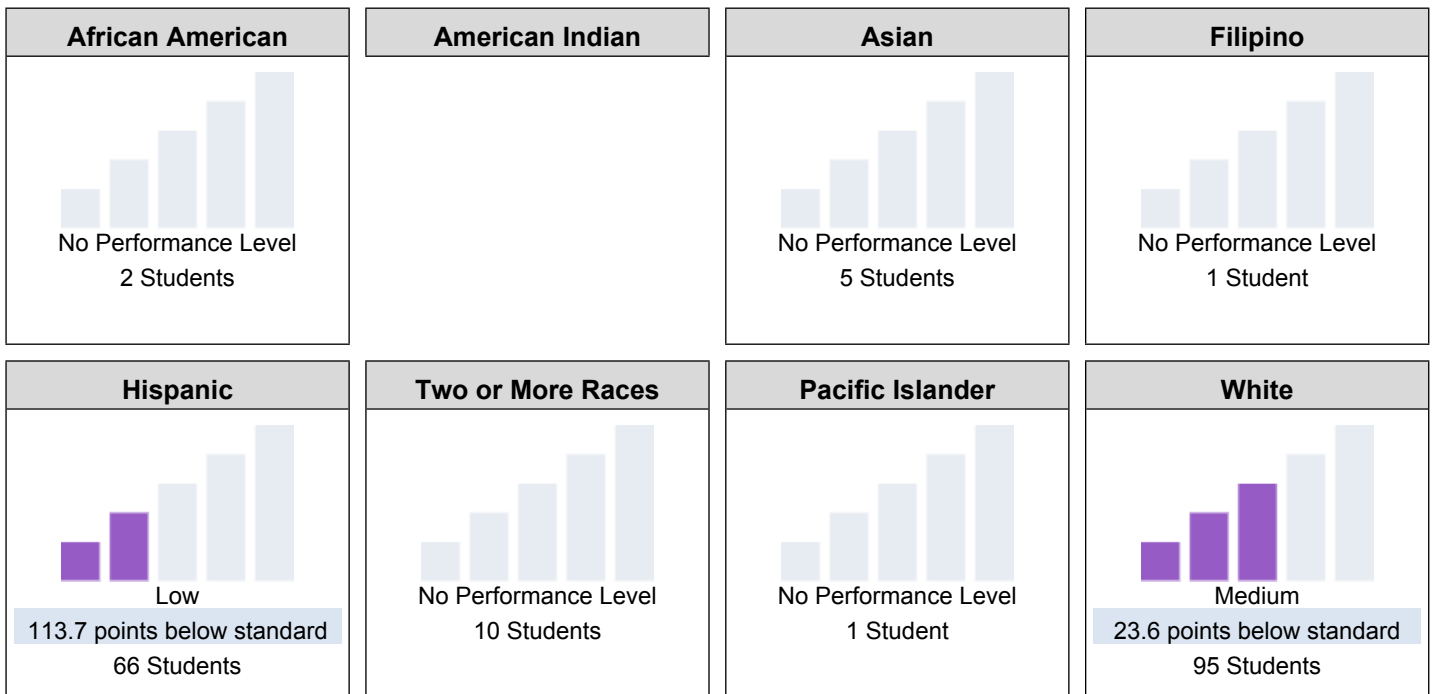
This section provides number of student groups in each level.



This section provides a view of how well students are meeting grade-level standards on the Mathematics assessment. This measure is based on student performance either on the Smarter Balanced Summative Assessment or the California Alternate Assessment, which is taken annually by students in grades 3–8 and grade 11.



### 2022 Fall Dashboard Mathematics Performance by Race/Ethnicity



This section provides additional information on distance from standard for current English learners, prior or Reclassified English learners, and English Only students in mathematics

### 2022 Fall Dashboard Mathematics Data Comparisons for English Learners

Current English Learner	Reclassified English Learners	English Only
7 Students	10 Students	<div style="background-color: #e6f2ff; padding: 2px;">33.9 points below standard</div> 136 Students

**Conclusions based on this data:**

1. Overall achievement in the area of Mathematics (21-22) was 49.7 points below standard, with a designation of "Medium".
2. Hispanic students (overall 113.7 points below standard/Low status) are not achieving at the same rate as their White peers (23.6 points below standard/Medium status).
3. Socioeconomically disadvantaged students are also designated as "Low" status at 98.5 points below standard.

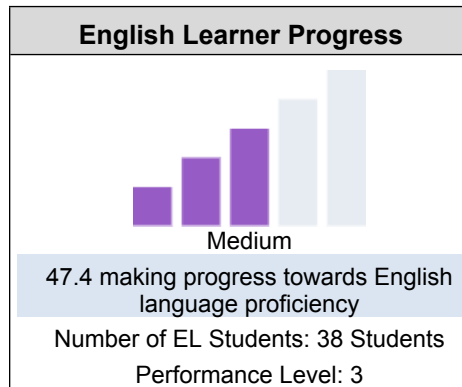
# School and Student Performance Data

## Academic Performance English Learner Progress

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

This section provides information on the percentage of current EL students making progress towards English language proficiency or maintaining the highest level.

### 2022 Fall Dashboard English Learner Progress Indicator



This section provides a view of the percentage of current EL students who progressed at least one ELPI level, maintained ELPI level 4, maintained lower ELPI levels (i.e, levels 1, 2L, 2H, 3L, or 3H), or decreased at least one ELPI Level.

### 2022 Fall Dashboard Student English Language Acquisition Results

Decreased One ELPI Level	Maintained ELPI Level 1, 2L, 2H, 3L, or 3H	Maintained ELPI Level 4	Progressed At Least One ELPI Level
23.7%	28.9%	0.0%	47.4%

#### Conclusions based on this data:

- Overall English Learner Progress (21-22) is designated as "Medium" status, with 47.4% of EL population making progress towards English Proficiency.
- 23.7% of EL population decreased one ELPI level, and will serve as baseline for data for goals/strategies within school plan for student achievement.



# School and Student Performance Data

## Academic Performance College/Career Report

College/Career data provides information on whether high school students are prepared for success after graduation based on measures like graduation rate, performance on state tests, and college credit courses. College/Career data was not reported in 2022.

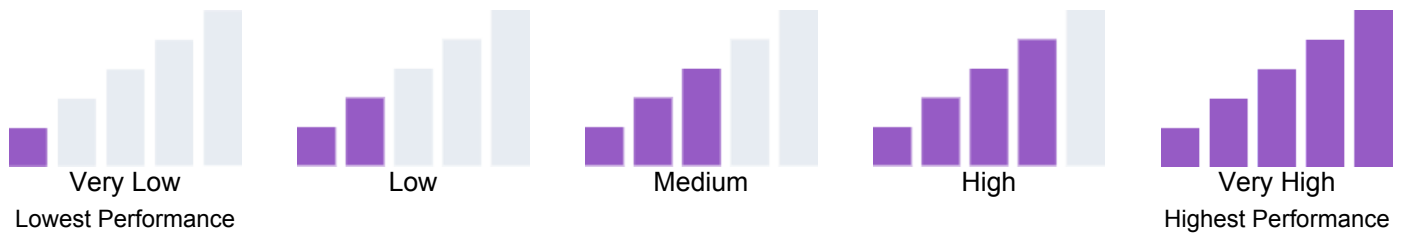
### Conclusions based on this data:

1. As noted, College and Career Dashboard data was not collected in 2022

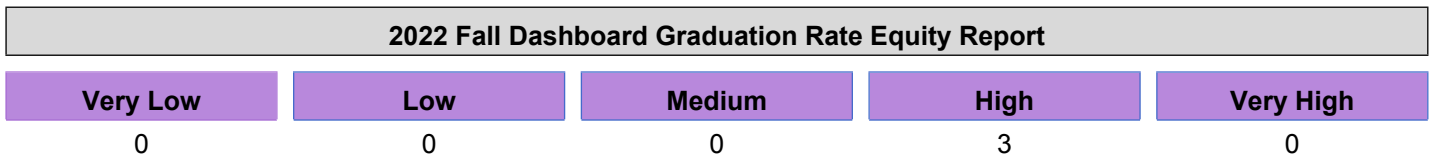
# School and Student Performance Data

## Academic Engagement Graduation Rate

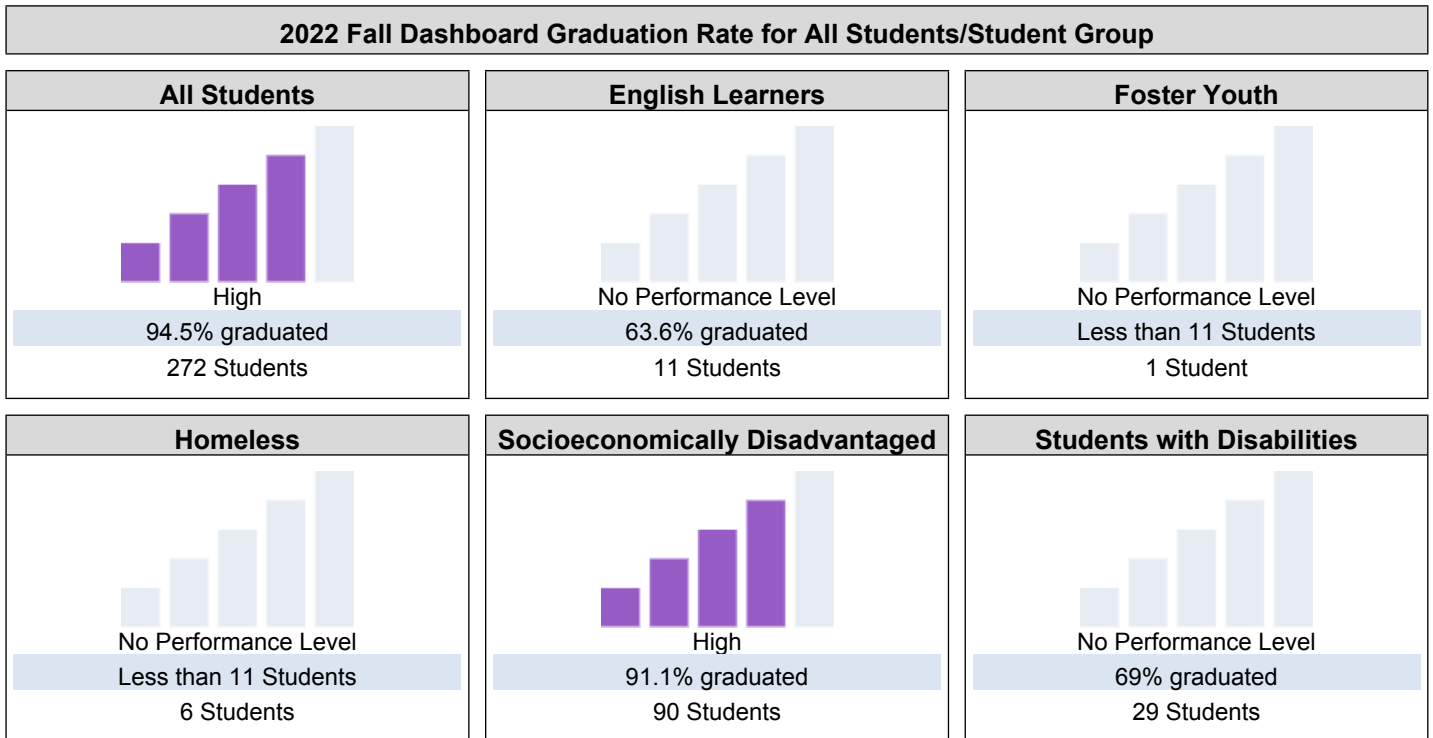
Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).



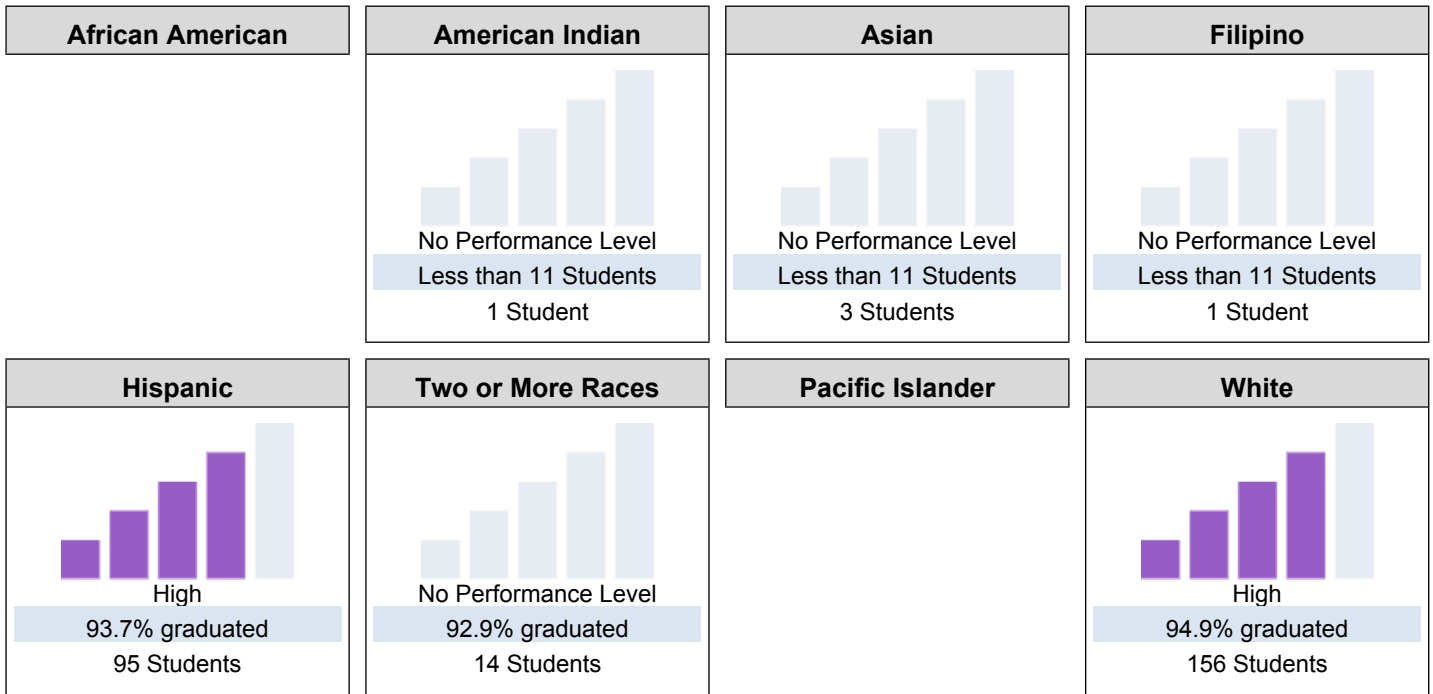
This section provides number of student groups in each level.



This section provides information about students completing high school, which includes students who receive a standard high school diploma.



**2022 Fall Dashboard Graduation Rate by Race/Ethnicity**



**Conclusions based on this data:**

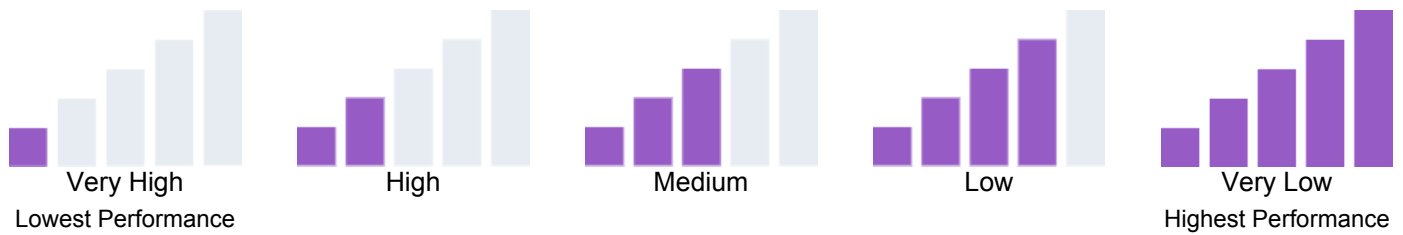
- Soquel High School achieved an overall 94.5 % Graduation Rate in 2022. This was a .5% increase from 2021  
 Students with Disabilities achieved a 69% Graduation Rate 2022. This is a decrease of 15% in 2021  
 Socioeconomically Disadvantaged students achieved a 91.1% Graduation Rate 2022. This is a slight increase (.7%)  
 from 90.4% in 2021  
 Hispanic/Latino students achieved a 93.7% Graduation Rate. This is an increase from 2021 (91%)

# School and Student Performance Data

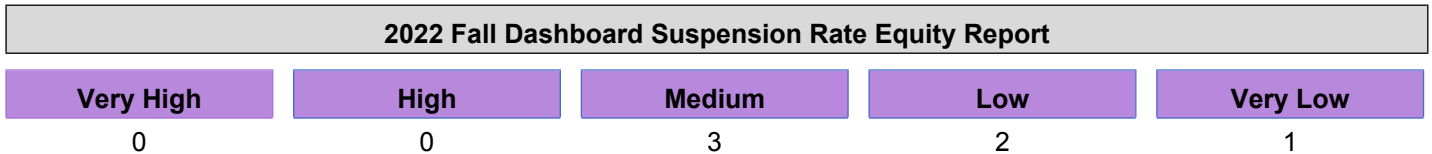
## Conditions & Climate Suspension Rate

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

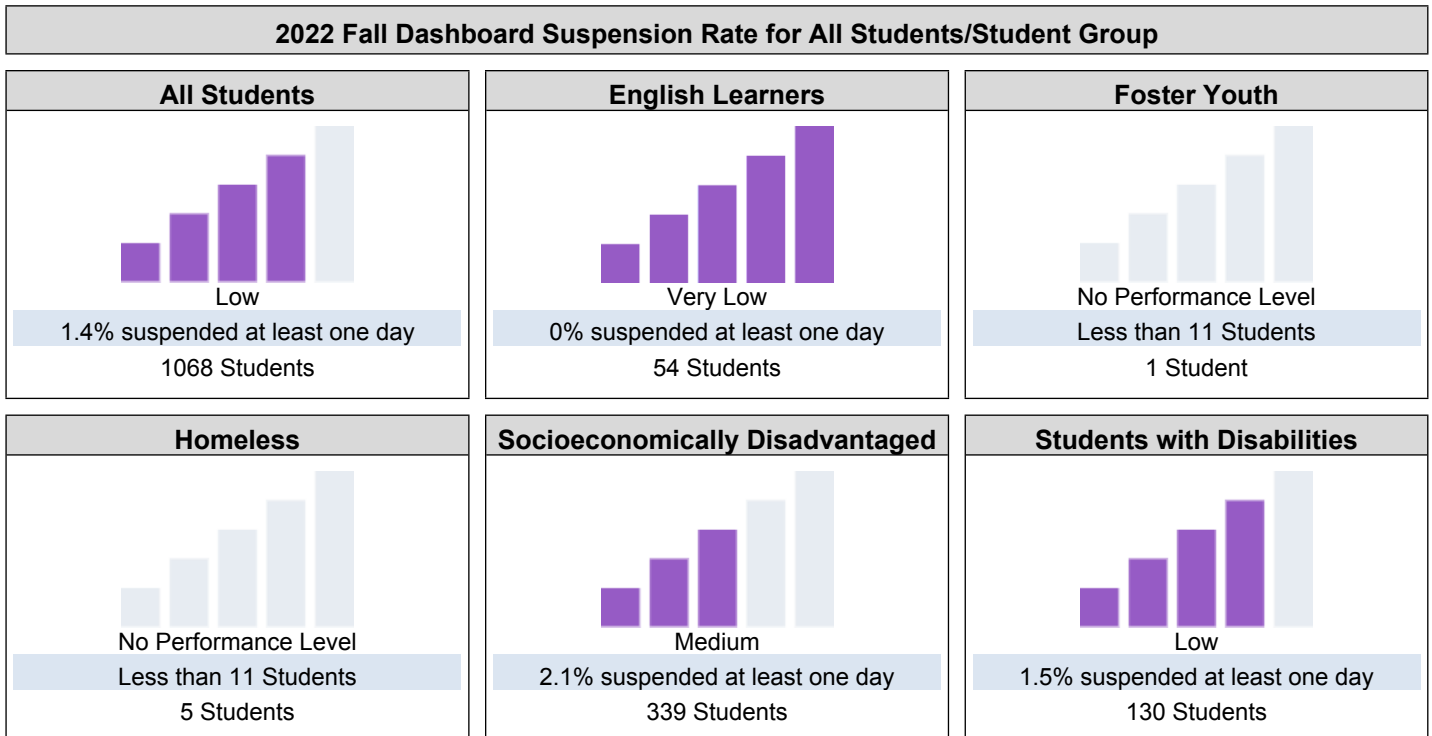
Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



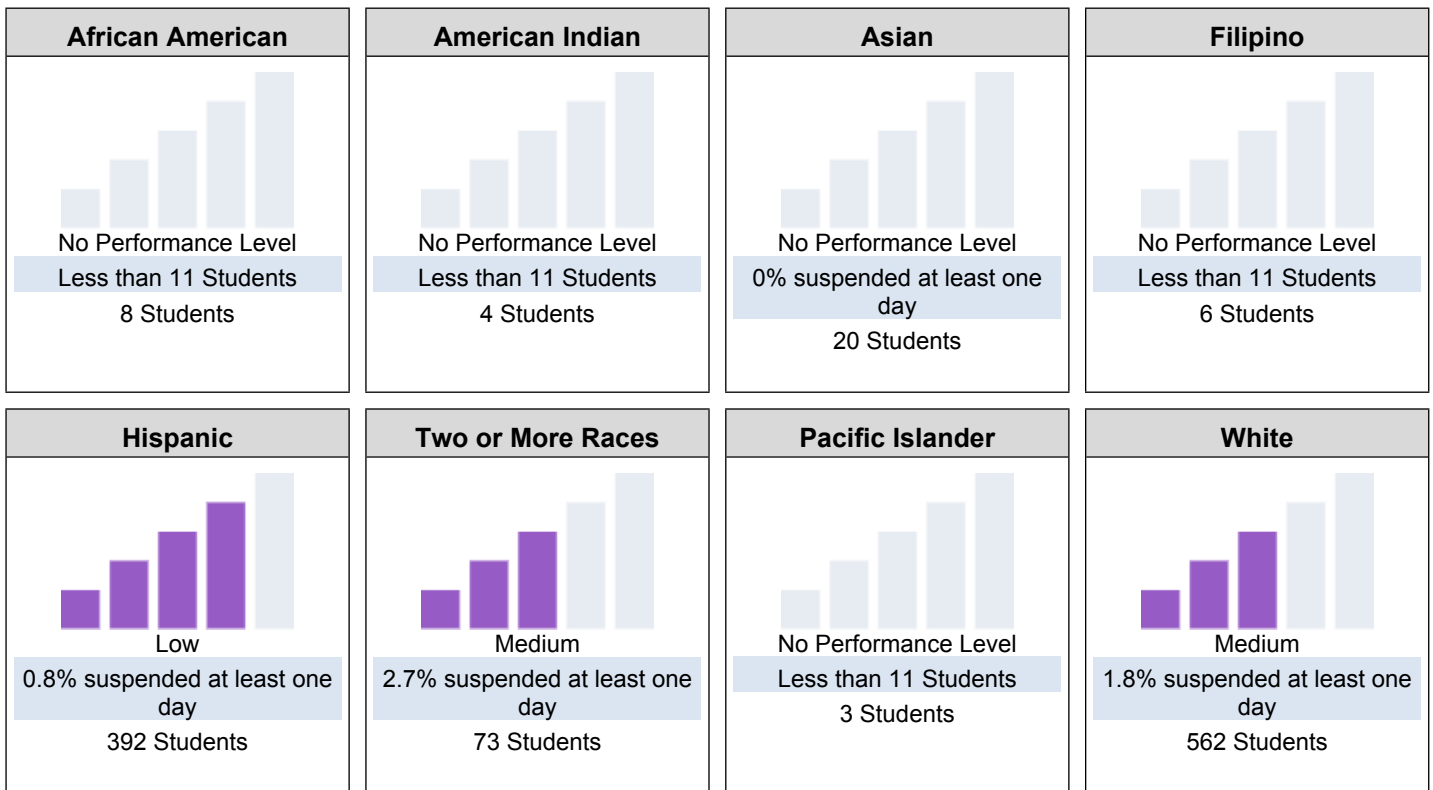
This section provides number of student groups in each level.



This section provides information about the percentage of students in kindergarten through grade 12 who have been suspended at least once in a given school year. Students who are suspended multiple times are only counted once.



**2022 Fall Dashboard Suspension Rate by Race/Ethnicity**



**Conclusions based on this data:**

- Overall suspension rate was designated as "Low" status in 2022. Additionally, English Learner suspension rate was designated as "Very Low" (0%).
- Suspension rate for Hispanic students was designated as "Low" status.
- Suspension rates for white students, along with socioeconomically disadvantaged students and students identifying as "2 or more races" were designated as "Medium" status.

# Goals, Strategies, & Proposed Expenditures

## Goal 1

### Subject

A-G Completion Rates in all Content Areas

### Goal Statement

The overall A-G Completion rates will increase by 5%.

The following traditionally under-represented student groups will increase by 5%:

- English Learners
- Hispanic/Latino
- Socioeconomically Disadvantaged
- Students With Disabilities.

### LCAP Goal

Goal #1: All SCCS students will be prepared to successfully access post-secondary college and career opportunities.  
 Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

### Basis for this Goal

Soquel High School English Language Learners, Hispanic/Latino, Socioeconomically Disadvantaged (SED), and Students with Disabilities (SWD) are under-performing in comparison to their White/non-Hispanic peers.

### Expected Annual Measurable Outcomes

Metric/Indicator	Baseline	Expected Outcome
<p>The overall A-G Completion rates will increase by 5%.</p> <p>The following traditionally under-represented student groups will increase by 5%:</p> <ul style="list-style-type: none"> <li>• English Learners</li> <li>• Hispanic/Latino</li> <li>• Socioeconomically Disadvantaged</li> <li>• Students With Disabilities.</li> </ul>	<p>A-G met for the Class of 2023 (Data Unavailable)</p> <p>English Learners                      Hispanic                      Socio Economically Disadvantaged (SED)                      Students with Disabilities (SWD)</p> <p>A-G met for the Class of 2022                      56% (144 of 257) of all grads</p> <p>0% (0 of 4) English Learners                      42% (37 of 89) Hispanic                      41% (34 of 82 Socio Economically Disadvantaged (SED)                      10% (2 of 20) Students with Disabilities (SWD)</p>	<p>A-G met for the Class of 2024                      61% of all grads will meet</p> <p>5% English Learners                      47% Hispanic                      46% Socio Economically Disadvantaged (SED)                      15% Students with Disabilities (SWD)</p>

Metric/Indicator	Baseline	Expected Outcome
Students passing Integrated Math 1 with a C- or better will increase by 5%.	2021-2022 78% of Integrated Math 1 students passed Integrated Math 1 with a C- or better.	83% of Integrated Math 1 students will pass Integrated Math 1 with a C- or better.
Students needing credit recovery will choose the A-G credit recovery option at least 50% of the time.	Class of 2023 % A-G = (Data Unavailable) Class of 2022 % A-G = 30% Class of 2021 % A-G = 26%	Class of 2024 = +5% from 2023

## Planned Strategies/Activities

### Strategy/Activity 1

Provide .2 FTE (1class/sections) English Language Support Classes (Literacy Support). Students enroll in course when struggling in ELA class. Criteria for enrollment: Achievement Data, teacher recommendation.

### Students to be Served by this Strategy/Activity

Students who are struggling in English class and receiving grade of C- or lower. ELA teacher can recommend students for the course. ELA/EL RTI Coordinantor will facilitate the identification and placement in intervention.

### Timeline

2023-2024 School Year

### Person(s) Responsible

ELA Teacher(s) and ELA (Literacy Support Teacher(s), ELA/EL RTI Coordinator

### Proposed Expenditures for this Strategy/Activity

Amount	25,000
Source	District Funded
Budget Reference	1000-1999: Certificated Personnel Salaries
Description	This is a .2 allocation for section/course designed specifically to support under-performing students in the area of ELA.

### Strategy/Activity 2

During established schedule of departmental PLC meetings, SCIL teams will discuss low performing students, engage in data cycles, revise instruction and design lessons based on data, and share best practices with course-alike, grade-alike, and department colleagues. Departmental Collaboration around in-class supports and scaffolding to support student learning. Pilot "Organized Binder" at department or grade level to better communicate learning intention/success criteria, and to facilitate student academic preparation and success.

Department PLC's will:

Monitor pass rates at every graing period

Work in course alike teams to examine student work, observe trends in data, and determine next steps regarding instructional strategies and supports

Share best instructional strategies (school wide) emerging from data cycles

SCIL stipends to pay for 13 teacher leaders @ \$1,725 each.

### Students to be Served by this Strategy/Activity

All Students

### Timeline

2023-2024 School Year

### Person(s) Responsible

Site Administration, SCIL team

### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	22,425
<b>Source</b>	District Funded
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	Each content area is represented by Santa Cruz Instructional Leader (SCIL) who facilitates PLC meetings and serves as the instructional leader in respective curricular dept.

### Strategy/Activity 3

SHS Tutoring Center/Peer Tutoring Program

### Students to be Served by this Strategy/Activity

All Students will have access to supplemental tutoring services via certificated/classified staff, along with trained Peer Tutors in each core area.

### Timeline

2023-2024 School Year

### Person(s) Responsible

Site Administration, Teachers, and School Counselors

### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	10,000
<b>Source</b>	District Funded
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	Hourly compensation (Certificated) for Small Group Tutoring by staff for the SHS Tutoring Center
<b>Amount</b>	2,500
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	2000-2999: Classified Personnel Salaries



<b>Description</b>	Hourly compensation (Classified) for Small Group Tutoring by staff for the SHS Tutoring Center.
<b>Amount</b>	2,500
<b>Source</b>	District Funded
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	Peer Tutoring Coordinator
<b>Amount</b>	5,000
<b>Source</b>	District Funded
<b>Budget Reference</b>	2000-2999: Classified Personnel Salaries
<b>Description</b>	Hourly Compensation for Student Peer Tutors

### Strategy/Activity 4

ELA/English Language Development (ELD) Response to Intervention (RTI) Coordinator to support increase in A-G Completion rates, Graduation rate. .4FTE (English Language Arts/English Language Development)

The ELA/ELD RTI Coordinator will provide direct academic support services to identified students through the coordination of data collection and analysis. This position will provide support to classroom teachers with modeling, coaching, and staff development in areas related to literacy development. Coordination of annual MAP or other assessments to help formulate student needs in the area of overall literacy.

### Students to be Served by this Strategy/Activity

All Students, with partial allocation for a focus on English Language Learners

### Timeline

2023-2024 School Year

### Person(s) Responsible

ELA/ELD RTI Coordinator, Administration

### Proposed Expenditures for this Strategy/Activity

<b>Description</b>	This is a .4 FTE allocation in the master teaching schedule that will assist with student support in the areas of English Language Arts and English Language Development (This is a non-rostered assignment, similar to Math RTI) Expenditure for this strategy is noted in Goal 2/Strategy 10
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### Strategy/Activity 5

A guaranteed and viable College/Career Guidance and Counseling program that will directly support A-G Success, and ensure every student has access to comprehensive college and career preparation and planning.

Services will include:

- Bi-Annual visits to each student in all grades
- Implementation of 4-year plan to all students
- Fall and Spring A-G Parent Education (Evening Events)
- Monthly messaging to parents around A-G Awareness

- Presentation at Fall and Spring Staff meetings to provide training to staff on A-G requirements
- Scheduling of 23-24 Class visits by end of 22-23

### Students to be Served by this Strategy/Activity

All Students

### Timeline

2023-2024 School Year

### Person(s) Responsible

SHS Counselors and Community Coordinator

### Proposed Expenditures for this Strategy/Activity

Amount	3000
Source	District Funded
Budget Reference	5000-5999: Services And Other Operating Expenditures
Description	CSU/UC Annual Conferences

### Strategy/Activity 6

Collaboration release time for staff in order to support instructional strategies and articulation between departments

### Students to be Served by this Strategy/Activity

All Students

### Timeline

2023-2024 School Year

### Person(s) Responsible

Site Administration and Teachers

### Proposed Expenditures for this Strategy/Activity

Amount	8000
Source	District Funded
Budget Reference	1000-1999: Certificated Personnel Salaries
Description	Release/Collaboration Time (2 Release Days per Department per School Year)

### Strategy/Activity 7

Supplemental Technology to support student access to curriculum.

### Students to be Served by this Strategy/Activity

All Students

## Timeline

2023-2024 School Year

## Person(s) Responsible

School and District Personnel

## Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	5000
<b>Source</b>	District Funded
<b>Budget Reference</b>	6000-6999: Capital Outlay
<b>Description</b>	Hardware to support charging stations in each department to support 1:1 disbursement

## Strategy/Activity 8

Professional Development to Support Literacy (A-G) Completion Rates

## Students to be Served by this Strategy/Activity

All Students

## Timeline

2022-2023 School Year

## Person(s) Responsible

Site Administration and SCIL Leaders

## Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	10000
<b>Source</b>	District Funded
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	<p>Professional development opportunities to support enhanced curriculum content knowledge and delivery.</p> <p>Continue to provide Professional Development around Focused High Impact Tier 1 Strategies</p> <p>Continue to provide Professional Development around English Language Development Strategies</p> <p>Continue to provide Professional Development around Teacher Clarity: Clear Identification and Communication of Learning Targets/Success Criteria</p> <p>Identification and delivery of service to students needing intervention. (PLC Essential Question: What do we do when students are not learning?)</p> <p>Administration will model and implement integrated ELD strategies at staff meetings/SCIL Meetings (Collaboration settings)</p> <p>Advanced Placement Training for Teachers</p> <p>Departmental Specific Conferences/Seminars</p> <p>AVID Training for Teachers</p>

**Description**

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**Strategy/Activity 9**

Science Support .2 FTE Intervention Section (Biology/Chemistry)

**Students to be Served by this Strategy/Activity**

Students struggling in the area of Biology/Chemistry

**Timeline**

2023-2024 School Year

**Person(s) Responsible**

Soquel Administration and Certificated Teachers as assigned

**Proposed Expenditures for this Strategy/Activity**

<b>Amount</b>	25000
<b>Source</b>	District Funded
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	Science Support/Intervention section/class (.2 FTE) focusing on support for Chemistry/Physics/Biotech/Environmental Science/Biology Students. Class will be taught by credentialed Science Instructor, and will earn elective credit.

**Strategy/Activity 10**

Full Time Credit Recovery Teacher

**Students to be Served by this Strategy/Activity**

All students needing to recover academic credits not earned toward graduation and/or A-G Requirements  
Students completing A-G Credit Recovery will increase by 10%  
Class of 2021 = ?% A-G Recovery  
Class of 2022 = ?% A-G Recovery

**Timeline**

2023-2024 School Year

**Person(s) Responsible**

School Administration and Credit Recovery Teacher

**Proposed Expenditures for this Strategy/Activity**

<b>Amount</b>	150,000
<b>Source</b>	District Funded
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	Full time Certificated Staff (1.0 FTE) to support students needing to gain units needed for graduation and/or A-G completion.

**Strategy/Activity 11**

### Grading for Equity (Grading Inquiry Project)

Subject area teachers will continue to meet monthly to analyze current grading practices. The Grading Inquiry Project (Committee) will work closely with other County educators and the Santa Cruz County Office of Education to develop schoolwide grading commitments and best practices around standards based grading. The continued examination of grading practices is also an identified area of focus by the Western Association of Schools and Colleges (WASC) who will be conducting a site visit to Soquel HS in March 2024

### Students to be Served by this Strategy/Activity

All Students

### Timeline

2023-2024

### Person(s) Responsible

Principal/Grading for Equity Site Team

### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	5,000
<b>Source</b>	District Funded
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	Funding to ensure appropriate compensation for team members meeting/collaborating outside contracted hours

### Strategy/Activity 12

Professional Development to Support Literacy (A-G) Completion Rates and Equitable Access to Rigorous Courses (Measuring Student Learning Project/Riverside County Office of Education)

### Students to be Served by this Strategy/Activity

All Students

### Timeline

2023-2024 School Year

### Person(s) Responsible

Site/District Admin/SCIL Leaders

### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	15000
<b>Source</b>	District Funded
<b>Budget Reference</b>	5800: Professional/Consulting Services And Operating Expenditures
<b>Description</b>	A-G Access and Completion Rates/Grade distribution analysis/Analyze teacher practices around measuring student learning /Analyze student experience and perceptions of teacher grading practices

# Goals, Strategies, & Proposed Expenditures

## Goal 2

### Subject

English Learner Progress

### Goal Statement

The demographics of students in our most challenging courses (AP & Honors), will be reflective of our overall school demographics. Specifically, 35% of our population is Hispanic/Latino, so our challenging courses should be at/near 35% Hispanic/Latino.

### LCAP Goal

Goal #1: All SCCS students will be prepared to successfully access post-secondary college and career opportunities.  
 Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

### Basis for this Goal

Our Hispanic/Latinx and English Language Learners are under-performing their peers. The majority of students taking (and completing) our most challenging courses are White/Caucasian. This population is not representative of our overall student population, which is only 56% White/Caucasian.

### Expected Annual Measurable Outcomes

Metric/Indicator	Baseline	Expected Outcome
Student groups participating in Honors/AP Courses	<p>2022-2023                      (Data Unavailable)                      % EL Completing Honors/AP                      % SED Completing Honors/AP                      % SpEd Completing Honors/AP                      % Hispanic Completing Honors/AP</p> <p>2021-2022                      1.3% EL Completing Honors/AP                      19% SED Completing Honors/AP                      1.14% SpEd Completing Honors/AP                      25% Hispanic Completing Honors/AP</p> <p>2020-2021                      1.3% EL Completing Honors/AP                      18.4% SED Completing Honors/AP                      1.0 % SpEd Completing Honors/AP                      23% Hispanic Completing Honors/AP</p>	<p>2023-2024</p> <p>Our school demographics will be mirrored in our AP/Honors courses:                      EL (Maintain/Increase percentage of EL Taking Honors/AP)                      SED (Maintain/Increase percentage of SED Taking Honors/AP)                      SpEd (Maintain/Increase percentage of SpEd Taking Honors/AP)                      Hispanic (Maintain/Increase percentage of Hispanic Taking Honors/AP)</p>

# Planned Strategies/Activities

## Strategy/Activity 1

Continue to support ELL, Hispanic/Latinx student populations by offering additional counseling services outside contracted hours.

### Students to be Served by this Strategy/Activity

All English Language Learners and Hispanic/Latinx students

### Timeline

2023-2024 School Year

### Person(s) Responsible

Site Administration, School Counselors, School Community Coordinator; administrative team will evaluate and analyze grading data and share with SCIL team and then all faculty.

### Proposed Expenditures for this Strategy/Activity

Amount	1,000
Source	General Fund
Budget Reference	1000-1999: Certificated Personnel Salaries
Description	Administrative/Counseling team will evaluate and analyze grading data and share with SCIL team and then all faculty.

## Strategy/Activity 2

During bi-weekly PLC meetings, departmental teams led by SCIL staff will discuss low performing students, engage in data cycles, re-teach based on data, and share best practices with course-alike, grade-alike, or department colleagues. SCIL stipends to pay for 13 teacher leaders @ \$1,576 each;

### Students to be Served by this Strategy/Activity

English Learners and Hispanic/Latinx students

### Timeline

2023-2024 School Year

### Person(s) Responsible

Site Administration, SCIL Leaders

### Proposed Expenditures for this Strategy/Activity

Budget Reference	1000-1999: Certificated Personnel Salaries
Description	SCIL teams will discuss low performing students, engage in data cycles, re-teach based on data, and share best practices with course-alike, grade-alike, or department colleagues.

## Strategy/Activity 3

Revision and Monitoring of Tier 1/School-wide Expectations (WASC)

### Students to be Served by this Strategy/Activity

All Students

### Timeline

2023-2024 School Year

### Person(s) Responsible

Site Administration and SCIL Team, along with Faculty/Staff

### Proposed Expenditures for this Strategy/Activity

### Strategy/Activity 4

Transitional English 1 Core A-G Class to support our Multi-Lingual Learner population; .2 FTE provided for ELD teacher

### Students to be Served by this Strategy/Activity

English Language Learners

### Timeline

2023-2024 School Year

### Person(s) Responsible

District office, Site Administration, and ELD Teacher

### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	20,000
<b>Source</b>	District Funded
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	.2 FTE Transitional English course for English Learners

### Strategy/Activity 5

Tutoring Center/Peer Tutoring

### Students to be Served by this Strategy/Activity

All Students

### Timeline

2023-2024 School Year

### Person(s) Responsible

Site Administration

### Proposed Expenditures for this Strategy/Activity

<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
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**Description**

Hourly compensation for Certificated staff : Individual/Small Group Tutoring

**Strategy/Activity 6**

Bi-Lingual Community Coordinator (.6)

**Students to be Served by this Strategy/Activity**

All Students, with focus on English Learners and their families

**Timeline**

2023-2024 School Year

**Person(s) Responsible**

Site and District Administration

**Proposed Expenditures for this Strategy/Activity**

<b>Amount</b>	55,095
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	2000-2999: Classified Personnel Salaries
<b>Description</b>	Support for English Learners and family outreach

**Strategy/Activity 7**

Additional part-time Bilingual Para-educators @2

Para-educators will provide support to families in the registration/enrollment process, along with specific classroom support in a push-in model. Strategic insertion of Para Educators will be identified and coordinated with assistance from ELA/ELD RTI staff member.

**Students to be Served by this Strategy/Activity**

All Students

**Timeline**

2023-2024 School Year

**Person(s) Responsible**

Site Administration

**Proposed Expenditures for this Strategy/Activity**

<b>Amount</b>	27,575
<b>Source</b>	ESSER
<b>Budget Reference</b>	2000-2999: Classified Personnel Salaries
<b>Description</b>	Bi-lingual Para-educators will supplement current outreach to underrepresented demographics, and expand family outreach to support our English Learners

**Strategy/Activity 8**

English Language Learner Support/Intervention Class (.2 FTE)

### Students to be Served by this Strategy/Activity

ELL Population

### Timeline

2023-2024 School Year

### Person(s) Responsible

Site Administration, Teachers

### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	20,000
<b>Source</b>	District Funded
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	One Section/class (.2FTE) designated to support of ELL/Multi-Lingual students

### Strategy/Activity 9

Advancement Via Individual Determination (AVID) Course Offerings at each grade level

### Students to be Served by this Strategy/Activity

All AVID students

### Timeline

2023-2024 School Year

### Person(s) Responsible

Site Administration, AVID teacher

### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	100,000
<b>Source</b>	District Funded
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	AVID instructor to teach all four grade level sections of AVID

### Strategy/Activity 10

English Language Arts (ELA/English Language Development (ELD) Response to Intervention (RTI) Coordinator to support increase in A-G Completion rates, Graduation rate. .4FTE (English Language Arts/English Language Development)

The ELA/ELD RTI Coordinator will provide direct academic support services to identified students through the coordination of data collection and analysis. Will provide support to classroom teachers with modeling, coaching, and staff development in areas related to literacy development. Coordination of annual MAP assessment to help formulate student needs in the area of literacy, English Language Development.

## Students to be Served by this Strategy/Activity

All Students, with partial allocation for a focus on English Language Learners

## Timeline

2023-2024 School Year

## Person(s) Responsible

ELA/ELD RTI Coordinator, Administration

## Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	40,000
<b>Source</b>	District Funded
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	ELD and ELA Response To Intervention Coordinator (2 Non-Roster Sections) to support Academic Progress students in need

## Strategy/Activity 11

Grading for Equity Project/Cohort

## Students to be Served by this Strategy/Activity

All Students

## Timeline

2023-2024 School Year

## Person(s) Responsible

Administration/SCIL/Teachers/Counselors

## Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	5000
<b>Source</b>	District Funded
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	<p>Grading for Equity (Grading Inquiry Project)</p> <p>Subject area teachers will continue to meet monthly to analyze current grading practices. The Grading Inquiry Project (Committee) will work closely with other County educators and the Santa Cruz County Office of Education to develop schoolwide grading tenants and best practices around standards based grading.</p> <p>The continued examination of grading practices is also an identified area of focus by the Western Associatin of SChools and Colleges (WASC) who will be conducting a site visit in March 2024</p>

## Strategy/Activity 12

Measuring Student Learning Project: Targeted and year Long Professional Development in data analysis w/Riverside County Office of Education

**Students to be Served by this Strategy/Activity**

All Students

**Timeline**

2023-2024 School Year

**Person(s) Responsible**

Admin/SCIL/STAFF

**Proposed Expenditures for this Strategy/Activity**

<b>Amount</b>	21,100
<b>Source</b>	District Funded
<b>Description</b>	Contracted Services Agreement with Riverside County Office of Education

# Goals, Strategies, & Proposed Expenditures

## Goal 3

### Subject

School Connectedness

### Goal Statement

Soquel High School will continue to focus on equity as it relates to school-wide student involvement in Curricular/Co-Curricular/Extracurricular activities. Specifically, the demographics of our student population will be reflected in ASB Leadership, AVID, campus clubs, athletics, theatre productions, and participation in our music programs.

### LCAP Goal

Goal #1: All SCCS students will be prepared to successfully access post-secondary college and career opportunities.  
 Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.  
 Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

### Basis for this Goal

Our ELs, Hispanic/Latino, SED, and SWD students are less involved in our school community compared to their White peers. Students participating in ASB, Athletics, Campus Clubs, and Performing Arts are White/Caucasian.

### Expected Annual Measurable Outcomes

Metric/Indicator	Baseline	Expected Outcome
Student groups participating in Athletics	2022-2023 DATA AVAILABLE SUMMER 2023  2021-2022 27.3% EL 25.7% SED 9.1% SpEd 27.4% Hispanic  2020-2021 Athletics impacted by pandemic. Data not available.  2019-2020  21% EL 28% SED 16% SpEd 33% Hispanic	2023-2024  EL (maintain or improve 2021-22 % of ELs participating in athletics) SED (maintain or improve 2021-22 % of SED participating in athletics) SpEd (maintain or improve 2021-22 % of SpEd participating in athletics) Hispanic (maintain or improve 2021-22 % of Hispanics participating in athletics)

Metric/Indicator	Baseline	Expected Outcome
Student groups participating in Advancement Via Individual Determination (AVID)	<p>2022-2023 DATA AVAILABLE SUMMER 2023</p> <p>2021-2022 16.4% EL 22.2% SED 9.1% SpEd 26.1% Hispanic</p> <p>2020-2021 36% EL 46% SED 2.9% SpEd 66% Hispanic</p> <p>2019-2020 21% EL 21% SED 3% SpEd 20% Hispanic</p>	<p>2023-2024</p> <p>EL (maintain or improve 2021-22% of ELs participating in AVID) SED (maintain or improve 2021-22% of SED participating in AVID) SpEd (maintain or improve 2020-21 % of SpEd participating in AVID) Hispanic (maintain or improve 2021-22% of Hispanics participating in AVID)</p>
Student groups participating in Campus Organizations	<p>2022-2023 DATA AVAILABLE SUMMER 2023</p> <p>2021-2022 7.3% EL 21.3% SED 13.4% SpEd 23% Hispanic</p> <p>2020-2021 Clubs/Organizations impacted by pandemic. Data not available.</p> <p>2019-2020 33% EL 30% SED 20% SpEd 29% Hispanic</p>	<p>2023-2024</p> <p>EL (maintain or improve 2021-22% of ELs participating in campus organizations) SED (maintain or improve 2021-22% of SED participating in campus organizations) SpEd (maintain or improve 2021-22% of SpEd participating in campus organizations) Hispanic (maintain or improve 2021-22% of Hispanics participating in campus organizations)</p>
Student groups participating in Performing Arts	<p>2022-2023 DATA AVAILABLE SUMMER 2023</p> <p>2021-2022 18.1% EL</p>	<p>2023-2024</p> <p>EL (maintain or improve 2021-22% of EL students participating in the Performing Arts) SED (maintain or improve 2021-22% of SED students participating in Performing Arts)</p>

Metric/Indicator	Baseline	Expected Outcome
	21.3% SED 9.1% SpEd 25.5% Hispanic  2021-2022 12.2 %EL 14.3 %SED 10.3 %SpEd 16 %Hispanic  2019-2020 10% EL 18% SED 14% SpEd 17% Hispanic	SpEd (maintain or improve 2021-22% of SpEd students participating in Performing Arts) Hispanic (maintain or improve 2021-22% of ELs students participating in Performing Arts)
Student groups participating in Leadership Class	2021-2022 1%EL 7.4%SED 1%SpEd 1.3%Hispanic  2020-2021 0 %EL 1 %SED 1 %SpEd 1.3 %Hispanic  2019-2020 0% EL 2% SED 0% SpEd 2% Hispanic	2023-2024  EL (Maintain or improve 2021-22% of EL students participating in the ASB/Leadership Class) SED (Maintain or improve 2021-22% of SED participating in the ASB/Leadership Class) SpEd (Maintain or improve 2021-22% of Sp.Ed students participating in the ASB/Leadership Class) Hispanic (Maintain or improve 2021-22% of Hispanic/Latino students participating in the ASB/Leadership Class)

## Planned Strategies/Activities

### Strategy/Activity 1

Social Emotional Specialist/Counselor

### Students to be Served by this Strategy/Activity

All Students

### Timeline

2023-2024

### Person(s) Responsible

Site/District Administration along with Social Emotional Specialist/Counselor

### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	150,916
<b>Source</b>	District Funded
<b>Budget Reference</b>	2000-2999: Classified Personnel Salaries
<b>Description</b>	Full time Social-Emotional Specialist/Counselor to support students as we emerge from the Covid-19 pandemic

### Strategy/Activity 2

Bi-Lingual Academic College/Career Counselor (.6)

### Students to be Served by this Strategy/Activity

All Students

### Timeline

2023-2024 School Year

### Person(s) Responsible

Site/District Administration, School Counselor

### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	55,122
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	Additional .6FTE (60%) for bilingual school counselor (Other .4 Funded through Measure T Funding)

### Strategy/Activity 3

Bi-Lingual Community Coordinator (.4)

### Students to be Served by this Strategy/Activity

All Students

### Timeline

2023-2024 School Year

### Person(s) Responsible

School Community Coordinator, Site Administration

### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	46,289
<b>Source</b>	LCFF - Supplemental



<b>Budget Reference</b>	2000-2999: Classified Personnel Salaries
<b>Description</b>	Additional .4 FTE (40%) for bilingual school community coordinator.

### Strategy/Activity 4

9th Grade Transition and Orientation program for incoming 9th graders

#### Students to be Served by this Strategy/Activity

All 9th grade and new students enrolling at Soquel High School.

#### Timeline

2023-2024 School Year

#### Person(s) Responsible

Site administration, Orientation Mentors

#### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	2,000
<b>Source</b>	District Funded
<b>Budget Reference</b>	5000-5999: Services And Other Operating Expenditures
<b>Description</b>	Funds for supplies for new student orientation
<b>Amount</b>	3000
<b>Source</b>	District Funded
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	Extra Work Agreements for hourly Compensation for Certificated Orientation Coordinator (Team of 4-6 Adult Leaders)

### Strategy/Activity 5

Activities Director (.4)

#### Students to be Served by this Strategy/Activity

All Students

#### Timeline

2023-2024 School Year

#### Person(s) Responsible

Site/District Administration and Activities Director

#### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	51,418
<b>Source</b>	District Funded

<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	Activities Director .6 FTE

### Strategy/Activity 6

Professional Development in the area of Safety, School Climate and Culture (i.e. Restorative Justice, Positive Behavior Intervention Supports (PBIS))

### Students to be Served by this Strategy/Activity

All Students

### Timeline

2023-2024 School Year

### Person(s) Responsible

Administration and Teachers

### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	3,000
<b>Source</b>	District Funded
<b>Budget Reference</b>	5800: Professional/Consulting Services And Operating Expenditures
<b>Description</b>	PBIS Materials and Supplies (Rewards Systems for Positive Behaviors and Supports)
<b>Amount</b>	2000
<b>Source</b>	District Funded
<b>Budget Reference</b>	5800: Professional/Consulting Services And Operating Expenditures
<b>Description</b>	Team of 1-2 Staff Leaders to attend Regional National Coalition Building Institute training (NCBI)
<b>Amount</b>	5,000
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	5000-5999: Services And Other Operating Expenditures
<b>Description</b>	Team of 5 Teacher/Admin to attend Positive Behavior Intervention and Support (PBIS) training: (California PBIS Coalition)

# Goals, Strategies, & Proposed Expenditures

## Goal 4

### Subject

Math Progress

### Goal Statement

Maintain or increase the percentage of students passing Math 1 (C- or better) on the first attempt

### LCAP Goal

Goal #1: All SCCS students will be prepared to successfully access post-secondary college and career opportunities.  
 Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

### Basis for this Goal

All 9th grade students pass Integrated Math 1 during their 9th grade year.

### Expected Annual Measurable Outcomes

Metric/Indicator	Baseline	Expected Outcome
Six week marking period grading data and semester 1 and 2 grades.	2022-2023 82% of Integrated Math 1 students met this goal  2021-2022 78% of Integrated Math 1 students met this goal  2020-2021 81% of Integrated Math 1 students met this goal  2019-2020 94% of Integrated Math 1 students met this goal	2023-2024 85% of Integrated Math 1 students will pass Integrated Math 1 with C- or better.
NWEA/MAP Testing (Growth in 9th Grade Year/Integrated 1)	2022-2023 MAP Growth (9th Grade Year) (Currently 4.56/Recommended 3)	2023-2024 Students will demonstrate an average of 3 points of growth (Fall Administration to Spring Administration)

### Planned Strategies/Activities

## Strategy/Activity 1

Implementation of Math PLUS Intervention Sections (x3). Site administration RTI Coordinator, and math teachers will evaluate and analyze Math 1 achievement data for all 9th graders enrolled in Math 1 to determine how many students met this school goal.

### Students to be Served by this Strategy/Activity

All Students

### Timeline

2022-2023 School Year

### Person(s) Responsible

Site Administration, Math Teachers, RTI Coordinator

### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	42,000
<b>Source</b>	District Funded
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	Two Math PLUS intervention classes for students

## Strategy/Activity 2

Full time RTI coordinator to support math department with data gathering and analysis, PLC work, creating common assessments, department-wide grading alignment, support with Math PLUS intervention classes, and new teacher support.

### Students to be Served by this Strategy/Activity

All Students

### Timeline

2022-2023 School Year

### Person(s) Responsible

Site administration, RTI coordinator, math teachers

### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	140,090
<b>Source</b>	District Funded
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	1.0 FTE to support intervention class, data gathering and analysis, PLC work, common assessment, grading alignment, and new teacher support.

## Strategy/Activity 3

During scheduled PLC meetings, SCIL teams will discuss low performing students, engage in data cycles, re-teach based on data, and share best practices with course-alike, grade-alike, or department colleagues. SCIL stipends to pay for 13 teacher leaders @ \$1,500 each;

### Students to be Served by this Strategy/Activity

All Students

### Timeline

2022-2023 School Year

### Person(s) Responsible

Site Administration, RTI Coordinator, Math Teachers

### Proposed Expenditures for this Strategy/Activity

#### Source

District Funded

#### Description

SCIL stipends for 13 teacher leaders @ \$1,500 each; SCIL teams will discuss low performing students, engage in data cycles, re-teach based on data, and share best practices with course-alike, grade-alike, or department colleagues.

### Strategy/Activity 4

SHS After School Tutoring Center/PEER Tutoring Program

### Students to be Served by this Strategy/Activity

Peer Tutors, specifically trained in mathematics support methodologies will be trained and inserted into various sections and/or before/after school

### Timeline

202-2023 School Year

### Person(s) Responsible

RTI Coordinator in conjunction with PEER Tutoring Coordinator

### Proposed Expenditures for this Strategy/Activity

### Strategy/Activity 5

Collaboration/Release time for Math teachers (Each teacher allocated 2 days per Semester)

### Students to be Served by this Strategy/Activity

All students enrolled in Math classes at Soquel High School

### Timeline

2022-2023 School Year

### Person(s) Responsible

Site Administration and SHS Teachers

### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	5000
<b>Source</b>	District Funded
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	Release Time (Substitute Costs)

### Strategy/Activity 6

Continued utilization of MAP (Measure of Academic Progress) to support data analysis within Math Department.

### Students to be Served by this Strategy/Activity

All Students

### Timeline

2023-2024

### Person(s) Responsible

SCIL Leader/Math Teachers/RTI Coordinator

### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	5000
<b>Source</b>	District Funded
<b>Budget Reference</b>	5000-5999: Services And Other Operating Expenditures
<b>Description</b>	Subscription to MAP Data Analysis Web based assessments for Math/English Departments

# Annual Review and Update

SPSA Year Reviewed: 2022-23

## Goal 1

Student A-G completion rates will increase by 3% for traditionally under-represented student populations, specifically English Learners, Hispanic/Latino, Socioeconomically Disadvantaged, and Students With Disabilities.

## Annual Measurable Outcomes

Metric/Indicator	Expected Outcomes	Actual Outcomes
A-G completion for white students compared to under-represented student populations, specifically English Learners, Hispanic/Latino, Socioeconomically Disadvantaged, and Students With Disabilities.	Soquel High School A-G completion rates will increase by 3% for traditionally under-represented student populations, specifically English Learners, Hispanic/Latino, Socioeconomically Disadvantaged, and Students With Disabilities.	Data Unavailable pending final graduate/course data

## Strategies/Activities for Goal 1

Planned Actions/Services	Actual Actions/Services
Provide .4 FTE (2 classes/sections) English Language Support Classes (Literacy Support). Students enroll in course when struggling in ELA class. Criteria for enrollment: Achievement Data, teacher recommendation.	Provided .2FTE (2 classes/sections) English Language Support Classes (Literacy Support). Students enroll in course when struggling in ELA class. Criteria for enrollment: Achievement Data, teacher recommendation.
During established schedule of departmental PLC meetings, SCIL teams will discuss low performing students, engage in data cycles, revise instruction and design lessons based on data, and share best practices with course-alike, grade-alike, and department colleagues. SCIL stipends to pay for 13 teacher leaders @ \$1,725 each;	During established schedule of departmental PLC meetings, SCIL teams will discuss low performing students, engage in data cycles, revise instruction and design lessons based on data, and share best practices with course-alike, grade-alike, and department colleagues. SCIL stipends to pay for 13 teacher leaders @ \$1,725 each;
SHS Tutoring Center (Formerly Homework Club)	SHS Tutoring Center (Formerly Homework Club)
Peer Tutoring Program	Peer Tutoring Program
Collaboration release time for staff in order to support instructional strategies and articulation between departments	Collaboration release time for staff in order to support instructional strategies and articulation between departments
Supplemental Technology to support student access to curriculum.	Supplemental Technology to support student access to curriculum.
Professional Development to Support School Goals	Professional Development to Support School Goals
Science Support .2 FTE Intervention Section (Biology/Chemistry)	Did not offer in 22-23 (Master Schedule limitations)
Full time Credit Recovery Teacher	Full time Credit Recovery Teacher

## Analysis

Describe the overall implementation of the strategies/activities to achieve the articulated goal.

Strategies and expenditures matched intended plan, with exception of .2FTE Literacy Support and .2FTE Science support. This was due to Master Schedule Limitations

Describe the overall effectiveness of the strategies/activities to achieve the articulated goal as measured by the school.

Final 22-23 DATA Unavailable/Pending final course analysis

Explain any material differences between the Proposed Expenditures and Estimated Actual Expenditures.

Strategies and expenditures matched intended plan, with exception of .2FTE Literacy Support and .2FTE Science support. This was due to Master Schedule Limitations.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

.2 FTE Science Support has been verified for 23-24. Additionally, Response To Intervention support (.4FTE) has been added for 23-24



# Annual Review and Update

**SPSA Year Reviewed: 2022-23**

## Goal 2

Soquel High School will continue to focus on equity as it relates to school-wide student involvement in Curricular/Co-Curricular/Extracurricular activities. Specifically, the demographics of our student population will be reflected in ASB Leadership, AVID, campus clubs, athletics, theatre productions, and participation in our music programs.

## Annual Measurable Outcomes

Metric/Indicator	Expected Outcomes	Actual Outcomes
Student groups participating in Athletics	<p>2022-2023</p> <p>EL (maintain or improve 2021-22 % of ELs participating in athletics)            SED (maintain or improve 2021-22 % of SED participating in athletics)            SpEd (maintain or improve 2021-22 % of SpEd participating in athletics)            Hispanic (maintain or improve 2021-22 % of Hispanics participating in athletics)</p>	Data Unavailable pending 22-23 Final transcript analysis
Student groups participating in Advancement Via Individual Determination (AVID)	<p>2022-2023</p> <p>EL (maintain or improve 2021-22% of ELs participating in AVID)            SED (maintain or improve 2021-22% of SED participating in AVID)            SpEd (maintain or improve 2020-21 % of SpEd participating in AVID)            Hispanic (maintain or improve 2021-22% of Hispanics participating in AVID)</p>	Data Unavailable pending 22-23 Final transcript analysis
Student groups participating in Campus Organizations	<p>2022-23</p> <p>EL (maintain or improve 2021-22% of ELs participating in campus organizations)            SED (maintain or improve 2021-22% of SED participating in campus organizations)            SpEd (maintain or improve 2021-22% of SpEd participating in campus organizations)            Hispanic (maintain or improve 2021-22% of Hispanics participating in campus organizations)</p>	Data Unavailable pending 22-23 Final transcript analysis
Student groups participating in Performing Arts	<p>2022-23</p> <p>EL (maintain or improve 2021-22% of EL students participating in the Performing Arts)</p>	Data Unavailable pending 22-23 Final transcript analysis

Metric/Indicator	Expected Outcomes	Actual Outcomes
	<p>SED (maintain or improve 2021-22% of SED students participating in Performing Arts)</p> <p>SpEd (maintain or improve 2021-22% of SpEd students participating in Performing Arts)</p> <p>Hispanic (maintain or improve 2021-22% of ELs students participating in Performing Arts)</p>	
Student groups participating in Leadership Class	<p>2022-23</p> <p>EL (Maintain or improve 2021-22% of EL students participating in the ASB/Leadership Class)</p> <p>SED (Maintain or improve 2021-22% of SED participating in the ASB/Leadership Class)</p> <p>SpEd (Maintain or improve 2021-22% of Sp.Ed students participating in the ASB/Leadership Class)</p> <p>Hispanic (Maintain or improve 2021-22% of Hispanic/Latino students participating in the ASB/Leadership Class)</p>	Data Unavailable pending 22-23 Final transcript analysis

## Strategies/Activities for Goal 2

Planned Actions/Services	Actual Actions/Services
Social Emotional Specialist/Counselor	Social Emotional Specialist/Counselor
Bi-Lingual Academic College/Career Counselor (.6)	Bi-Lingual Academic College/Career Counselor (.6)
Bi-Lingual Community Coordinator (.4)	Bi-Lingual Community Coordinator (.4)
9th Grade Transition and Orientation program for incoming 9th graders	9th Grade Transition and Orientation program for incoming 9th graders
Activities Director (.4)	Activities Director (.4)
Professional Development in the area of Safety, School Climate and Culture (i.e. Restorative Justice, Positive Behavior Intervention Supports (PBIS))	Professional Development did not occur in the areas of PBIS/Resorative Justice (Moved to 23-24 and confirmed via school plan)

## Analysis

Describe the overall implementation of the strategies/activities to achieve the articulated goal.

All strategies were implemented as planned

Describe the overall effectiveness of the strategies/activities to achieve the articulated goal as measured by the school.

Data Unavailable pending 22-23 Final transcript analysis

Explain any material differences between the Proposed Expenditures and Estimated Actual Expenditures.

Positive Behavior and Intervention Supports were not implemented in 22-23. Districtwide training is confirmed for 2023-2024

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

No changes are being made to metrics

# Annual Review and Update

SPSA Year Reviewed: 2022-23

## Goal 3

The demographics of students in our most challenging courses (AP & Honors), will be reflective of our overall school demographics. Specifically, 35% of our population is Hispanic/Latino, so our challenging courses should be at/near 35% Hispanic/Latino.

## Annual Measurable Outcomes

Metric/Indicator	Expected Outcomes	Actual Outcomes
Student groups participating in Honors/AP Courses	<p>2022-23</p> <p>Our school demographics will be mirrored in our AP/Honors courses:                      EL (Maintain/Increase percentage of EL Taking Honors/AP)                      SED (Maintain/Increase percentage of SED Taking Honors/AP)                      SpEd (Maintain/Increase percentage of SpEd Taking Honors/AP)                      Hispanic (Maintain/Increase percentage of Hispanic Taking Honors/AP)</p>	Data Unavailable: Pending Final Course transcript analysis

## Strategies/Activities for Goal 3

Planned Actions/Services	Actual Actions/Services
Continue to support our under-performing ELL, Hispanic/Latinx student populations by offering additional counseling services outside contracted hours.	Continue to support our under-performing ELL, Hispanic/Latinx student populations by offering additional counseling services outside contracted hours.
During bi-weekly PLC meetings, SCIL teams will discuss low performing students, engage in data cycles, re-teach based on data, and share best practices with course-alike, grade-alike, or department colleagues. SCIL stipends to pay for 13 teacher leaders @ \$1,500 each;	During bi-weekly PLC meetings, SCIL teams will discuss low performing students, engage in data cycles, re-teach based on data, and share best practices with course-alike, grade-alike, or department colleagues. SCIL stipends to pay for 13 teacher leaders @ \$1,500 each;
Revision and Monitoring of Tier 1/School-wide Expectations (WASC)	Revision and Monitoring of Tier 1/School-wide Expectations (WASC)
Transitional English 1 Core A-G Class to support our Multi-Lingual Learner population; .2 FTE provided for ELD teacher	Transitional English 1 Core A-G Class to support our Multi-Lingual Learner population; .2 FTE provided for ELD teacher
Tutoring Center (Formerly Homework Club)	Tutoring Center (Formerly Homework Club)
Bi-Lingual Community Coordinator (.6)	Bi-Lingual Community Coordinator (.6)
Additional part-time Bilingual Para-educators (@2)	Additional part-time Bilingual Para-educators (@2)
English Language Learner Support/Intervention Class (.2 FTE)	English Language Learner Support/Intervention Class (.2 FTE)

**Planned  
Actions/Services**

Advancement Via Individual Determination (AVID)  
Course Offerings at each grade level

**Actual  
Actions/Services**

Advancement Via Individual Determination (AVID)  
Course Offerings at each grade level

## Analysis

Describe the overall implementation of the strategies/activities to achieve the articulated goal.

All strategies were implemented

Describe the overall effectiveness of the strategies/activities to achieve the articulated goal as measured by the school.

Data Unavailable: Pending Final Course transcript analysis

Explain any material differences between the Proposed Expenditures and Estimated Actual Expenditures.

All strategies were implemented

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

Additional .4FTE to serve as Response To Intervention Coordinator (Support English Language ARts and English Learners)

# Annual Review and Update

SPSA Year Reviewed: 2022-23

## Goal 4

Maintain or increase the percentage of students passing Math 1 (C- or better) on the first attempt

## Annual Measurable Outcomes

Metric/Indicator	Expected Outcomes	Actual Outcomes
Six week marking period grading data and semester 1 and 2 grades.	2022-2023 88% of Integrated Math 1 students will pass Integrated Math 1 with C- or better.	Data Unavailable: Pending Final Transcript Analysis

## Strategies/Activities for Goal 4

Planned Actions/Services	Actual Actions/Services
Implementation of Math PLUS Intervention Sections (x2). Site administration RTI Coordinator, and math teachers will evaluate and analyze Math 1 grading data for all 9th graders enrolled in Math 1 to determine how many students met this school goal. The Math PLC will discuss these percentages and will analyze and how to increase this student performance data.	Implementation of Math PLUS Intervention Sections (x2). Site administration RTI Coordinator, and math teachers will evaluate and analyze Math 1 grading data for all 9th graders enrolled in Math 1 to determine how many students met this school goal. The Math PLC will discuss these percentages and will analyze and how to increase this student performance data.
Full time RTI coordinator to support math department with data gathering and analysis, PLC work, creating common assessments, department-wide grading alignment, support with Math PLUS intervention classes, and new teacher support.	Full time RTI coordinator to support math department with data gathering and analysis, PLC work, creating common assessments, department-wide grading alignment, support with Math PLUS intervention classes, and new teacher support.
During scheduled PLC meetings, SCIL teams will discuss low performing students, engage in data cycles, re-teach based on data, and share best practices with course-alike, grade-alike, or department colleagues. SCIL stipends to pay for 13 teacher leaders @ \$1,500 each;	During scheduled PLC meetings, SCIL teams will discuss low performing students, engage in data cycles, re-teach based on data, and share best practices with course-alike, grade-alike, or department colleagues. SCIL stipends to pay for 13 teacher leaders @ \$1,500 each;
PEER Tutoring Program	PEER Tutoring Program
Collaboration/Release time for Math teachers (Each teacher allocated 2 days per Semester)	Collaboration/Release time for Math teachers (Each teacher allocated 2 days per Semester)
Implementation of MAP (Measure of Academic Progress) to support data analysis within Math Department.	Implementation of MAP (Measure of Academic Progress) to support data analysis within Math Department.

## Analysis

Describe the overall implementation of the strategies/activities to achieve the articulated goal.

All identified strategies for 2022-2023 were implemented with fidelity

Describe the overall effectiveness of the strategies/activities to achieve the articulated goal as measured by the school.

Data Unavailable: Pending Final Transcript Analysis

Explain any material differences between the Proposed Expenditures and Estimated Actual Expenditures.

N/A

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

Specific Metrics for A-G completion rates will support increased student achievement in the area of Mathematics (5% increase in A-G is additional metric.) Additional .2 FTE Math Plus intervention will increase collaboration in course alike and support higher student achievement.

# Budget Summary and Consolidation

The Budget Summary is required for schools funded through the ConApp. The Consolidation of Funds is required for a school receiving funds allocated through the ConApp and consolidating those funds as part of a schoolwide program.

## Budget Summary

Description	Amount
Total Funds Provided to the School Through the Consolidated Application	0
Total Funds Budgeted for Strategies to Meet the Goals in the SPSA	1,089,030.00

## Allocations by Funding Source

Funding Source	Amount	Balance
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## Expenditures by Funding Source

Funding Source	Amount
District Funded	896,449.00
ESSER	27,575.00
General Fund	1,000.00
LCFF - Supplemental	164,006.00

## Expenditures by Budget Reference

Budget Reference	Amount
	21,100.00
1000-1999: Certificated Personnel Salaries	740,555.00
2000-2999: Classified Personnel Salaries	287,375.00
5000-5999: Services And Other Operating Expenditures	15,000.00
5800: Professional/Consulting Services And Operating Expenditures	20,000.00
6000-6999: Capital Outlay	5,000.00

## Expenditures by Budget Reference and Funding Source

Budget Reference	Funding Source	Amount
	District Funded	21,100.00
1000-1999: Certificated Personnel Salaries	District Funded	684,433.00
2000-2999: Classified Personnel Salaries	District Funded	155,916.00
5000-5999: Services And Other Operating Expenditures	District Funded	10,000.00
5800: Professional/Consulting Services And Operating Expenditures	District Funded	20,000.00
6000-6999: Capital Outlay	District Funded	5,000.00
2000-2999: Classified Personnel Salaries	ESSER	27,575.00
1000-1999: Certificated Personnel Salaries	General Fund	1,000.00
1000-1999: Certificated Personnel Salaries	LCFF - Supplemental	55,122.00
2000-2999: Classified Personnel Salaries	LCFF - Supplemental	103,884.00
5000-5999: Services And Other Operating Expenditures	LCFF - Supplemental	5,000.00

# School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

- 1 School Principal
- 2 Classroom Teachers
- 1 Other School Staff
- 4 Parent or Community Members
- 3 Secondary Students

Name of Members	Role
Greg O'Meara	Principal
Barney Levy	Classroom Teacher
Troy Kusanovich	Classroom Teacher
April Walls	Other School Staff
Dana Snyder	Parent or Community Member
	Parent or Community Member
Emily Hanson	Parent or Community Member
Anne Marie Weiss	Parent or Community Member
	Parent or Community Member
	Parent or Community Member
Antonio Vega	Secondary Student
Julia Inkles	Secondary Student
Jake Sporelader	Parent or Community Member

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

# Recommendations and Assurances

The School Site Council (SSC) recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the School Plan for Student Achievement (SPSA) requiring board approval.

The SSC sought and considered all recommendations from the following groups or committees before adopting this plan:

**Signature**

**Committee or Advisory Group Name**

English Learner Advisory Committee

Departmental Advisory Committee

The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

This SPSA was adopted by the SSC at a public meeting on 05.18.22.

Attested:

Principal, Greg O'Meara on 05.18.22

SSC Chairperson, Ava Burke on 05.18.22

School Year: **2023-24**

# School Plan for Student Achievement (SPSA) Template

The School Plan for Student Achievement (SPSA) is meant to consolidate all school-level planning efforts into one plan for programs funded through the consolidated application (ConApp), pursuant to the California Education Code (EC) Section 64001 and the Elementary and Secondary Education Act as amended by the Every Student Succeeds Act (ESSA).

The purpose of the SPSA is to increase the overall effectiveness of the school program by crafting a strategic plan that maximizes the resources available to the school while minimizing duplication of effort with the ultimate goal of increasing student achievement.

The School Site Council (SSC) is required to develop and annually review the SPSA, establish an annual budget, and make modifications in the plan to reflect changing needs and priorities, as applicable, pursuant to EC 52853(b) and 52855.

California's ESSA State Plan significantly shifts the state's approach to the utilization of federal resources in support of underserved student groups. The SPSA provides schools with the opportunity to document their approach to maximizing the impact of federal investments in support of underserved students.

The implementation of ESSA in California presents an opportunity for schools to innovate with their federally-funded programs and align them with the priority goals of the school and the LEA that are being realized under the state's Local Control Funding Formula (LCFF).

LCFF provides schools and LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The SPSA planning process supports continuous cycles of action, reflection, and improvement.

<b>School Name</b>	Santa Cruz High School
<b>Address</b>	415 Walnut Ave Santa Cruz, CA 95060-3633
<b>County-District-School (CDS) Code</b>	4469823447109
<b>Principal</b>	Michelle Poirier
<b>District Name</b>	Santa Cruz City Schools
<b>SPSA Revision Date</b>	May 2, 2023
<b>Schoolsite Council (SSC) Approval Date</b>	May 17, 2023
<b>Local Board Approval Date</b>	

In the pages that follow, please describe the school's plan for making the best use of federal ESEA resources in alignment with other federal, state, and local programs.

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# School Vision and Mission

Our vision is to nurture lifelong learners who demonstrate critical thinking, creativity, integrity, and personal responsibility as members of our school and community. We collaborate to ensure equity to achieve college and career readiness for all students.

## School Profile

Santa Cruz High School is located on the central coast of California and as the first high school in the city of Santa Cruz is over 100 years old. The Santa Cruz County Office of Education serves ten county school districts including Santa Cruz City Schools (SCCS). Santa Cruz High School is a comprehensive high school of approximately 1,100 students. Santa Cruz High School uses a Four-by-Four Block Schedule with a 40-minute Advisory period, called Cardinal Connect, four days per week. Under this model, students take three or four ninety-minute classes each day for eighteen weeks in the fall, and three or four different classes for eighteen weeks in the spring. Each class is completed in one semester and is equivalent to a year-long class in a more traditional system. This system allows students to concentrate on fewer courses at a time. The option to take a fourth period allows students to participate in our instrumental and vocal music programs, leadership, AVID, etc. without giving up academic classes. Special Education students are generally scheduled into a daily tutorial as a fourth class. Students behind in credits are also scheduled into four classes to provide an opportunity to get back on track for graduation.

The 40-minute per day Cardinal Connect advisory period is instrumental in creating a space for teachers to consult one-on-one with students, allow students to retake assessments, and to participate in enrichment activities. Our Counseling Department has found that they can schedule academic planning, social emotional health, and other activities during Cardinal Connect time while minimally impacting the instructional environment. In addition, our Activities Director has been able to schedule class level meetings during Cardinal Connect so that there is no disruption to instructional time. Santa Cruz High School will continue in 2023- 2024 with Cardinal Connect, making small revisions to improve it.

Despite the forecasted declining enrollment trends through 2025, our enrollment has remained relatively stable, and we are committed to providing a comprehensive program that supports the success and meets the needs of all students. The majority of our classes are designed to meet A-G standards. In addition, we dedicate significant resources to provide appropriate support for the range of students' needs.

We offer English Language Development (ELD) 3, Transitional English, and ELD Language and Literacy classes for our small population of English Learner students with intermediate and early advanced English language development levels. Our Advancement Via Individual Determination (AVID) program supports students who are first generation to college or traditionally underrepresented in college. The AVID team - comprised of four AVID teachers, a counselor and an assistant principal - attends the AVID Summer Institutes, where they participate in professional development, including new strategies for delivery of AVID curriculum.

To better address the need for communication with our families, Santa Cruz High School has increased the School/Community Coordinator to a full time position. We have also increased our social emotional support for students on campus, with a full-time Marriage and Family Therapist on staff. Our peer tutoring program has been made more robust with the employment of a Peer Tutoring Coordinator who trains peer tutors in best practices for one-on-one and small group tutoring. Santa Cruz High School is fortunate to be provided funding to participate in restorative practices, delivered to the full staff, as well as to a smaller implementation group through MIRJ Services (MIRJ stands for Motivational Interviewing / Restorative Justice). We will be continuing to expand our motivational interviewing & restorative justice initiative into the 2023-2024 school year. With the 2023 WASC (Western Association of Schools and Colleges) accreditation visit, we have identified an area of growth of increasing social emotional learning in the Tier 1 classroom setting.

Santa Cruz High offers a range of service options for eligible students in our Special Education department. We have RSP tutorial classes to support students with Individualized Education Plans (IEPs). The IEP emphasizes the student's participation in the general education curriculum and the IEP team includes general education teachers. The school offers a variety of Special Day Class (SDC) classes and the students benefit from regular field trip opportunities in the community.

Starting in 2015-16, SCHS hired a Multi-tiered Support System (MTSS) Coordinator to help struggling Integrated Math 1 students. The MTSS model is also known by the term Response to Intervention (RTI). Our MTSS/RTI program has



grown since its inception. In the current year, we have full time MTSS/RTI support for students in Math and English. In addition to providing instructional support, our RTI Coordinator facilitates a monthly meeting of our intervention team, which provides a multi-lens perspective on students who require attention due to problems with attendance, behavior, mental health, and academics.

Currently, we offer Advanced Placement courses in Calculus AB and BC, Statistics, Computer Science A, English Literature and Composition, English Language and Composition, Biology, Chemistry, Physics 1 and 2, Spanish Language and Culture, French Language and Culture, Music Theory, US History, and Environmental Science.

Santa Cruz High is also a strong advocate of arts, enrichment, athletics, and extracurricular activities in education. We continue to provide an exceptional fine and performing arts program with courses in painting, ceramics, jewelry, photography, video production, vocal and instrumental music, and theater. Our Cardinal Regiment continues to earn first place awards in Marching Band and Color Guard band reviews. In addition to our robust academic program, Santa Cruz High supports a wide range of extra-curricular activities. The drama department has presented two student-run productions a year for several years. The Santa Cruz Mock Trial team has been county champion for ten out of the last fourteen years. Individual and team sports benefit from our strong athletic program, frequently reaching Central Coast Section level competitions while several teams have won the California Interscholastic Federation State Academic Award each year. Students also participate in a variety of extra-curricular clubs ranging from the Rainbow Alliance to the Ping Pong Club, and from the Latino Student Union to the Origami Club. The Rainbow Alliance, SCHS's Gay-Straight Alliance Club, is very active at school and in the community. They have hosted well-received events such as the "Diversity Dance" and the Dialogue Conference, at which students had the opportunity to talk with teachers and other guest speakers regarding gender identity, sexuality and other LGBT issues. The Black Student Union attends regional and state leadership conferences every year, and has recently added an annual spring break trip to visit Historically Black Colleges and Universities (HBCUs).

Santa Cruz High students participate in the countywide Career Technical Education Program (CTEP) in order to gain exposure to post-high school careers. In addition, SCHS houses entire CTE pathway programs in Automotive Repair, Bicycle Repair, Cabinetry, Dance Choreography, and Digital Media Arts Design. Our CTE counselor organizes the Work Based Learning portion of our CTE classes, which brings industry partners to critique student portfolios. The CTE counselor also organizes a lunchtime career speaker program which supports students in planning for their futures. The incorporation of the California College Guidance Initiative program into the counseling curriculum assists students in identifying career interests and selecting postsecondary opportunities to meet their goals.

Santa Cruz High School uses student performance data to assess our students and programs and presents this data to the school community in a number of venues. The data is shared annually with staff. Data is shared at parent nights including: Back to School Nights, Red and White Fair (Open House for prospective families), and Incoming Ninth Grade Parent Night (orientation for families of entering students), Math Information Night, the English Language Advisory Committee (ELAC) meetings, Parents of African-American Heritage Students (PAAHS) meetings, PTA meetings, and School Board meetings.

The Santa Cruz Instructional Leadership Team (SCIL) consists of a teacher leader from each department who facilitates department professional learning communities (PLC) focusing on analyzing local data to enhance student performance. Departments meet twice monthly to share and analyze student work, develop common assessments and to use data cycles to determine the effectiveness of a variety of formative assessments. District-led professional development opportunities have been offered and our teachers have participated in professional learning in the areas of High Impact Instructional Strategies, Integrated and Designated English Language Development, Response to Intervention (RTI) Implementation, Next Generation Science Standards Implementation, Silicon Valley Math Initiative Trainings, Math Teacher Leaders and district Santa Cruz Instructional Leader workshops. In addition, through attending job-alike professional development meetings twice monthly provided by the district Special Education Department, our Special Education teachers have had the opportunity to share best practices and to participate in IEP Compliance Trainings and best practices for developing IEP goals.

For the 2023-24 school year, Santa Cruz High School is focusing its site professional development activities on Integrated English Language Development, High Impact Instructional Strategies for accelerating learning, Motivational Interviewing / Restorative Justice, and Equitable Grading practices. Our school has two interdisciplinary action research teams of teachers participating in the Santa Cruz County College and Career Collaborative's Grading Inquiry Project. GIP-ART (Grading Inquiry Project Action Research Teams) share their learnings and results with the faculty at large. One of our teams has completed the two-year commitment to the GIP-ART and will begin to provide their expertise to newer teams across the county through the Santa Cruz County College and Career Commitment (also known as SCCCC or S5C). In March 2023, the school hosted a full accreditation visit from the Western Association of Schools and Colleges (WASC), Santa Cruz High School took the self-study the opportunity to form a Data Team. This team is comprised of teachers and staff forming an interdisciplinary group which will undertake the ongoing task of converting

raw data into digestible, visual formats so that groups such as course- alike teams, departments, the school, and other stakeholder groups can more readily make decisions and plans based on data.

## **Educational Partner Involvement**

How, when, and with whom did the school consult as part of the planning process for this SPSA/Annual Review and Update?

### **Involvement Process for the SPSA and Annual Review and Update**

Goals for the Single Plan for Student Achievement are developed as a part of our WASC self-study and stakeholder input process. This plan will be reviewed by necessary stakeholders beginning with the School Site Council, the Instructional Leadership Team, the English Learners Advisory Committee, faculty, staff, student representatives, and parent support groups. In addition, the School Site Council reviews, gives input, monitors, and approves the SPSA annually.

# School and Student Performance Data

## Student Enrollment Enrollment By Student Group

Student Enrollment by Subgroup						
Student Group	Percent of Enrollment			Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23
American Indian	0.3%	0.27%	0.09%	3	3	1
African American	3.0%	2.48%	2.29%	33	28	25
Asian	4.5%	3.98%	2.93%	49	45	32
Filipino	0.6%	0.44%	0.55%	7	5	6
Hispanic/Latino	31.3%	29.27%	29.21%	341	331	319
Pacific Islander	0.4%	0.27%	0.18%	4	3	2
White	55.5%	56.32%	55.49%	604	637	606
Multiple/No Response	4.3%	6.28%	8.42%	47	71	92
<b>Total Enrollment</b>				1,088	1131	1092

## Student Enrollment Enrollment By Grade Level

Student Enrollment by Grade Level			
Grade	Number of Students		
	20-21	21-22	22-23
Grade 9	294	301	267
Grade 10	251	302	302
Grade 11	305	234	292
Grade 12	238	294	231
<b>Total Enrollment</b>	1,088	1,131	1,092

### Conclusions based on this data:

1. The cost of housing and the relative unavailability of high-paying jobs has made Santa Cruz one of the most unaffordable areas in the country. This has been a negative driver for young families to put down roots here. As a result, overall enrollment in the district is on a trajectory of steady decline. However, Santa Cruz High School's enrollment has only exhibited a slight decline over the past three years. We have benefitted from open enrollment and interdistrict transfers from other area schools and enrollment from students leaving private and charter schools to counteract this local trend. The percentages of our major student demographic groups have remained relatively stable: White ~ 56%, Hispanic/Latino ~ 30%, with other groups making up the remaining 14%.
2. Our demographic distribution has remained relatively stable over the past few years.
3. Our overall school population has remained relatively stable, with a small decline in the overall enrollment.

# School and Student Performance Data

## Student Enrollment English Learner (EL) Enrollment

English Learner (EL) Enrollment						
Student Group	Number of Students			Percent of Students		
	20-21	21-22	22-23	20-21	21-22	22-23
English Learners	48	42	40	4.40%	3.7%	3.7%
Fluent English Proficient (FEP)	223	213	210	20.50%	18.8%	19.2%
Reclassified Fluent English Proficient (RFEP)	173	162	160	15.9%	14.3%	14.7%

### Conclusions based on this data:

1. The number of English Learners has remained low, with enrollment hovering at less than 4%.
2. Santa Cruz High School has created more specialized classes to develop academic English language and to support English learner students in their academics.

# School and Student Performance Data

## CAASPP Results English Language Arts/Literacy (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 11	287	229	286	116	218	273	114	218	253	40.4	95.2	95.5
All Grades	287	229	286	116	218	273	114	218	253	40.4	95.2	95.5

The "% of Enrolled Students Tested" showing in this table is not the same as "Participation Rate" for federal accountability purposes.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 11	2655.	2623.		42.98	32.57		32.46	35.32		14.91	19.27		9.65	12.84	
All Grades	N/A	N/A	N/A	42.98	32.57		32.46	35.32		14.91	19.27		9.65	12.84	

Reading Demonstrating understanding of literary and non-fictional texts									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 11	34.51	36.70		57.52	52.75		7.96	10.55	
All Grades	34.51	36.70		57.52	52.75		7.96	10.55	

Writing Producing clear and purposeful writing									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 11	39.64	34.40		48.65	45.41		11.71	20.18	
All Grades	39.64	34.40		48.65	45.41		11.71	20.18	

Listening Demonstrating effective communication skills									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 11	30.09	21.56		64.60	68.81		5.31	9.63	
All Grades	30.09	21.56		64.60	68.81		5.31	9.63	

Research/Inquiry Investigating, analyzing, and presenting information									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 11	43.36	27.98		51.33	62.39		5.31	9.63	
All Grades	43.36	27.98		51.33	62.39		5.31	9.63	

**Conclusions based on this data:**

1. Our participation rates have met the state-required 95% threshold except for in 2020-21, when participation fell to around 40% due to the challenges of the pandemic. There is some question as to the significance of the data with such low participation rates in 2020-2021.
2. The overall percentage of students meeting and exceeding standards has been on an upward trend. The plan is to comment on these data once the 2022 results become available.
3. 2021-2022 Reading, Writing, and Research scores showed mixed results, with % of scores At or Near Standard increasing, offset by decreases in students scoring Above Standard and Below Standard. Writing was the only area that shows an across the board improvement in 2021-2022.

# School and Student Performance Data

## CAASPP Results Mathematics (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 11	287	227		114	218		113	218		39.7	96.0	
All Grades	287	227		114	218		113	218		39.7	96.0	

\* The “% of Enrolled Students Tested” showing in this table is not the same as “Participation Rate” for federal accountability purposes.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 11	2694.	2624.		47.79	25.69		28.32	23.39		16.81	23.85		7.08	27.06	
All Grades	N/A	N/A	N/A	47.79	25.69		28.32	23.39		16.81	23.85		7.08	27.06	

Concepts & Procedures Applying mathematical concepts and procedures									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 11	56.64	35.78		35.40	39.91		7.96	24.31	
All Grades	56.64	35.78		35.40	39.91		7.96	24.31	

Problem Solving & Modeling/Data Analysis Using appropriate tools and strategies to solve real world and mathematical problems									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 11	38.94	24.77		52.21	58.72		8.85	16.51	
All Grades	38.94	24.77		52.21	58.72		8.85	16.51	

Communicating Reasoning Demonstrating ability to support mathematical conclusions									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 11	46.90	26.61		50.44	60.09		2.65	13.30	
All Grades	46.90	26.61		50.44	60.09		2.65	13.30	

**Conclusions based on this data:**

1. Our participation rates have met the state-required 95% threshold except for in 2020-21, when participation fell to around 40% due to the challenges of the pandemic. There is some question as to the significance of the data with such low participation rates in 2020-2021.
2. Overall Math scores have continued to steadily increase over the past four years and then sharply declined in the 2021-2022 year
3. In all three areas tested (Concepts and Procedures, Problem Solving and Modeling/Data Analysis, and Communicating Reasoning), the % of students scoring below standard has dropped and the % of students scoring Near/At and Above standard has fallen.



# School and Student Performance Data

## ELPAC Results

ELPAC Summative Assessment Data Number of Students and Mean Scale Scores for All Students												
Grade Level	Overall			Oral Language			Written Language			Number of Students Tested		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
9	1602.6	*		1600.8	*		1603.9	*		17	8	
10	*	1631.8		*	1640.6		*	1622.5		7	13	
11	1572.4	*		1560.8	*		1583.3	*		13	5	
12	*	1596.2		*	1592.5		*	1599.4		5	11	
All Grades										42	37	

Overall Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
9	29.41	*		41.18	*		29.41	*		0.00	*		17	*	
10	*	69.23		*	23.08		*	7.69		*	0.00		*	13	
11	15.38	*		53.85	*		30.77	*		0.00	*		13	*	
12	*	45.45		*	36.36		*	18.18		*	0.00		*	11	
All Grades	26.19	48.65		35.71	35.14		33.33	16.22		4.76	0.00		42	37	

Oral Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
9	47.06	*		29.41	*		17.65	*		5.88	*		17	*	
10	*	69.23		*	30.77		*	0.00		*	0.00		*	13	
11	46.15	*		30.77	*		23.08	*		0.00	*		13	*	
12	*	63.64		*	27.27		*	9.09		*	0.00		*	11	
All Grades	42.86	59.46		28.57	37.84		21.43	2.70		7.14	0.00		42	37	

Written Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
9	29.41	*		29.41	*		35.29	*		5.88	*		17	*	
10	*	53.85		*	15.38		*	23.08		*	7.69		*	13	
11	7.69	*		30.77	*		53.85	*		7.69	*		13	*	
12	*	18.18		*	36.36		*	36.36		*	9.09		*	11	
All Grades	16.67	27.03		28.57	24.32		42.86	37.84		11.90	10.81		42	37	

Listening Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
9	17.65	*		64.71	*		17.65	*		17	*	
10	*	30.77		*	69.23		*	0.00		*	13	
11	0.00	*		84.62	*		15.38	*		13	*	
12	*	9.09		*	72.73		*	18.18		*	11	
All Grades	11.90	16.22		71.43	78.38		16.67	5.41		42	37	

Speaking Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
9	81.25	*		12.50	*		6.25	*		16	*	
10	*	100.00		*	0.00		*	0.00		*	13	
11	76.92	*		23.08	*		0.00	*		13	*	
12	*	90.91		*	9.09		*	0.00		*	11	
All Grades	65.85	97.30		26.83	2.70		7.32	0.00		41	37	

Reading Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
9	41.18	*		47.06	*		11.76	*		17	*	
10	*	61.54		*	23.08		*	15.38		*	13	
11	15.38	*		76.92	*		7.69	*		13	*	
12	*	27.27		*	36.36		*	36.36		*	11	
All Grades	26.19	32.43		54.76	43.24		19.05	24.32		42	37	

Writing Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
<b>9</b>	0.00	*		100.00	*		0.00	*		17	*	
<b>10</b>	*	0.00		*	100.00		*	0.00		*	13	
<b>11</b>	15.38	*		69.23	*		15.38	*		13	*	
<b>12</b>	*	18.18		*	81.82		*	0.00		*	11	
<b>All Grades</b>	4.76	5.41		85.71	91.89		9.52	2.70		42	37	

**Conclusions based on this data:**

1. There are too few students to produce adequate data to make judgements of student needs.

# School and Student Performance Data

## Student Population

For the past two years, many state and federal accountability requirements were waived or adjusted due to the impact of the COVID-19 pandemic on LEAs, schools, and students. Beginning with the 2021-22 school year, the requirements to hold schools and districts accountable for student outcomes has returned with the release of the 2022 California School Dashboard (Dashboard). The Every Student Succeeds Act is requiring all states to determine schools eligible for support. Similarly, under state law, Assembly Bill (AB) 130, which was signed into law in 2021, mandates the return of the Dashboard using only current year performance data to determine LEAs for support. Therefore, to meet this state requirement, only the 2021-22 school year data will be reported on the 2022 Dashboard for state indicators. (Data for Change [or the difference from prior year] and performance colors will not be reported.)

This section provides information about the school's student population.

2021-22 Student Population			
Total Enrollment	Socioeconomically Disadvantaged	English Learners	Foster Youth
1,131	28.6	3.7	0.3
Total Number of Students enrolled in Santa Cruz High School.	Students who are eligible for free or reduced priced meals; or have parents/guardians who did not receive a high school diploma.	Students who are learning to communicate effectively in English, typically requiring instruction in both the English Language and in their academic courses.	Students whose well being is the responsibility of a court.

2021-22 Enrollment for All Students/Student Group		
Student Group	Total	Percentage
English Learners	42	3.7
Foster Youth	3	0.3
Homeless	2	0.2
Socioeconomically Disadvantaged	323	28.6
Students with Disabilities	93	8.2

Enrollment by Race/Ethnicity		
Student Group	Total	Percentage
African American	28	2.5
American Indian	3	0.3
Asian	45	4.0
Filipino	5	0.4
Hispanic	331	29.3
Two or More Races	71	6.3
Pacific Islander	3	0.3
White	637	56.3

**Conclusions based on this data:**

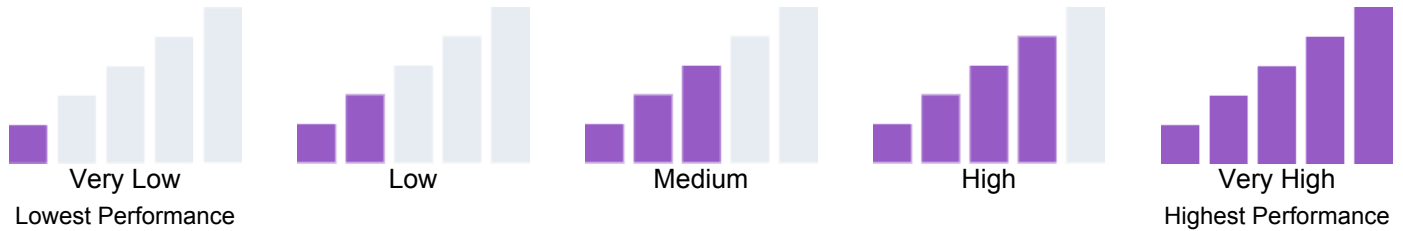
1. Our different student groups have all remained relatively similar from year to year.

# School and Student Performance Data

## Overall Performance

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

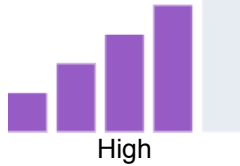
Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



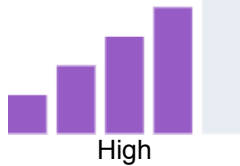
### 2022 Fall Dashboard Overall Performance for All Students

#### Academic Performance

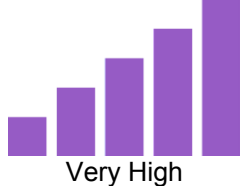
##### English Language Arts



##### Mathematics



##### English Learner Progress

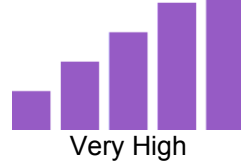


##### College/Career

Not Reported in 2022

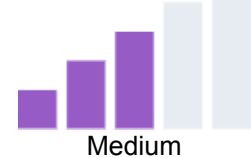
#### Academic Engagement

##### Graduation Rate



#### Conditions & Climate

##### Suspension Rate



**Conclusions based on this data:**

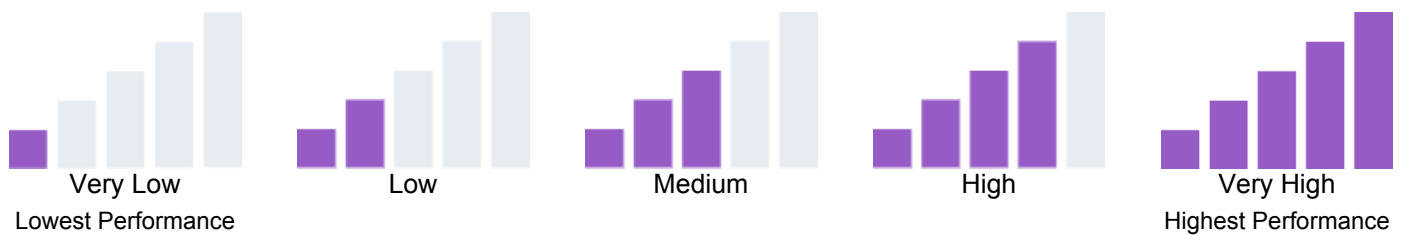
1. We have a very high graduation rate and high english language arts and math results on CAASPP.
2. We have very high English Learner progress results, which is likely in part due to our Integrated ELD PD focus. It is also likely due to increasing our ELD course offerings to better meet student needs.

# School and Student Performance Data

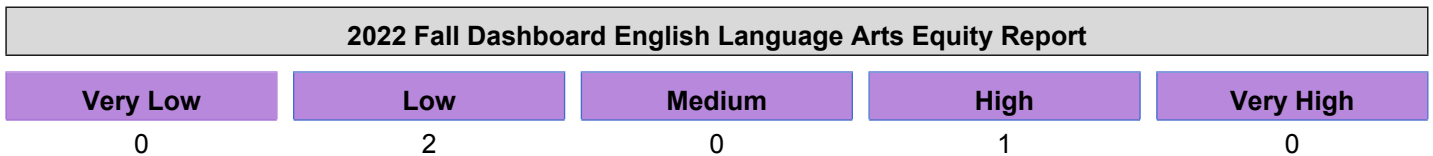
## Academic Performance English Language Arts

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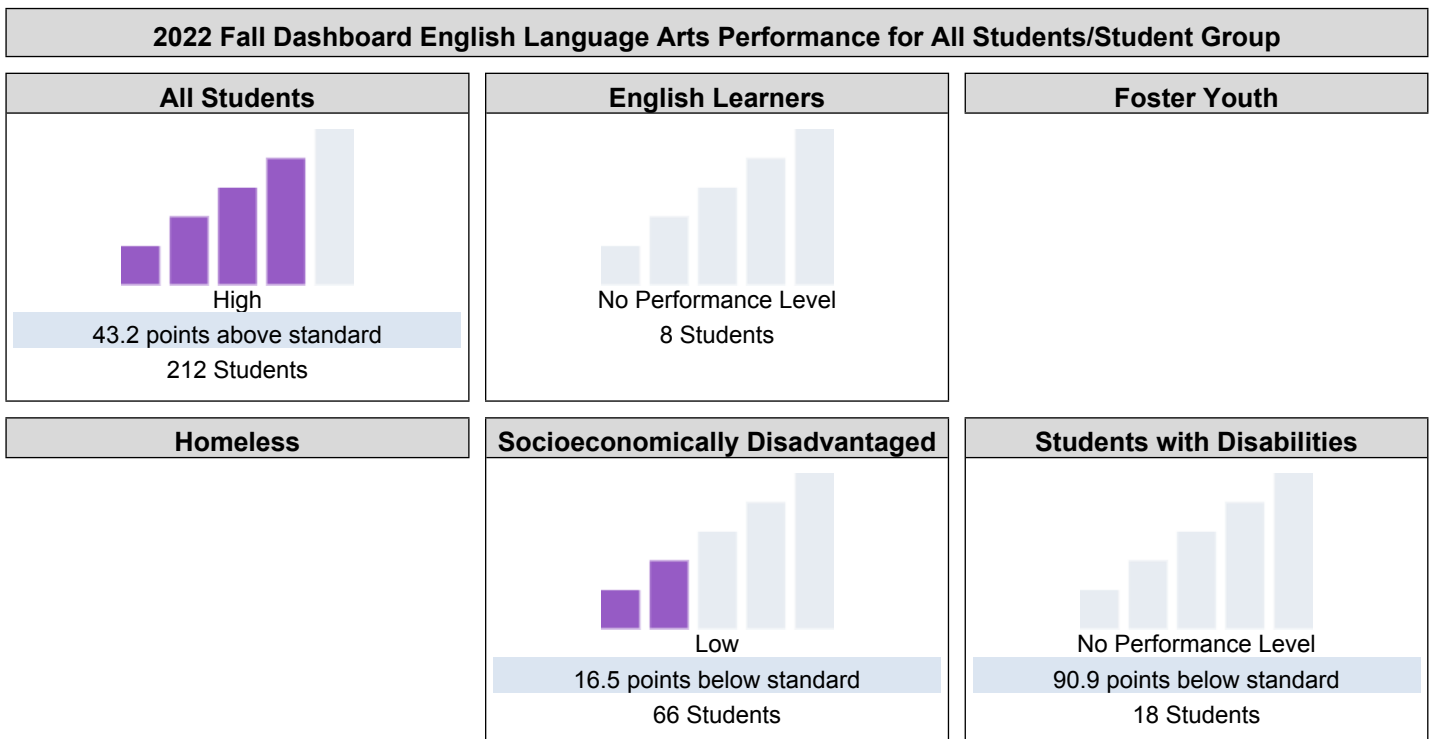
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This section provides number of student groups in each level.

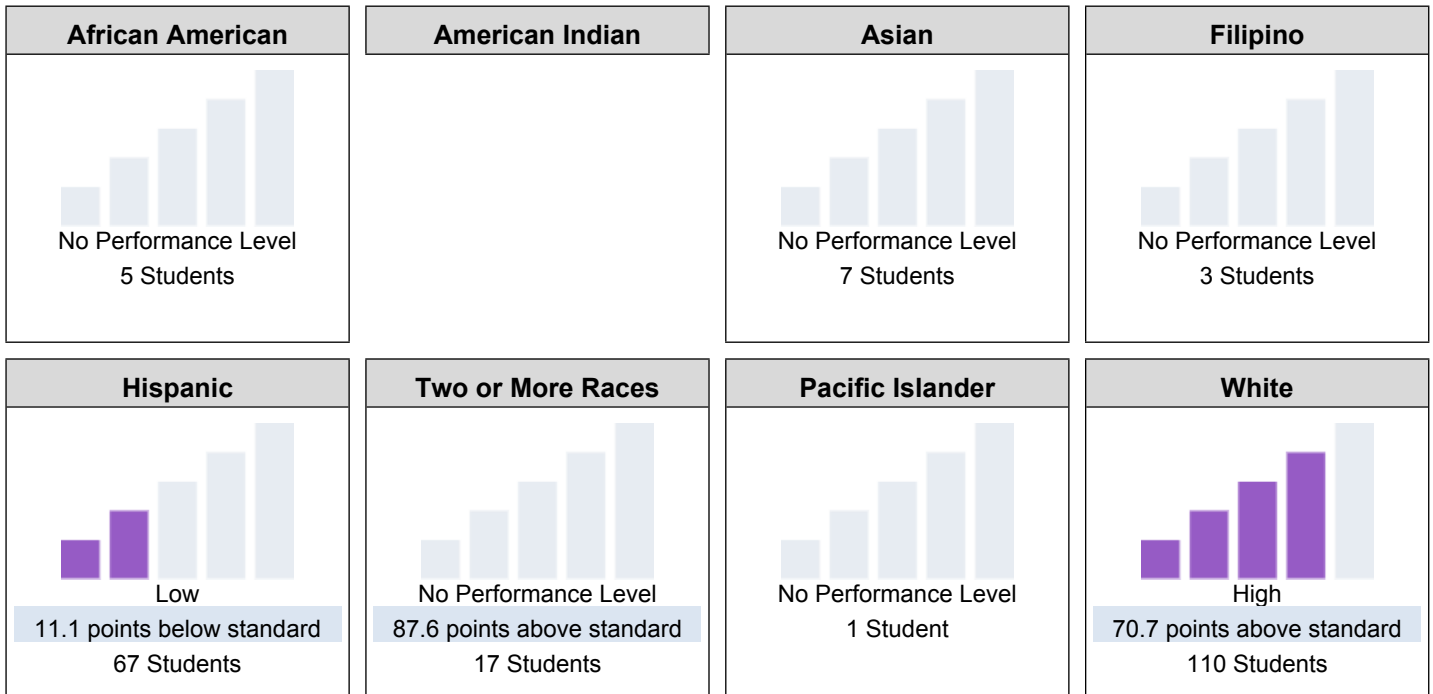


This section provides a view of how well students are meeting grade-level standards on the English Language Arts assessment. This measure is based on student performance on either the Smarter Balanced Summative Assessment or the California Alternate Assessment, which is taken annually by students in grades 3–8 and grade 11.





**2022 Fall Dashboard English Language Arts Performance by Race/Ethnicity**



This section provides additional information on distance from standard for current English learners, prior or Reclassified English learners, and English Only students in English Language Arts.

**2022 Fall Dashboard English Language Arts Data Comparisons for English Learners**

Current English Learner	Reclassified English Learners	English Only
5 Students	3 Students	60.2 points above standard 159 Students

**Conclusions based on this data:**

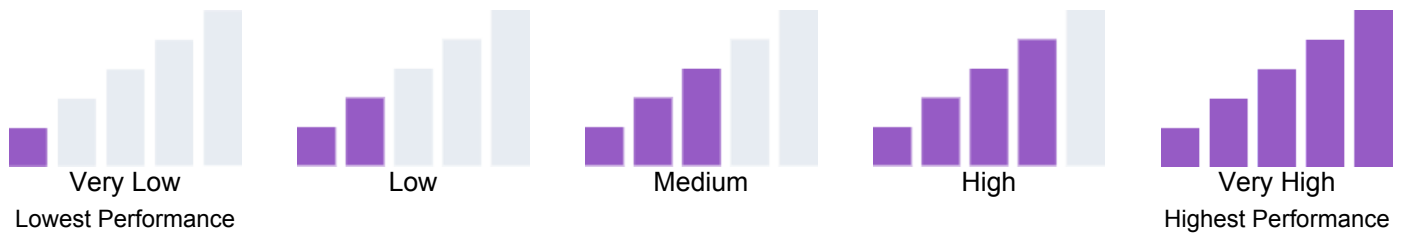
1. The state did not publish a dashboard in 2020. Previously, SCHS experienced significant increases with all students. There were moderate declines in scores in 2022.
2. Significant decline in achievement with students with disabilities. Smaller decline with Hispanic students.
3. Some of our subgroups are too small to be statistically significant, but we see an achievement gap between Whites and Hispanics. Socioeconomically disadvantaged students also have lower achievement.

# School and Student Performance Data

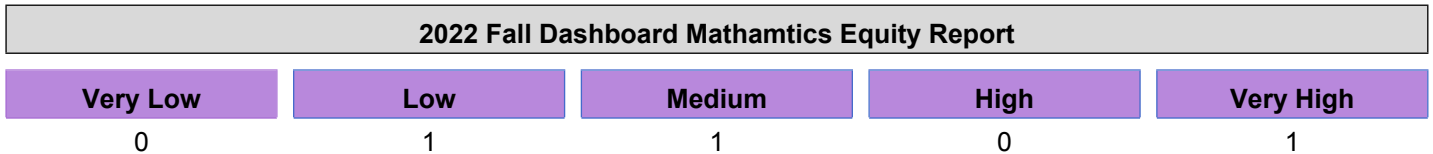
## Academic Performance Mathematics

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

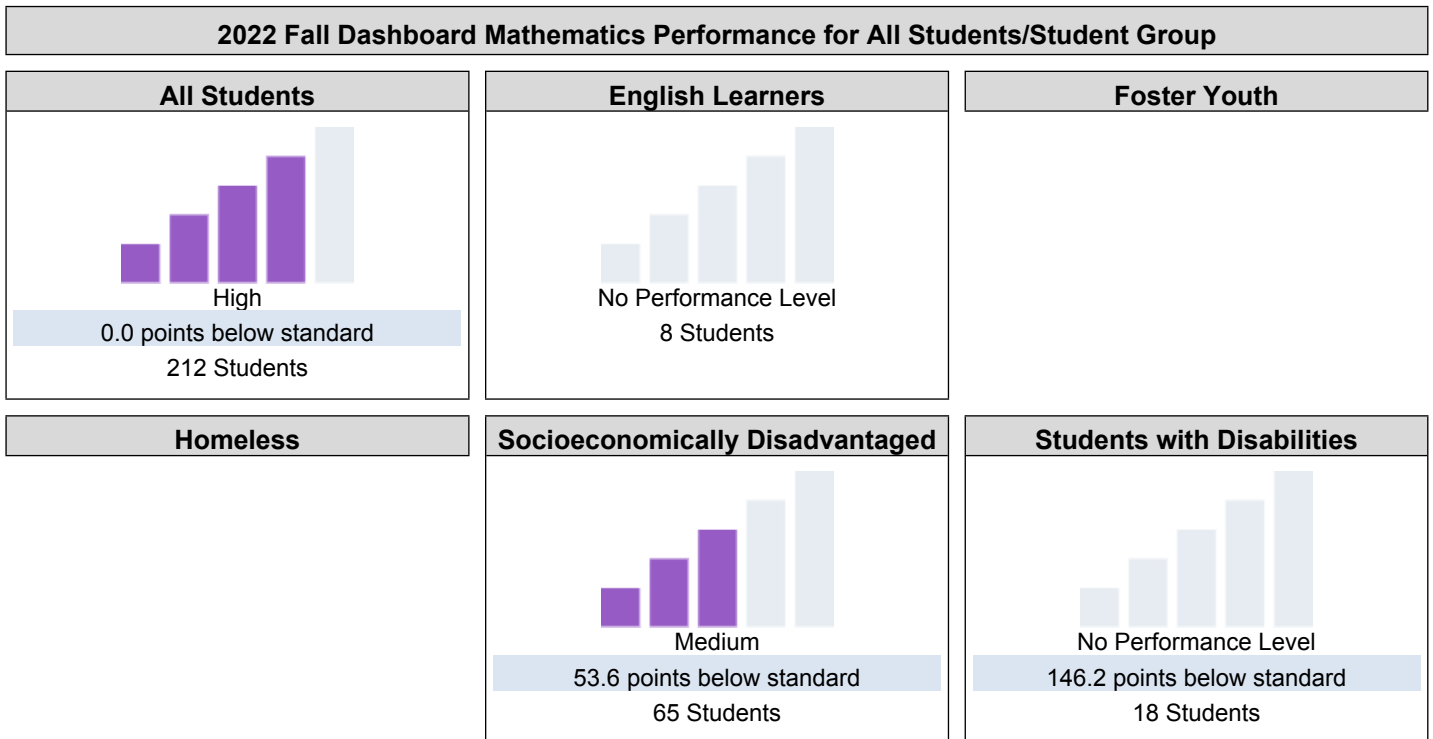
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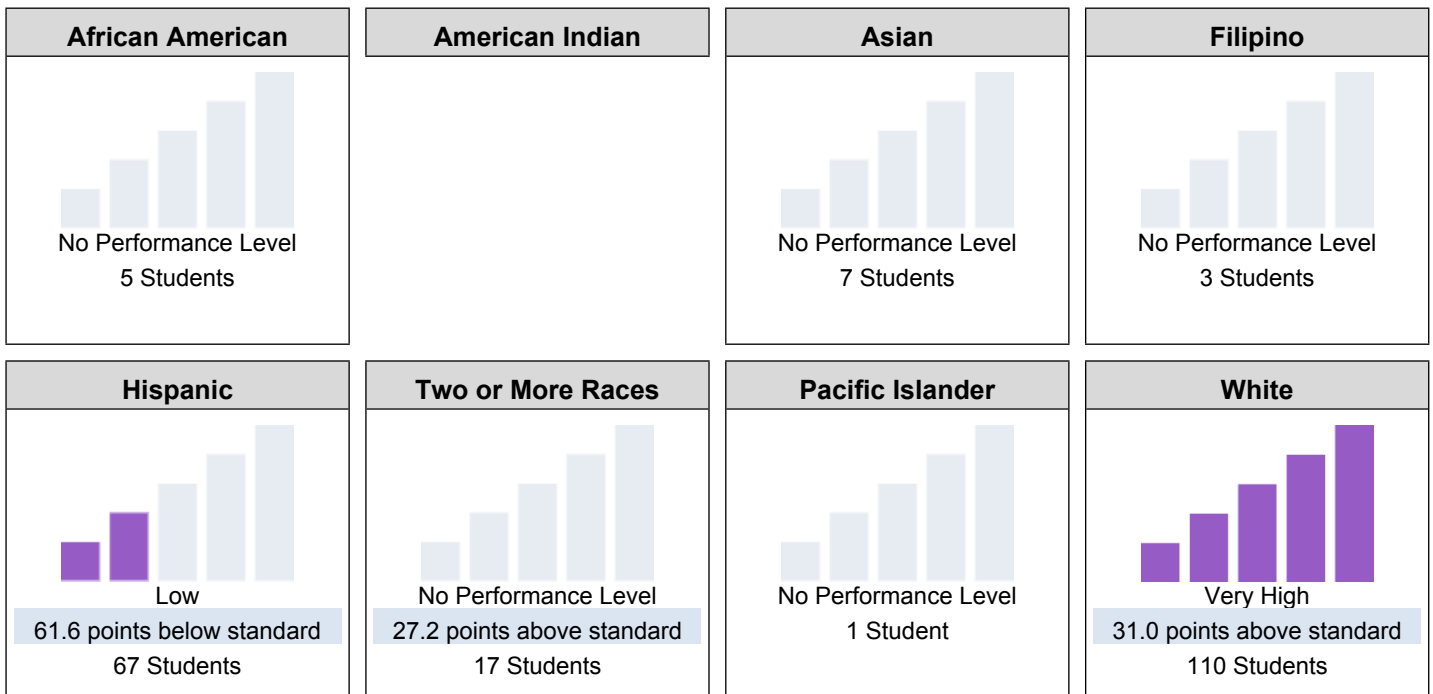
This section provides number of student groups in each level.



This section provides a view of how well students are meeting grade-level standards on the Mathematics assessment. This measure is based on student performance either on the Smarter Balanced Summative Assessment or the California Alternate Assessment, which is taken annually by students in grades 3–8 and grade 11.



### 2022 Fall Dashboard Mathematics Performance by Race/Ethnicity



This section provides additional information on distance from standard for current English learners, prior or Reclassified English learners, and English Only students in mathematics

### 2022 Fall Dashboard Mathematics Data Comparisons for English Learners

Current English Learner	Reclassified English Learners	English Only
5 Students	3 Students	16.0 points above standard 158 Students

#### Conclusions based on this data:

1. The state did not publish a dashboard in 2020. Previously, all students, including every subgroup, showed improvement in mathematics. There was a significant decline in math scores in 2021-2022.
2. Focused improvement needs to occur with: Hispanic, socioeconomically disadvantaged, and students with disabilities.
3. The achievement gap between Whites and Hispanics are smaller in Math

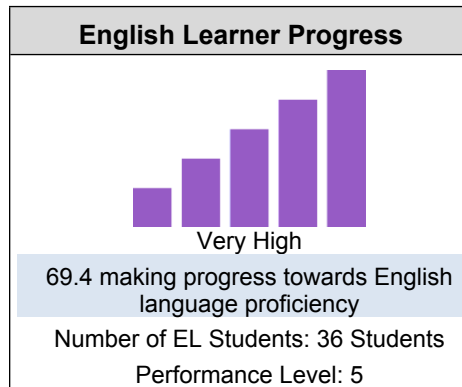
# School and Student Performance Data

## Academic Performance English Learner Progress

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

This section provides information on the percentage of current EL students making progress towards English language proficiency or maintaining the highest level.

### 2022 Fall Dashboard English Learner Progress Indicator



This section provides a view of the percentage of current EL students who progressed at least one ELPI level, maintained ELPI level 4, maintained lower ELPI levels (i.e, levels 1, 2L, 2H, 3L, or 3H), or decreased at least one ELPI Level.

### 2022 Fall Dashboard Student English Language Acquisition Results

Decreased One ELPI Level	Maintained ELPI Level 1, 2L, 2H, 3L, or 3H	Maintained ELPI Level 4	Progressed At Least One ELPI Level
11.1%	19.4%	13.9%	55.6%

#### Conclusions based on this data:

1. On the 2019 dashboard (the previous dashboard), 13.3% of SCHS English Learners were considered to make adequate progress toward English Proficiency as measured by the ELPAC. Now we have 69.4% of SCHS English Learners making adequate progress toward English Proficiency. This is a huge leap forward.
2. SCHS needs to continue to strategically address the needs of English Learner students.

# School and Student Performance Data

## Academic Performance College/Career Report

College/Career data provides information on whether high school students are prepared for success after graduation based on measures like graduation rate, performance on state tests, and college credit courses. College/Career data was not reported in 2022.

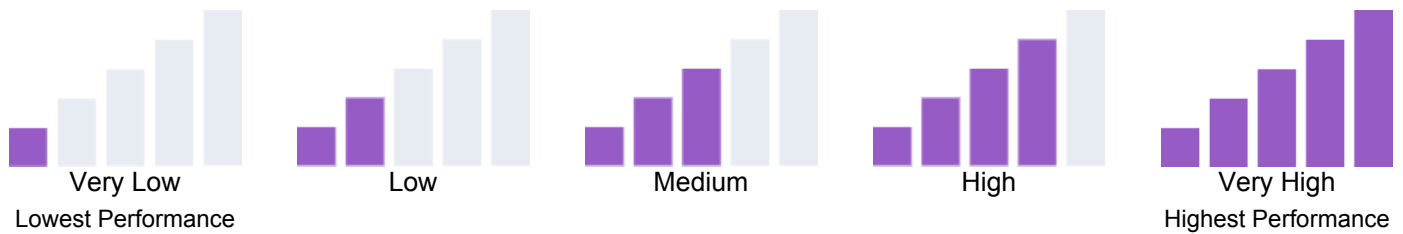
### Conclusions based on this data:

- 1.

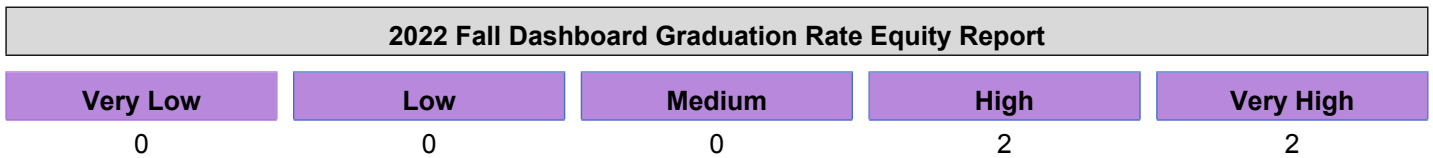
# School and Student Performance Data

## Academic Engagement Graduation Rate

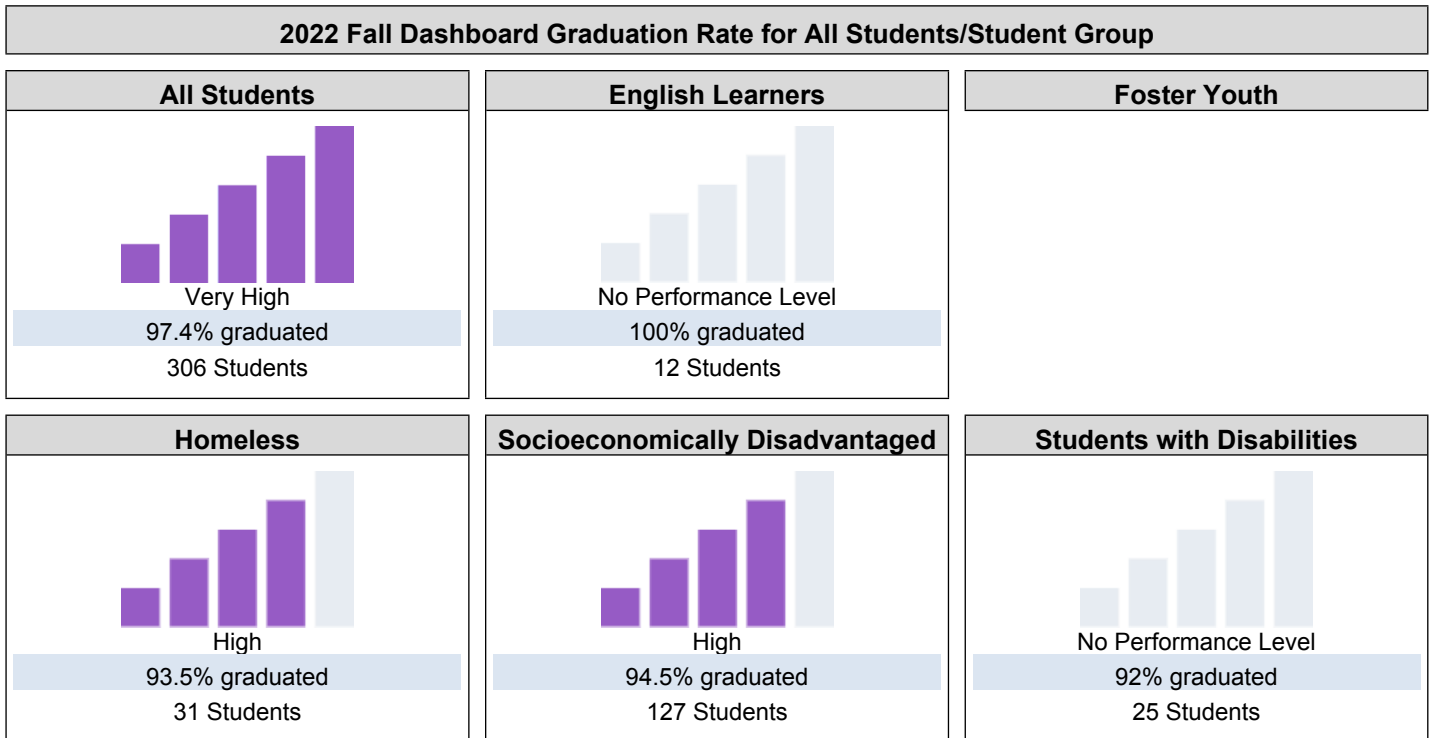
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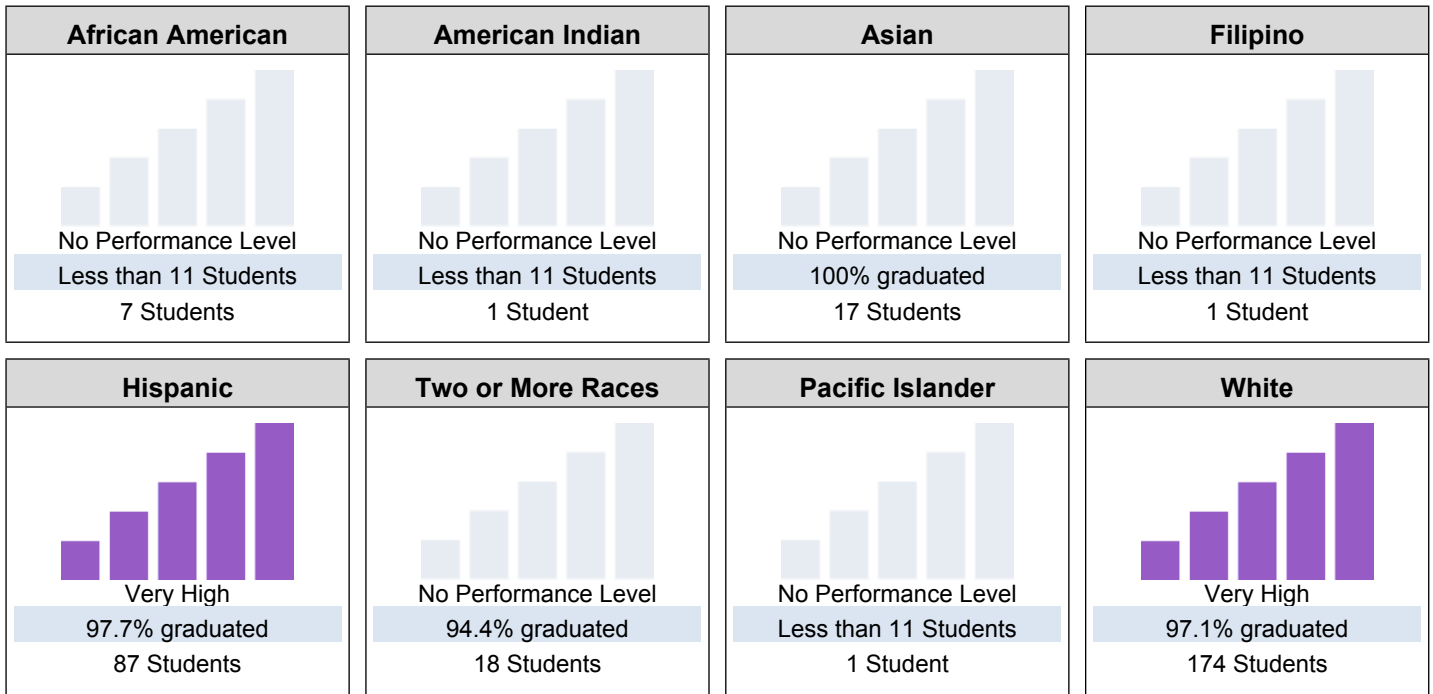
This section provides number of student groups in each level.



This section provides information about students completing high school, which includes students who receive a standard high school diploma.



**2022 Fall Dashboard Graduation Rate by Race/Ethnicity**



**Conclusions based on this data:**

- The SCHS graduation rate is Very High at 97.4%
- Students with disabilities, homeless students, socioeconomically disadvantage students, and students with two or more races are all lower than our overall graduation rate. Supports for these specific student groups will continue.

# School and Student Performance Data

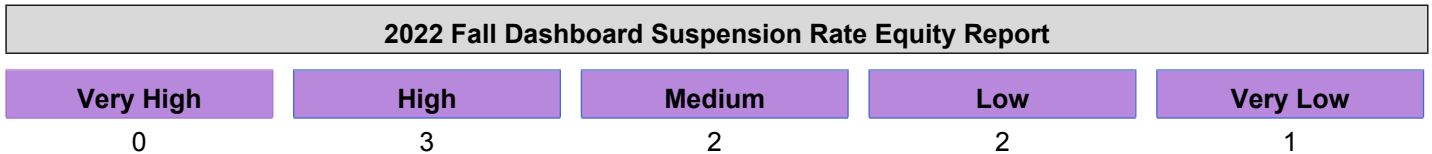
## Conditions & Climate Suspension Rate

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

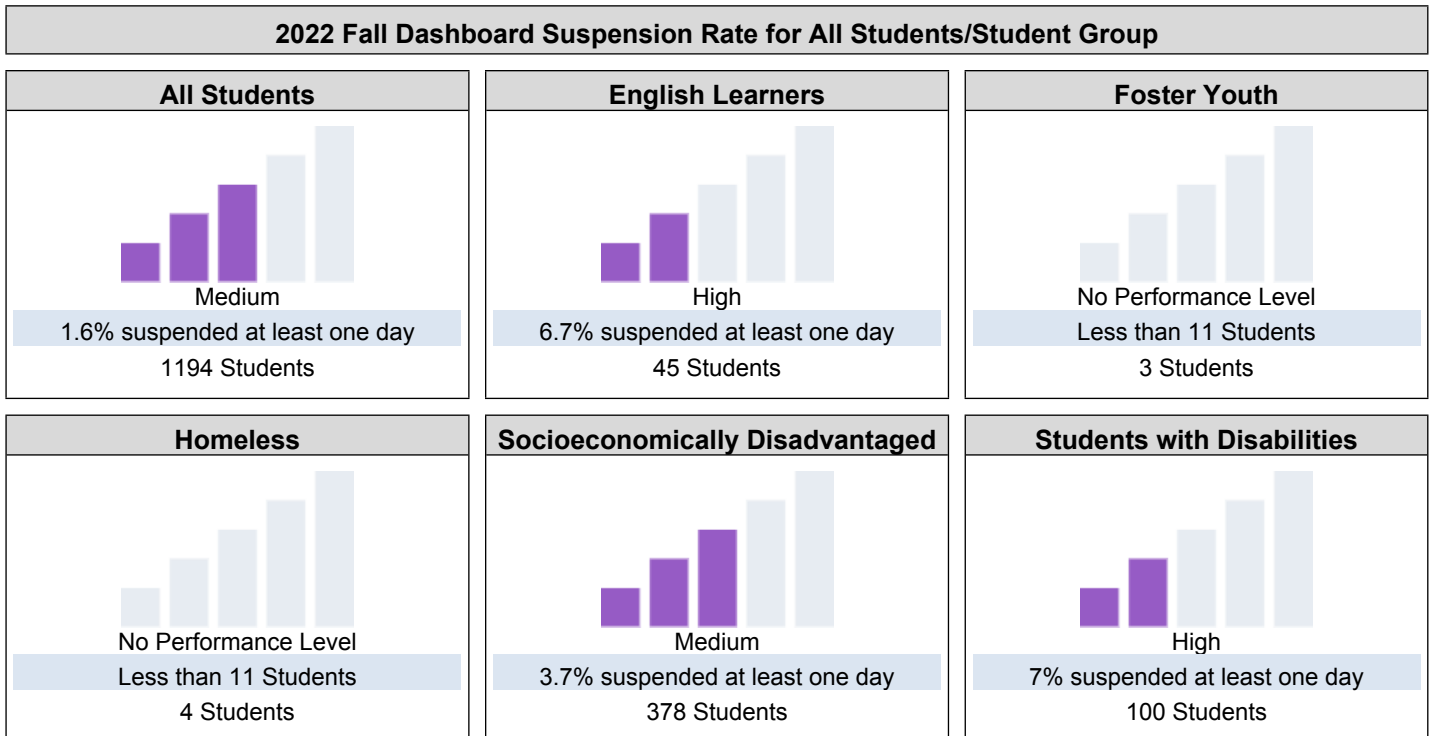
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This section provides number of student groups in each level.

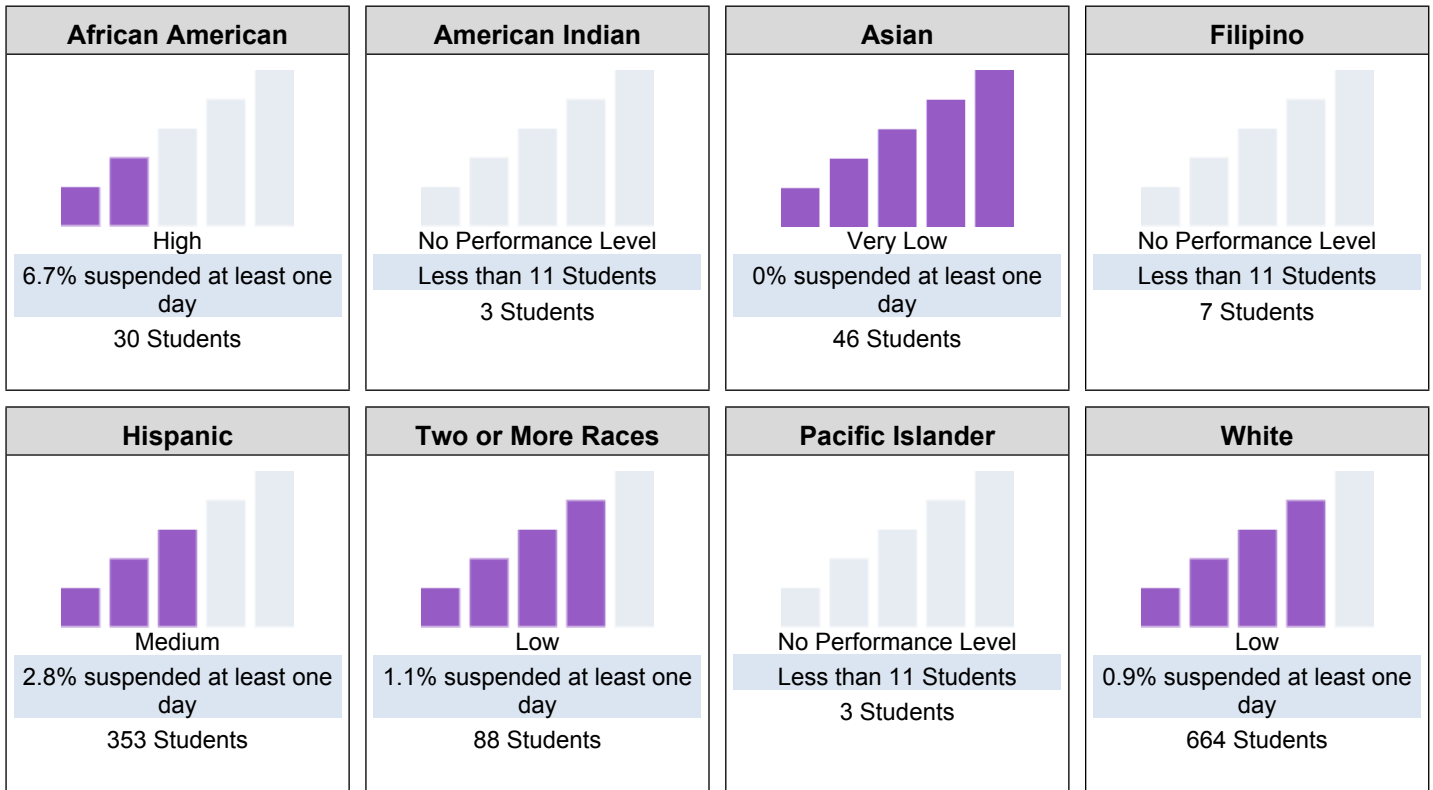


This section provides information about the percentage of students in kindergarten through grade 12 who have been suspended at least once in a given school year. Students who are suspended multiple times are only counted once.





**2022 Fall Dashboard Suspension Rate by Race/Ethnicity**



**Conclusions based on this data:**

1. The suspension rate was stable in 2021-2022, but increased in 2022-2023.
2. As we implement Restorative Justice, we need to look closely at suspension rates for African American, Hispanic, Low Income, and students with disabilities and examine why these rates are disproportionately higher.

# Goals, Strategies, & Proposed Expenditures

## Goal 1

### Subject

Strategic Focus Area: School Connectedness

### Goal Statement

Increase student and family connectedness to school, with a focus on our diverse population, in order to improve attendance and social-emotional well-being.

### LCAP Goal

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

Goal #6: SCCS will maintain strong communication and partnerships with its diverse community.

### Basis for this Goal

Santa Cruz High School has a long history as a cornerstone of the City of Santa Cruz. There are rich traditions that cement the role of high school in the lives of Santa Cruzans. Among the traditional offerings that provide a sense of connection to the school for students and families are our Cardinal Regiment Marching Band, athletics, dance, activities, and student-led clubs - including a Latino Student Union, the Black Student Union, and the Rainbow Alliance for LGBTQ+ students and allies. SCHS also seeks student voice in decision-making through the Principal's Advisory Committee, a multi-grade level group that helps surface areas of need and provides input into solutions. Another student voice opportunity is the Cardinal Advisory on Race and Equity. SCHS also has a robust Peer Tutoring Program. Parents and guardians are invited to participate in the community of SCHS as members of our parent-run organizations: PTA, Cardinal Club, Band Boosters, and English Learners Advisory Committee.

The challenges of restarting school in the post-pandemic climate have been numerous. SCHS has experienced an uptick in chronic truancy, disciplinary suspensions, and mental health conditions; all of these interfere with students' access to their education. In response, SCHS has created some more robust interventions: a full-time mental health counselor, a full-time school community coordinator, social workers and social work interns, strengthened partnerships with outside mental health providers, training of full staff and a dedicated teacher team in the practices of motivational interviewing and restorative justice, and an intervention team (that takes a case study approach to students who are struggling with attendance, behavior, and academic success). Our ongoing data team works to support data-driven decision-making for teams that work to improve outcomes for all students in all 3 SPSA goal areas. These actions were validated in our 2023 WASC full self study. In addition, our WASC visiting team identified areas of focus: development of a consistent set of best practices for the use of Cardinal Connect (a dedicated advisory time within the bell schedule in all classes), professional development for the staff in social emotional learning in the classroom setting (MTSS Tier 1 setting - meaning all students receive this intervention), and to increase parent engagement with a focus on under-represented populations. The windfall of approximately \$120,000 in the 2023-2024 school year for Visual and Performing Arts will allow SCHS to increase elective offerings that provide a magnet for students to connect to school.

### Expected Annual Measurable Outcomes

Metric/Indicator	Baseline	Expected Outcome
Student participation data (clubs, activities, athletics) match demographics	2022-2023 Baseline Data on Percent Participation in Athletics & Leadership  2022-2023:	Leadership: Increase size of Leadership class by 10% (3 students).

**Metric/Indicator****Baseline****Expected Outcome**

	<p>Athletics: 41% Athletics Participation as a Percent of Total Population = 36% Overall Female participation in athletics: 14.9% Overall Hisp/Lat participation in athletics: 7.4%</p> <p>Composition of Athletes: Male 58.3% Female 41.7%; White 70% Hisp/Lat 16.7% Af Am 7.5% Asian 5.8%</p> <p>Composition of Leadership (N,%): Male 8, 24% Female 27, 76%; White 17, 49% Hisp/Lat 8, 23% Af Am 5, 14% Asian 5, 14%</p> <p>2021-2022: Athletes Participation as a Percent of Total Population = 59% Overall Female participation in athletics: 24.3% Overall Hisp/Lat participation in athletics: 12.6%</p> <p>Composition of Athletes: Male 58.73% Female 41.27%; White 63.5% Hisp/Lat 21.5% Af Am 5.7% Asian 7.26% Pac Is 1.08% East Asian 0.61%</p> <p>Composition of Leadership (N, %): Male 6, 25%; Female 18, 75%; White 14, 58%; Hisp/Lat 9, 38%; Asian Indian 1, 4%; Af Am 1, 4%.</p>	<p>Increase % of male participation in Leadership by 10%, Maintain Subgroup participation in Leadership.</p> <p>Athletics: Increase overall % of female participation by 5%, Increase overall Hispanic/Latino % of participation by 5%</p>
<p>Chronic Absenteeism All students/Students with Disabilities/Socioeconomically Disadvantaged/English Learners/Hispanic/</p>	<p>2018-2019 Baseline data on chronic absenteeism: All students 11.6% (134/1158) H/L 15.8% (53/335) Af Am 3.6% (1/28) SED 17.2% (53/309) SWD 24.3% (26/107) EL 20.5% (8/39) RFEP 12.9% (23/178) Ever EL 14.3% (31/217) HMLS 37.5% (3/8) Migrant 20.8% (5/24) Foster 0% (0/1)</p> <p>2020-2021 Baseline data: All students 3.0% (33/1095) H/L 5.3% (18/342) Af Am 0.0% (0/33) SED 4.7% (18/379) SWD 6.2% (6/97)</p>	<p>Decrease chronic absenteeism rate by 1% of base percent in each demographic group with N &gt; 30 students</p>

Metric/Indicator	Baseline	Expected Outcome
	EL 4.5% (2/44) RFEP 5.1% (9/178) Ever EL 5.0% (11/222) HMLS 5.6% (6/107) Migrant 8.3% (1/12) Foster 50.0% (1/2)  2021-2022 Baseline data: All students 17.8% (213/1194) H/L 23.2% Af Am 25.8% SED 24.1% SWD 25.2% EL 22.7% RFEP 18.0% Ever EL 19.0% HMLS 25.0% Migrant 33.3% Foster 100%	
Suspension Rate	2019-20 Overall Suspension Rate 1.1% 2019-20 Latinx Suspension Rate 2.1%  2022-2023 Overall Suspension Rate 3.0% 2022-2024 Latinx Suspension Rate 1.1%	Given the challenges of returning to in-person learning, the goal is to maintain the overall student suspension rate in 21-22 and decrease the suspension rate for Latinx students in 21-22 by 0.4% to 1.7%

## Planned Strategies/Activities

### Strategy/Activity 1

1.1 Increase engagement in athletics, school activities, and clubs

#### Students to be Served by this Strategy/Activity

All students

#### Timeline

Ongoing throughout the 2023-2024 school year

#### Person(s) Responsible

Site administration, activities director, athletic director

#### Proposed Expenditures for this Strategy/Activity

Amount	43735
Source	District Funded
Budget Reference	1000-1999: Certificated Personnel Salaries

<b>Description</b>	.40 FTE Activities Director-- Continue to increase student involvement in school-based activities and governance. Supports the development and sponsorship of student clubs.
<b>Amount</b>	142753
<b>Source</b>	District Funded
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	Full Time athletic director --provides support and program coordination. Develops and maintains athletic code of ethics and monitors academic standing.
<b>Amount</b>	2000
<b>Source</b>	Donations
<b>Budget Reference</b>	5800: Professional/Consulting Services And Operating Expenditures
<b>Description</b>	CA Association of Directors of Activities (CADA) Leadership Fair (funded by SCHS PTA)

## Strategy/Activity 2

1.2 Provide social emotional support for all students

### Students to be Served by this Strategy/Activity

All students

### Timeline

Ongoing throughout the 2023-2024 school year

### Person(s) Responsible

Site administration, Counselors, Social/Emotional counselors, Social Workers, Teachers

### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	170408
<b>Source</b>	District Funded
<b>Budget Reference</b>	2000-2999: Classified Personnel Salaries
<b>Description</b>	1.0 Social Emotional Counselor
<b>Amount</b>	5503
<b>Source</b>	LCFF - Base
<b>Budget Reference</b>	2000-2999: Classified Personnel Salaries
<b>Description</b>	Stipend for Social Work Intern

## Strategy/Activity 3

1.3 Provide connections for students, families, and community members with an emphasis on improving attendance and school program participation

## Students to be Served by this Strategy/Activity

All Students, English Learners and Hispanic/Latino students

## Timeline

Ongoing throughout the 2023-2024 school year

## Person(s) Responsible

Site administration, Counselors, School Community Coordinator

## Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	44599
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	2000-2999: Classified Personnel Salaries
<b>Description</b>	60% of Parent / School Community Coordinator provides translation for staff and conducts outreach to families
<b>Amount</b>	29733
<b>Source</b>	LCFF - Base
<b>Budget Reference</b>	2000-2999: Classified Personnel Salaries
<b>Description</b>	40% of Parent / School Community Coordinator provides translation for staff and conducts outreach to families

## Strategy/Activity 4

1.4 Improve schoolwide and Tier 1 classroom strategies to increase student connectedness and build student-teacher relationships

## Students to be Served by this Strategy/Activity

All Students

## Timeline

Ongoing during the 2023-24 School Year

## Person(s) Responsible

Principal, Assistant Principals, Counselors, Social Emotional Counselor

## Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	10,000
<b>Source</b>	District Funded
<b>Budget Reference</b>	5800: Professional/Consulting Services And Operating Expenditures
<b>Description</b>	MIRJ (Motivational Interviewing with Restorative Justice) will provide professional development to SCHS staff over the course of the school year. This will include full staff trainings and implementation group coaching.
<b>Amount</b>	2000

<b>Source</b>	District Funded
<b>Budget Reference</b>	5800: Professional/Consulting Services And Operating Expenditures
<b>Description</b>	Send site team to PBIS conference in October 2023
<b>Amount</b>	1500
<b>Source</b>	District Funded
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	Stipend for PBIS Coordinator
<b>Amount</b>	2000
<b>Source</b>	District Funded
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	Hourly compensation for PBIS team
<b>Amount</b>	3000
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	5800: Professional/Consulting Services And Operating Expenditures
<b>Description</b>	Mindfulness training for staff and students

### Strategy/Activity 5

1.5 Maintain an ongoing venue for student voice in surfacing issues, problems-solving, and shared decision-making through student advisory committees (Principal’s Advisory Committee and Cardinal Advisory on Race and Equity)

#### Students to be Served by this Strategy/Activity

All students

#### Timeline

Ongoing during the 2023-2024 school year

#### Person(s) Responsible

Principal  
Assistant Principal  
Activities Director

#### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	2000
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	5000-5999: Services And Other Operating Expenditures
<b>Description</b>	Materials and refreshments for Principal's Advisory Committee meetings (7 per school year)

<b>Amount</b>	2000
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	4000-4999: Books And Supplies
<b>Description</b>	Materials and supplies for Cardinal Advisory on Race and Equity (CARE)
<b>Amount</b>	2000
<b>Source</b>	Donations
<b>Budget Reference</b>	5000-5999: Services And Other Operating Expenditures
<b>Description</b>	Refreshments for Principal's Advisory Committee

### Strategy/Activity 6

1.6 Provide an opening day community-building school year kick-off

#### Students to be Served by this Strategy/Activity

All Students

#### Timeline

Ongoing 2023-2024

#### Person(s) Responsible

Principal, Assistant Principals, Activities Director

#### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	5000
<b>Source</b>	Donations
<b>Budget Reference</b>	5800: Professional/Consulting Services And Operating Expenditures
<b>Description</b>	Motivational community building speaker
<b>Amount</b>	2000
<b>Source</b>	Donations
<b>Budget Reference</b>	0000: Unrestricted
<b>Description</b>	T-shirts for all students
<b>Amount</b>	3000
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	4000-4999: Books And Supplies
<b>Description</b>	Materials and supplies for opening day assembly

### Strategy/Activity 7



1.7 Provide mentorship to incoming students and opportunities for peer-to-peer leadership through Link Crew and Peer Tutoring

### Students to be Served by this Strategy/Activity

All students

### Timeline

Ongoing throughout school year

### Person(s) Responsible

Principal, Assistant Principal, Link Crew Leaders

### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	1500
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	EWR for certificated Link Crew Leader
<b>Amount</b>	1500
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	2000-2999: Classified Personnel Salaries
<b>Description</b>	EWR for classified Link Crew Leader

### Strategy/Activity 8

1.6 Expand Visual and Performing Arts offerings to increase student engagement with school

### Students to be Served by this Strategy/Activity

All students

### Timeline

Ongoing 2023-2024

### Person(s) Responsible

Administration, teachers

### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	57748
<b>Source</b>	District Funded
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	Provide 2 enrichment classes (AP Music Theory & Electronic Music) and support band director position
<b>Amount</b>	25633

<b>Source</b>	District Funded
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	Provide one class in Play Productions
<b>Amount</b>	12647
<b>Source</b>	District Funded
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	Provide one class in Jewelry Production
<b>Amount</b>	24190
<b>Source</b>	District Funded
<b>Budget Reference</b>	4000-4999: Books And Supplies
<b>Description</b>	Supplemental VAPA materials and supplies

# Goals, Strategies, & Proposed Expenditures

## Goal 2

### Subject

Strategic Focus Areas: Mathematics, Academic Literacy, and English Learner Progress

### Goal Statement

We will provide a highly effective and aligned instructional program designed for the success of all students.

### LCAP Goal

Goal #1: All SCCS students will be prepared to successfully access post-secondary college and career opportunities.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.

### Basis for this Goal

Santa Cruz High School has been a relatively high achieving school as measured by our aggregate CAASPP scores in Mathematics and English Language Arts, Advanced Placement exam results, graduation rate, and A-G completion rate. However, in all of these metrics, disparities exist between demographic groups at our school. Santa Cruz High School has a robust academic counseling program that reaches all students with a thorough, universal counseling curriculum around college and career readiness. In 2022-2023, Santa Cruz High School participated in the Measuring Student Learning Project from the Riverside County Office of Education. This provided the school with the data to understand the baseline status of the learning program with respect to A-G completion of all subgroups (transcript analysis), teacher and student perceptions of grading, uniform adoption of course-level standards, alignment of course syllabi, and degree to which academic performance factors are reflected in gradebooks (as distinct from non-academic factors such as behaviors). 2022-2023 also marks the end of the three years that Santa Cruz High School has participated in the Santa Cruz County College and Career Commitment's (SCCCC or "5C") Grading Inquiry Project Action Research Teams (GIP-ART).

In the 2023 WASC self-study, SCHS committed to a focus on providing a Tier 1 academic program that provides a guaranteed and viable curriculum for all students. SCHS will provide alignment in syllabi, course standards, and proficiency levels; this will be accomplished through Professional Learning Community (PLC) focus on collective analysis of student work on common formative and summative assessments (data cycles) and in exploration and adoption of equitable grading practices. In classrooms, the focus for 2023-2024 and beyond will be on implementing high impact instructional strategies that result in more equitable access to learning, focused especially on English Learners, students with disabilities, and underrepresented groups. Our WASC self-study charges Santa Cruz High School with developing and implementing a consistent set of best practices for the use of Cardinal Connect as a means of differentiating for students' diverse student learning needs. As well, the 2023 WASC report identified the need to move forward with adopting equitable grading practices as identified by our GIP-ART cohorts. Supporting all of the school's efforts will be the expanded role of the Data Team in providing actionable data for the school.

### Expected Annual Measurable Outcomes

Metric/Indicator	Baseline	Expected Outcome
SBAC English Language Arts	2018-19 Data: All: 46.4 points above standard Low Income: 1.8 points above standard SPED: 98.3 points below standard	Improve 3 points or more All: 46.2 points above standard Low Income: 13.5 points below standard SPED: 87.9 points below standard

Metric/Indicator	Baseline	Expected Outcome
	<p>Hispanic/Latino: 7.8 points below standard</p> <p>2021-22 Data:  All: 43.2 points above standard  Low Income: 16.5 points below standard  SPED: 90.9 points below standard  Hispanic/Latino: 11.1 points below standard</p>	<p>Hispanic/Latino: 8.1 points below standard</p>
SBAC Math	<p>2018-19 Data:  All: 33.3 points above standard  Low Income: 7.2 points below standard  SPED: 132.3 points below standard  Hispanic/Latino: 22.2 points below standard</p> <p>2021-22 Data:  All: 0 points above standard  Low Income: 53.6 points below standard  SPED: 146.2 points below standard  Hispanic/Latino: 61.6 points below standard</p>	<p>Improve 3 points or more  All: 3 points above standard  Low Income: 50.6 points below standard  SPED: 143.2 points below standard  Hispanic/Latino: 58.6 points below standard</p>
A-G Rates	<p>2021-2022 Baseline:  82% are A-G, 4 year college eligible</p>	<p>Maintain A-G completion rate</p>
Advanced Placement Testing Data	<p>2021-2022 Baseline:  68% of scores were at 3 or higher</p>	<p>Increase % scoring 3 or higher by 3%</p>
Graduation Rate	<p>2021-22 Baseline:  All: 97.4%  Low Income: 94.5%  Students with Disabilities: 92%  Hispanic/Latinx: 97.7%</p>	<p>Increase overall rate by 1%, Low Income and Students with Disabilities by 2%, maintain His/Lat rate</p>
English Learner Progress	<p>2021-22 Baseline:  69.4% making progress toward English proficiency  11.1% decreased by 1 or more levels  19.4% maintained at 2L, 2H, 3L, 3H level  13.9% maintained at 4 level  55.6% grew 1 or more levels</p>	<p>Maintain % making progress</p>

## Planned Strategies/Activities

### Strategy/Activity 1

2.1 Provide professional development and support for high impact instructional strategies to be employed in all classrooms.

### Students to be Served by this Strategy/Activity

All Students, English Learners, RFEP, Low income Students, Special Education

### Timeline

Ongoing throughout the 2023-2024 school year

### Person(s) Responsible

Site administration, SCIL members, MTSS Coordinators, certificated staff, classified academic support staff

### Proposed Expenditures for this Strategy/Activity

Amount	10000
Source	LCFF - Supplemental
Budget Reference	1000-1999: Certificated Personnel Salaries
Description	Full staff and departmental professional development in high impact instructional strategies
Amount	6000
Source	LCFF - Supplemental
Budget Reference	1000-1999: Certificated Personnel Salaries
Description	Provide release time for departments and course teams to align instructional practices (syllabi, common assessments, instructional strategies, examining student work)
Amount	23,400
Source	LCFF - Base
Budget Reference	1000-1999: Certificated Personnel Salaries
Description	Stipends for SCHS SCIL team
Amount	1000
Source	LCFF - Supplemental
Budget Reference	4000-4999: Books And Supplies
Description	Professional learning materials for SCIL team

### Strategy/Activity 2

2.2 Support and expand adoption of equitable grading practices campuswide

### Students to be Served by this Strategy/Activity

All students, low income, Special Education, Hispanic

### Timeline

Ongoing throughout the 2023-2024 school year

## Person(s) Responsible

Administration, Equitable Grading Team members, SCIL

## Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	9600
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	Hourly pay for Equitable Grading Team members to provide training and facilitate exploration of equitable grading practices with the goal of expanding their implementation course-, department-, and campus-wide.
<b>Amount</b>	1000
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	4000-4999: Books And Supplies
<b>Description</b>	Books and materials for Equitable Grading Team

## Strategy/Activity 3

2.3 Support high quality academic counseling curriculum

## Students to be Served by this Strategy/Activity

All students

## Timeline

Ongoing 2023-2024 school year

## Person(s) Responsible

Administration, Counselors

## Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	5,000
<b>Source</b>	District Funded
<b>Budget Reference</b>	5800: Professional/Consulting Services And Operating Expenditures
<b>Description</b>	Counselor education including but not restricted to the UC / CSU Conferences
<b>Amount</b>	1000
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	4000-4999: Books And Supplies
<b>Description</b>	Materials and supplies needed for family outreach events

## Strategy/Activity 4

2.4 Provide comprehensible actionable data for use by groups in evaluating success of programs and in decision-making

### Students to be Served by this Strategy/Activity

All students

### Timeline

Ongoing 2023-2024 school year

### Person(s) Responsible

Site administrators, SCIL, Data Team

### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	4000
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	Provide hourly pay for members of the Data Team

### Strategy/Activity 5

2.5 Provide instructional software and materials to improve delivery of instruction

### Students to be Served by this Strategy/Activity

All Students

### Timeline

Ongoing 2022-2023 school year

### Person(s) Responsible

Adminstrators

### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	2160
<b>Source</b>	Lottery: Instructional Materials
<b>Budget Reference</b>	4000-4999: Books And Supplies
<b>Description</b>	On-line Health curriculum
<b>Amount</b>	13000
<b>Source</b>	Lottery: Instructional Materials
<b>Budget Reference</b>	4000-4999: Books And Supplies
<b>Description</b>	Turnitin software provides draft coaching for students, rubric scoring for teachers, and originality checks for both students and teachers
<b>Amount</b>	5300

<b>Source</b>	Lottery: Instructional Materials
<b>Budget Reference</b>	4000-4999: Books And Supplies
<b>Description</b>	Purchase of Nearpod software
<b>Amount</b>	6200
<b>Source</b>	Lottery: Instructional Materials
<b>Budget Reference</b>	4000-4999: Books And Supplies
<b>Description</b>	Purchase of Teachers Pay Teachers software
<b>Amount</b>	1850
<b>Source</b>	Lottery: Instructional Materials
<b>Budget Reference</b>	4000-4999: Books And Supplies
<b>Description</b>	Purchase of Kuta software

### Strategy/Activity 6

2.6 Reduce class size to increase teacher-student ratio and provide for individual attention

#### Students to be Served by this Strategy/Activity

All students

#### Timeline

Ongoing 2023-2024 school year

#### Person(s) Responsible

Adminstration

#### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	137516
<b>Source</b>	ESSER
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	1.4 FTE to reduce class sizes in 9 sections



# Goals, Strategies, & Proposed Expenditures

## Goal 3

### Subject

Strategic Focus Areas: Mathematics, Academic Literacy, and English Learner Progress

### Goal Statement

Provide targeted interventions for all students to have equitable access to learning with a focus on English Learners, Hispanic/Latino students, Students with Disabilities, and Socio-Economically Disadvantaged students.

### LCAP Goal

Goal #1: All SCCS students will be prepared to successfully access post-secondary college and career opportunities.  
 Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.  
 Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.

### Basis for this Goal

Santa Cruz High School has created a number of programs and strategies aimed at assisting students in achieving academic success. The school has a full-time Response to Intervention (RTI) Coordinator who oversees the academic Multi-Tiered System of Support (MTSS) in Mathematics and English Language Arts. The school utilizes a Math Plus intervention program for students who are struggling in Integrated Math 1. Peer tutors, trained by a Peer Tutoring Coordinator, staff both the Math Plus classes and the Learning Center, where students are provided with subject area peer tutoring. Students in need of interventions are identified through the work of the Intervention Team, which takes a multi-modal approach to rectifying the underlying causes of students' lack of success, whether attendance-, behavior-, social-emotional-, or academic-related. Santa Cruz High School's English Language Development (ELD) program provides support for newcomer and long-term English learners. One of the ELD instructors provides monthly full-staff training in Integrated English Language Development strategies. The school employs a full-time Credit Recovery teacher, who provides support for students to repeat courses needed for graduation and A-G completion. The school has a 4-year AVID program, with each grade level class running the full school year because it is spiraled with a required A-G course, at the Honors or AP level where appropriate for the grade level.

### Expected Annual Measurable Outcomes

Metric/Indicator	Baseline	Expected Outcome
CASSPP ELA	2021-2022 % Met + Exceeded Data:	2022-2023 Goals:
All Students	68% of All students	3% Increases in percent of students meeting and exceeding in All students and in specific subgroups to narrow achievement gaps
White	79% of White students	71% of All students
Hispanic/Latinx	47% of Hispanic/Latinx students	82% of White students
2 or More Races	0% of EL students	50% of Hispanic/Latinx students
RFEP	39% of RFEP students	42% of RFEP students
Ever ELs	42% Low Income students	42% of Ever EL students
Low Income	19% of SPED students	45% Low Income students
Special Education	2018-2019 % Met + Exceeded Data:	22% of SPED students
	71.4% of All students	
	82.0% of White students	
	47.5% of Hispanic/Latinx students	
	72.7% of 2+ race students	
	42.9% of RFEP students	
	36.6% of Ever EL students	
	54.4% Low Income students	

Metric/Indicator	Baseline	Expected Outcome
	<p>16.4% of SPED students</p> <p>Groups with fewer than 11 students: Af Am, Nat Am, Asian, ELs, Filipino, Homeless, Pac Islander</p>	
<p>CASSPP Math All Students White Hispanic/Latinx 2 or More Races RFEP Ever ELs Low Income Special Education</p>	<p>2021-2022 % Met + Exceeded Data: 49% of All students 60% of White students 28% of Hispanic/Latinx students 0% of EL students 24% of RFEP students 27% Low Income students 6% of SPED students</p> <p>2018-2019 % Met + Exceeded Data: 63.5% of All students 72.3% of White students 42.6% of Hispanic/Latinx students 54.5% of 2+ race students 54.3% of RFEP students 48.8% of Ever EL students 54.4% Low Income students 8.0% of SPED students</p> <p>Groups with fewer than 11 students: Af Am, Nat Am, Asian, ELs, Filipino, Homeless, Pac Islander</p>	<p>2022-2023 Goals: 3% increases in percent of students meeting and exceeding in All students and in each subgroup 52% of All students 63% of White students 31% of Hispanic/Latinx students 27% of RFEP students 3% of EL students 30% Low Income students 9% of SPED students</p>
<p>A-G Completion Rate</p>	<p>Percent A-G, 4-year college eligible 2018-19 74% 2019-20 72% 2020-21 73% 2021-22 75%</p> <p>2020-21 Subgroups: White 87%, H/L 40%, AA 56%, EL 50%, RFEP 53%, SED 52%, SPED 29%</p> <p>2021-22 Subgroups not available</p>	<p>2022-23 Goal: 78% are A-G, 4-year college eligible</p> <p>Increase subgroup % by 3% for underrepresented groups</p>
<p>Advanced Placement Testing Data</p>	<p>2018-19 78% scores were 3 or higher 2019-20 72% scores were 3 or higher 2020-21 69% of scores were 3 or higher 2021-22 68% of scores were 3 or higher.</p> <p>2018-19 Disaggregated Data: Asian 87.3% scores were 3 or higher Af/Am 71.4% scores were 3 or higher H/L 77.0% scores were 3 or higher 2+ Races: 78.6% scores were 3 or higher White 85.6% scores were 3 or higher</p> <p>2021-22 Disaggregated Data not available</p>	<p>2023-2024 Goal 74% scores at 3 or higher</p>

Metric/Indicator	Baseline	Expected Outcome
Graduation Rate	<p>2018-19 Graduation Rates  All Students 94.7%  Hispanic/Latinx: 94.5%  White: 95.7%  2 or More Races: 81.3%  Low Income: 95.2%  Students with Disabilities: 70.8%</p> <p>2020-2021 Graduation Rates  All Students - 94.1%  Hispanic/Latinx - 92.75%  White - 95.8%  2 or More Races - too few students to report  Low Income - 91.18%  Students with Disabilities - 76.19%</p> <p>2021-2022 Graduation Rates  All Students - 94.7%  Hispanic/Latinx - 97.7%  White - 95.8%  2 or More Races - too few students to report  Low Income - 94.5%  Students with Disabilities - 92%</p> <p>African American, Asian, Filipino, and Homeless subgroups were too small to be statistically significant.</p>	<p>2023-24 Goals</p> <p>All: 96.7% (increase 2%)  Low Income: 97.5% (increase 3%)  Students with Disabilities: 92% (maintain level)  Hispanic/Latinx: 97.7% (maintain level)</p>

## Planned Strategies/Activities

### Strategy/Activity 1

3.1 Provide academic and college readiness support for identified students, including ELs, socio-economically disadvantaged, and Hispanic/Latino students.

### Students to be Served by this Strategy/Activity

Socioeconomically disadvantaged students  
Hispanic/Latino students  
African American students

### Timeline

Ongoing throughout the 2023-2024 school year

### Person(s) Responsible

Administration  
AVID Teachers  
AVID Counselor

## Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	55610
<b>Source</b>	LCFF - Base
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	0.5 FTE for 3 sections of AVID
<b>Amount</b>	1000
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	Extra hourly pay for presenting evening events to promote and inform about college readiness
<b>Amount</b>	2000
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	5000-5999: Services And Other Operating Expenditures
<b>Description</b>	Provide financial support for PSAT and AP test fees for AVID and other socioeconomically disadvantaged students
<b>Amount</b>	1000
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	5800: Professional/Consulting Services And Operating Expenditures
<b>Description</b>	11th and 12th grade AVID teacher attendance at the UC/CSU conferences

## Strategy/Activity 2

3.2 Provide academic support for English Learners through designated and integrated English Language Development (ELD and iELD).

## Students to be Served by this Strategy/Activity

English Learner Students

## Timeline

Ongoing throughout the 2023-2024 school year

## Person(s) Responsible

Building administration, SCIL, English Language Development Teacher

## Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	25374
<b>Source</b>	District Funded
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	EL support coordination and presentation of iELD training to full staff

<b>Amount</b>	25374
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	One section of Newcomer ELD
<b>Amount</b>	25374
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	One section of ELD 3
<b>Amount</b>	25374
<b>Source</b>	District Funded
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	One section of Language & Literature ELD Support
<b>Amount</b>	13635
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	2000-2999: Classified Personnel Salaries
<b>Description</b>	bilingual paraeducator

### Strategy/Activity 3

3.3 Provide support for differentiation in classrooms, identification of students in need of support, and coordination of student enrollment in peer tutoring and math interventions

#### Students to be Served by this Strategy/Activity

All

#### Timeline

Ongoing throughout the 2023-2024 school year

#### Person(s) Responsible

Administration  
 Counselors  
 RTI Coordinator  
 Math Plus Teacher  
 Peer Tutoring Coordinator

#### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	28452
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries

<b>Description</b>	0.33 FTE Math Plus sections
<b>Amount</b>	133512
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	Full time RTI coordinator

### Strategy/Activity 4

3.4 Provide Credit Recovery to provide students with opportunity to retake courses needed for graduation and for A-G completion

#### Students to be Served by this Strategy/Activity

All students

#### Timeline

Ongoing 2023-2024 school year

#### Person(s) Responsible

Administration  
Counselors  
Credit Recovery Teacher

#### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	70904
<b>Source</b>	District Funded
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries
<b>Description</b>	1.0 Credit Recovery teacher

### Strategy/Activity 5

3.5 Provide a robust peer tutoring program to support students in academic classes and to create leadership opportunities for peer tutors

#### Students to be Served by this Strategy/Activity

All students

#### Timeline

2023-2024 school year

#### Person(s) Responsible

Administration  
Counselors  
Teachers  
Peer Tutor Coordinator

#### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	2460
<b>Source</b>	District Funded
<b>Budget Reference</b>	2000-2999: Classified Personnel Salaries
<b>Description</b>	Peer tutoring coordinator
<b>Amount</b>	13635
<b>Source</b>	LCFF - Base
<b>Budget Reference</b>	2000-2999: Classified Personnel Salaries
<b>Description</b>	Peer tutors hourly pay
<b>Amount</b>	1000
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	5000-5999: Services And Other Operating Expenditures
<b>Description</b>	Materials and supplies for after-school study sessions

### Strategy/Activity 6

3.6 Use of student data to determine supports needed for individual students and evaluate the effectiveness of interventions and the school program

#### Students to be Served by this Strategy/Activity

All students

#### Timeline

2023-2024 school year

#### Person(s) Responsible

Administration  
 RTI Coordinator  
 Intervention Team  
 Data Team

#### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	500
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	4000-4999: Books And Supplies
<b>Description</b>	Materials and supplies for Intervention Team
<b>Amount</b>	4800
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	1000-1999: Certificated Personnel Salaries

**Description**

Hourly pay for Data Team members



# Annual Review and Update

SPSA Year Reviewed: 2022-23

## Goal 1

Improve school climate and culture by providing opportunities for student voice, participation, and ownership of learning while challenging and supporting students in their personal and academic growth.

## Annual Measurable Outcomes

Metric/Indicator	Expected Outcomes	Actual Outcomes
<p>Student participation data (clubs, activities, athletics) match demographics</p>	<p>Leadership: Increase size of Leadership class by 10% (3 students). Increase % of male participation in Leadership by 10%, Maintain Subgroup participation in Leadership.</p> <p>Athletics: Increase overall % of female participation by 5%, Increase overall Hispanic/Latino % of participation by 5%</p>	<p>Leadership: The Leadership class was increased by 11 students. Male participation declined by 1%. Subgroup participation changes: Hisp/Lat declined by 15%, AfAm increased by 10%, Asian increased by 10%.</p> <p>Athletics: Overall athletics participation increased by 18% Female participation increased by 9.4% Hisp/Lat participation decreased by 5.2%</p> <p>Changes in Composition of Athletes: Male participation declined by 0.43% Female participation increased by 0.43% White participation increased by 6.5% Hisp/Lat participation decreased by 4.8% Af Am participation increased by 1.8% Asian participation decreased by 1.46%</p>
<p>Chronic Absenteeism All students/Students with Disabilities/Socioeconomically Disadvantaged/English Learners/Hispanic/</p>	<p>Decrease chronic absenteeism rate by 1% of base percent in each demographic group with N &gt; 30 students</p>	<p>Chronic absenteeism increased by 14.8% overall Subgroup increases: H/L 17.9% Af Am 25.8% SED 19.4% SWD 19% EL 18.2% RFEP 12.9% Ever EL 17.7% HMLS 19.4% Migrant 25% Foster 50%</p>
<p>Suspension Rate</p>	<p>Given the challenges of returning to in-person learning, the goal is to maintain the overall student</p>	<p>2022-2023 Overall Suspension Rate 3.0%</p>

Metric/Indicator	Expected Outcomes	Actual Outcomes
	suspension rate in 21-22 and decrease the suspension rate for Latinx students in 21-22 by 0.4% to 1.7%	2022-2024 Latinx Suspension Rate 1.1%

## Strategies/Activities for Goal 1

Planned Actions/Services	Actual Actions/Services
1.1 Provide students with involvement opportunities in activities, athletics, and service to the school community.	1.1 Provide students with involvement opportunities in activities, athletics, and service to the school community.
1.2 Provide wellness opportunities and support for all students	1.2 Provide wellness opportunities and support for all students
1.3 Provide connections for students, families and community	1.3 Provide connections for students, families and community
1.4 Provide Professional Development in Anti-racist Practices. Contract with outside provider to provide full staff PD and small group coaching. Continue the work of the student-led group on micro-agressions Cardinal Advisory on Race and Equity (CARE). Provide release time for social emotional staff teams to prepare presentations to the full staff.	This strategy was partially addressed through the use of PD in Motivational Interviewing & Restorative Justice. For students, this was carried out through the district-level Superintendent's Advisory on Race and Equity
1.5 Maintain an ongoing venue for student voice in surfacing issues, problem-solving, and shared decision-making through the Principal's Advisory Committee and the Cardinal Advisory on Race and Equity.	1.5 Maintain an ongoing venue for student voice in surfacing issues, problem-solving, and shared decision-making through the Principal's Advisory Committee and the Cardinal Advisory on Race and Equity.
1.6 Create Opening Day Assembly and special activities, including T-shirt or other universal item and lunch	1.6 Create Opening Day Assembly and special activities, including T-shirt or other universal item and lunch
1.7 Provide students with opportunities for peer-to-peer leadership through Link Crew and Peer Tutoring	1.7 Provide students with opportunities for peer-to-peer leadership through Link Crew and Peer Tutoring

## Analysis

Describe the overall implementation of the strategies/activities to achieve the articulated goal.

Overall, planned strategies and activities were well implemented. The one exception was in the strategies to address antiracism. This work needs to be carried out with care and utilizing the right level of expertise.

Describe the overall effectiveness of the strategies/activities to achieve the articulated goal as measured by the school.

The Leadership class metrics were exceeded. Most Athletics metrics were met. The chronic attendance rate increased greatly. The suspension rate also grew rather than decreasing as hoped.

Explain any material differences between the Proposed Expenditures and Estimated Actual Expenditures.

Not applicable

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

SCHS will be continuing to focus on improving metrics in athletics, leadership, Link Crew, Peer tutoring, and MIRJ. We will be adding work in PBIS and Mindfulness, with an aim of improving the suspension rates and attendance. These are in goal 1 in the 23-24 SPSA.

# Annual Review and Update

SPSA Year Reviewed: 2022-23

## Goal 2

Provide professional development in order to implement research-backed high impact instructional strategies and aligned curriculum; common assessments in like courses; common grading practice using local data and student voice; while providing academic interventions and a supportive learning experience for all students.

## Annual Measurable Outcomes

Metric/Indicator	Expected Outcomes	Actual Outcomes
SBAC English Language Arts	<p>Improve 3 points or more</p> <p>All: 49.4 points above standard</p> <p>Low Income: 4.8 points above standard</p> <p>SPED: 95.3 points below standard</p> <p>Hispanic/Latino: 4.8 points below standard</p>	<p>2021-22 Data:</p> <p>All: 43.2 points above standard</p> <p>Low Income: 16.5 points below standard</p> <p>SPED: 90.9 points below standard</p> <p>Hispanic/Latino: 11.1 points below standard</p>
SBAC Math	<p>Improve 3 points or more</p> <p>All: 36.3 points above standard</p> <p>Low Income: 4.2 points below standard</p> <p>SPED: 129.3 points below standard</p> <p>Hispanic/Latino: 19.2 points below standard</p>	<p>2021-22 Data:</p> <p>All: 0 points above standard</p> <p>Low Income: 53.6 points below standard</p> <p>SPED: 146.2 points below standard</p> <p>Hispanic/Latino: 61.6 points below standard</p>

## Strategies/Activities for Goal 2

Planned Actions/Services	Actual Actions/Services
2.1 Implement Multi-Tiered Systems of Support for academics through MTSS Coordinators that coordinate interventions, monitor student progress and provide teachers with ongoing data to inform instruction.	2.1 Implement Multi-Tiered Systems of Support for academics through MTSS Coordinators that coordinate interventions, monitor student progress and provide teachers with ongoing data to inform instruction.
2.2 Provide identified students with additional academic intervention and support. This includes academic support sections, the before and after school learning center support, and credit recovery.	2.2 Provide identified students with additional academic intervention and support. This includes academic support sections, the before and after school learning center support, and credit recovery.
2.3 Professional Development and Professional Learning Communities - provide and facilitate professional development and collaboration in the following areas: Integrated English Language Development, High Impact Instructional Strategies, Standards Based Learning, Priority Standards and Common Assessments	2.3 Professional Development and Professional Learning Communities - provide and facilitate professional development and collaboration in the following areas: Integrated English Language Development, High Impact Instructional Strategies, Standards Based Learning, Priority Standards and Common Assessments
2.4 Instructional software and materials - Purchases of instructional software and materials targeting learning loss and enrichment activities	2.4 Instructional software and materials - Purchases of instructional software and materials targeting learning loss and enrichment activities

**Planned  
Actions/Services**

**Actual  
Actions/Services**

2.5 Reduce class size to increase teacher-student ratio and individual attention

2.5 Reduce class size to increase teacher-student ratio and individual attention

**Analysis**

Describe the overall implementation of the strategies/activities to achieve the articulated goal.

Planned strategies/activities were well implemented.

Describe the overall effectiveness of the strategies/activities to achieve the articulated goal as measured by the school.

In ELA, there were relatively small declines in the SBAC scores from 2018-19 to 2021-22, with vulnerable subgroups exhibiting more significant declines.  
In Math, there were large declines in SBAC scores for all groups, demonstrating that pandemic learning losses more heavily impacted Math learning and retention.

Explain any material differences between the Proposed Expenditures and Estimated Actual Expenditures.

Not applicable

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

No real changes will be made to this goal and the annual outcomes will be scaled downward to address the new baselines.

# Annual Review and Update

## SPSA Year Reviewed: 2022-23

### Goal 3

Create and maintain equitable educational opportunities and outcomes for all students by providing high quality classroom instruction and curriculum that promotes college and career readiness with academic interventions in place to eliminate barriers to student success

### Annual Measurable Outcomes

Metric/Indicator	Expected Outcomes	Actual Outcomes
CASSPP ELA All Students White Hispanic/Latinx 2 or More Races RFEP Ever ELs Low Income Special Education	2021-2022 Goals: Increases in percent of students meeting and exceeding in All students and in specific subgroups to narrow achievement gaps 74% of All students 84% of White students 56% of Hispanic/Latinx students 77% of 2+ race students 47% of RFEP students 42% of Ever EL students 59% Low Income students 21% of SPED students	2021-2022 Goals: Increases in percent of students meeting and exceeding in All students and in specific subgroups to narrow achievement gaps  Actual Outcomes: 68% of All students 79% of White students 47% of Hispanic/Latinx students 0% of EL students 39% of RFEP students 42% Low Income students 19% of SPED students  Data not available: 2+ race students Ever EL students
CASSPP Math All Students White Hispanic/Latinx 2 or More Races RFEP Ever ELs Low Income Special Education	2021-2022 Goals: 3% increases in percent of students meeting and exceeding in All students and in each subgroup 66% of All students 75% of White students 45% of Hispanic/Latinx students 57% of 2+ race students 57% of RFEP students 51% of Ever EL students 57% Low Income students 11% of SPED students	2021-2022 Goals: 3% increases in percent of students meeting and exceeding in All students and in each subgroup  Actual Outcomes: 49% of All students 60% of White students 28% of Hispanic/Latinx students 0% of EL students 24% of RFEP students 27% Low Income students 6% of SPED students  Data not available: 2+ race students Ever EL students
A-G Completion Rate	2021-22 Goal: 75% are A-G, 4-year college eligible  Improve H/L and SED rate by 5% (subgroups over 10 students)	82% are A-G, 4 year college eligible H/L & SED A-G rate not available
Advanced Placement Testing Data	2021-2022 Goal	2021-2022 Actual Outcome:

Metric/Indicator	Expected Outcomes	Actual Outcomes
	76% scores at 3 or higher Improve H/L number of 3+ scores to 82%, 2+ Races number of 3+ scores to 83%	68% of scores were at 3 or higher Data not available for H/L, 2+ Races
Graduation Rate	2021-22 Goals All: 96.7% (increase 2%) Low Income: 98.2% (increase 3%) Students with Disabilities: 74.8% (increase 4%) Hispanic/Latinx: 97.5% (increase 3%)	2021-22 Actual Outcome: All: 97.4% (increase 0.7%) Low Income: 94.5% (decrease 3.7%) Students with Disabilities: 92% (increase 17.2%) Hispanic/Latinx: 97.7% (increase 0.2%)

### Strategies/Activities for Goal 3

Planned Actions/Services	Actual Actions/Services
3.1 Provide academic support for identified students, including first generation, English learners, socio-economically disadvantaged	3.1 Provide academic support for identified students, including first generation, English learners, socio-economically disadvantaged
3.2 Supporting English Learner students with academic intervention and support	3.2 Supporting English Learner students with academic intervention and support
3.3 Professional development and training for full staff in Integrated English Language Development	3.3 Professional development and training for full staff in Integrated English Language Development
3.4 Integrated ELD training with WestEd and with ELD teacher team	Strategy not implemented

### Analysis

Describe the overall implementation of the strategies/activities to achieve the articulated goal.

Due to the necessity of limiting initiatives undertaken, it was determined that work with WestEd would be postponed.

Describe the overall effectiveness of the strategies/activities to achieve the articulated goal as measured by the school.

There were decreases in important measures of learning - CAASPP, Advanced Placement. Graduation rates held steady and A-G completion increased.

Explain any material differences between the Proposed Expenditures and Estimated Actual Expenditures.

Not applicable

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

In 2023-24, SCHS plans to focus RTI on math, supported by work of the Intervention Team and the Data Team.

# Annual Review and Update

SPSA Year Reviewed: 2022-23

## Goal 4

Align curriculum and instructional methods to provide a guaranteed and viable curriculum for all students. Develop a systematic means to collect and analyze student data to inform instruction and school programs. This data will be used by all teachers to modify instruction, both short and long term, to support higher levels of student achievement.

## Annual Measurable Outcomes

Metric/Indicator	Expected Outcomes	Actual Outcomes
Departments routinely work in course-alike groups to implement standards-based learning practices: 1. priority standards, 2. proficiency scales, 3. aligned tasks and rubrics, 4. collaborative inspection and scoring of student work, 5. aligned scope and sequence in each course, 6. shared assessments with aligned scoring.	All departments will complete at least four data cycles for one or more priority standards. At least one of these cycles will include a collective scoring session.	Most departments completed 3-4 data cycles.
Use of research-backed teacher clarity strategies	All teachers will exhibit some level of use of teacher clarity strategies. Most teachers will exhibit a high level of the use of teacher clarity strategies.	Most teachers used teacher clarity strategies.

## Strategies/Activities for Goal 4

Planned Actions/Services	Actual Actions/Services
4.1 Provide and facilitate professional development and collaboration in the following areas: High Impact Instructional Strategies, focusing on teacher clarity Priority Standards and Common Assessment leading to equitable grading practices including but not limited to mastery-based grading	4.1 Provide and facilitate professional development and collaboration in the following areas: High Impact Instructional Strategies, focusing on teacher clarity Priority Standards and Common Assessment leading to equitable grading practices including but not limited to mastery-based grading
4.2 Provide support for Grading Inquiry Project Action Research Team Cohort 2	4.2 Provide support for Grading Inquiry Project Action Research Team Cohort 2
4.3 Form Data Committee for ongoing production of data representations to aid in data-based decision-making and progress monitoring	4.3 Form Data Committee for ongoing production of data representations to aid in data-based decision-making and progress monitoring



## Analysis

Describe the overall implementation of the strategies/activities to achieve the articulated goal.

This goal was well-implemented. Since it was a WASC year, the school was not able to focus completely on these instructional goals.

Describe the overall effectiveness of the strategies/activities to achieve the articulated goal as measured by the school.

Because resources were focused on the WASC Full Visit, the effectiveness of these strategies was somewhat limited.

Explain any material differences between the Proposed Expenditures and Estimated Actual Expenditures.

None

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

The school will focus professional development on Teacher Clarity in 2023-24. A Grading for Equity Team will be formed to disseminate best practices with more equitable grading. The SCIL team will work toward alignment of syllabi and gradebooks in addition to aiming for the completion of 4 data cycles per year in all departments.

# Budget Summary and Consolidation

The Budget Summary is required for schools funded through the ConApp. The Consolidation of Funds is required for a school receiving funds allocated through the ConApp and consolidating those funds as part of a schoolwide program.

## Budget Summary

Description	Amount
Total Funds Provided to the School Through the Consolidated Application	0
Total Funds Budgeted for Strategies to Meet the Goals in the SPSA	1,253,479.00

## Allocations by Funding Source

Funding Source	Amount	Balance
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## Expenditures by Funding Source

Funding Source	Amount
District Funded	621,726.00
Donations	11,000.00
ESSER	137,516.00
LCFF - Base	127,881.00
LCFF - Supplemental	326,846.00
Lottery: Instructional Materials	28,510.00

## Expenditures by Budget Reference

Budget Reference	Amount
0000: Unrestricted	2,000.00
1000-1999: Certificated Personnel Salaries	873,806.00
2000-2999: Classified Personnel Salaries	281,473.00
4000-4999: Books And Supplies	61,200.00
5000-5999: Services And Other Operating Expenditures	7,000.00
5800: Professional/Consulting Services And Operating Expenditures	28,000.00

## Expenditures by Budget Reference and Funding Source

Budget Reference	Funding Source	Amount
1000-1999: Certificated Personnel Salaries	District Funded	407,668.00
2000-2999: Classified Personnel Salaries	District Funded	172,868.00
4000-4999: Books And Supplies	District Funded	24,190.00
5800: Professional/Consulting Services And Operating Expenditures	District Funded	17,000.00
0000: Unrestricted	Donations	2,000.00
5000-5999: Services And Other Operating Expenditures	Donations	2,000.00
5800: Professional/Consulting Services And Operating Expenditures	Donations	7,000.00
1000-1999: Certificated Personnel Salaries	ESSER	137,516.00
1000-1999: Certificated Personnel Salaries	LCFF - Base	79,010.00
2000-2999: Classified Personnel Salaries	LCFF - Base	48,871.00
1000-1999: Certificated Personnel Salaries	LCFF - Supplemental	249,612.00
2000-2999: Classified Personnel Salaries	LCFF - Supplemental	59,734.00
4000-4999: Books And Supplies	LCFF - Supplemental	8,500.00
5000-5999: Services And Other Operating Expenditures	LCFF - Supplemental	5,000.00
5800: Professional/Consulting Services And Operating Expenditures	LCFF - Supplemental	4,000.00
4000-4999: Books And Supplies	Lottery: Instructional Materials	28,510.00

# School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

- 1 School Principal
- 3 Classroom Teachers
- 1 Other School Staff
- 3 Parent or Community Members
- 2 Secondary Students

Name of Members	Role
Michelle Poirier	Principal
Kirsten Pohlman	Parent or Community Member
Victoria Sanchez-Toledo	Parent or Community Member
Jill Denning	Parent or Community Member
Cathy McDougall	Classroom Teacher
Peter Boscacci	Classroom Teacher
Rita Medina	Other School Staff
Francesca Timar	Secondary Student
Stuart Kumaishi	Classroom Teacher
Sam Attard	Secondary Student

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

# Recommendations and Assurances

The School Site Council (SSC) recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the School Plan for Student Achievement (SPSA) requiring board approval.

The SSC sought and considered all recommendations from the following groups or committees before adopting this plan:

**Signature**

**Committee or Advisory Group Name**

The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

This SPSA was adopted by the SSC at a public meeting on 10/20/21.

Attested:



Principal, Michelle Poirier on May 17, 2023



SSC Chairperson, Cathy McDougall on May 17, 2023

School Year: **2023-24**

# School Plan for Student Achievement (SPSA) Template

The School Plan for Student Achievement (SPSA) is meant to consolidate all school-level planning efforts into one plan for programs funded through the consolidated application (ConApp), pursuant to the California Education Code (EC) Section 64001 and the Elementary and Secondary Education Act as amended by the Every Student Succeeds Act (ESSA).

The purpose of the SPSA is to increase the overall effectiveness of the school program by crafting a strategic plan that maximizes the resources available to the school while minimizing duplication of effort with the ultimate goal of increasing student achievement.

The School Site Council (SSC) is required to develop and annually review the SPSA, establish an annual budget, and make modifications in the plan to reflect changing needs and priorities, as applicable, pursuant to EC 52853(b) and 52855.

California's ESSA State Plan significantly shifts the state's approach to the utilization of federal resources in support of underserved student groups. The SPSA provides schools with the opportunity to document their approach to maximizing the impact of federal investments in support of underserved students.

The implementation of ESSA in California presents an opportunity for schools to innovate with their federally-funded programs and align them with the priority goals of the school and the LEA that are being realized under the state's Local Control Funding Formula (LCFF).

LCFF provides schools and LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The SPSA planning process supports continuous cycles of action, reflection, and improvement.

<b>School Name</b>	Alternative Family Education/Branciforte Small Schools Campus
<b>Address</b>	840 North Branciforte Ave. Santa Cruz, CA 95062
<b>County-District-School (CDS) Code</b>	44698234430195
<b>Principal</b>	Michelle McKinney
<b>District Name</b>	Santa Cruz City Schools
<b>SPSA Revision Date</b>	April 15, 2023
<b>Schoolsite Council (SSC) Approval Date</b>	May 6, 2023
<b>Local Board Approval Date</b>	June 16, 2023

In the pages that follow, please describe the school's plan for making the best use of federal ESEA resources in alignment with other federal, state, and local programs.



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# School Vision and Mission

## Inspired Purpose:

AFE supports, nurtures and inspires families and students to discover and develop their potential through engaged learning, problem solving, and community involvement.

## Vision:

AFE cultivates...

- the ability to use our minds well.
- the tools to choose our paths.
- the ability to act upon our passions.
- the desire to contribute to the local community and the world.
- the vision and heart to see and feel things from other perspectives.
- the ability to express our own voices.
- the habit of self-reflection.
- a sense of well-being.

# School Profile

Santa Cruz City Schools Alternative Family Education (AFE) is an independent home study school provided for kindergarten through twelfth grade students and families who prefer an individualized approach to education, combined with the support of school district resources. The program gives parents the responsibility to directly supervise instruction, with professional guidance from a credentialed teacher-consultant. The program is designed by and for homeschool families, with teacher-consultants who are knowledgeable and supportive of home-based learning, state frameworks, and school district curriculum guidelines. AFE shares a campus with three other small schools. You can read about our campus on the Branciforte Small Schools Campus (BSSC) website.

With the onset of COVID-19 school closures, AFE more than doubled its student population due to many elementary and secondary students attending public and private schools in 2019-20 choosing to opt for a more hands-on, family directed educational approach. When comprehensive schools re-opened for in-person instruction, AFE's enrollment dropped to 150. Two of the full-time staff returned to their former assignments and the school retains 4.8 FTE and one library media assistant to manage the materials. In accordance to AB130, AFE staff offer daily Zoom and weekly in-person enrichment classes in grade-span groupings, and teachers keep engagement logs as well as the conference and attendance records required by California Education Code. In order to ensure continuity of information, the administrative staff has taken on all intake communication, teacher assignment, and registration processes.

AFE classroom and office space is shared through a scheduling, and office space is being shared by teachers. The AFE parent and staff community continue to collaborate on several 'campus beautification' projects with the near completion of Bond construction to replace failing portable buildings.

Alternative Family Education, 840 N. Branciforte Ave, Santa Cruz, CA 95062

# Educational Partner Involvement

How, when, and with whom did the school consult as part of the planning process for this SPSA/Annual Review and Update?

## Involvement Process for the SPSA and Annual Review and Update

This plan is reviewed and approved annually by the School Site Council, which consists of students, parents, classified and certificated staff, and administrators. In addition, the parent group reviews the plan while planning fundraising goals. The plan is available to stakeholders via the school's website. District personnel, Director of Curriculum, and Assistant Superintendent of Educational Services also provide input and suggestions for goal setting based on student data.

# School and Student Performance Data

## Student Enrollment Enrollment By Student Group

Student Enrollment by Subgroup						
Student Group	Percent of Enrollment			Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23
American Indian	1.3%	1.69%	1.85%	3	2	2
African American	2.1%	5.93%	7.41%	5	7	8
Asian	1.3%	3.39%	3.7%	3	4	4
Filipino	0.8%	%	0%	2		0
Hispanic/Latino	17.2%	18.64%	25.93%	41	22	28
Pacific Islander	0.4%	%	0%	1		0
White	74.1%	64.41%	51.85%	177	76	56
Multiple/No Response	2.9%	4.24%	3.7%	7	5	4
<b>Total Enrollment</b>				239	118	108

## Student Enrollment Enrollment By Grade Level

Student Enrollment by Grade Level			
Grade	Number of Students		
	20-21	21-22	22-23
Kindergarten	28	6	4
Grade 1	24	8	6
Grade 2	21	11	6
Grade3	18	5	9
Grade 4	22	10	3
Grade 5	14	6	8
Grade 6	21	6	7
Grade 7	24	13	8
Grade 8	20	11	15
Grade 9	16	11	7
Grade 10	14	9	11
Grade 11	9	13	11
Grade 12	8	9	13
<b>Total Enrollment</b>	239	118	108

### Conclusions based on this data:

1. Enrollment numbers are progressively higher through the rising grades.



# School and Student Performance Data

## Student Enrollment English Learner (EL) Enrollment

English Learner (EL) Enrollment						
Student Group	Number of Students			Percent of Students		
	20-21	21-22	22-23	20-21	21-22	22-23
English Learners	1	1	5	0.40%	0.8%	4.6%
Fluent English Proficient (FEP)	7	6	6	2.90%	5.1%	5.6%
Reclassified Fluent English Proficient (RFEP)	1			100.0%		

### Conclusions based on this data:

1. AFE does not serve many students learning English as an additional language.

# School and Student Performance Data

## CAASPP Results English Language Arts/Literacy (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3	19	6		0	*		0	*		0.0		
Grade 4	19	11		0	*		0	*		0.0		
Grade 5	14	9		0	4		0	4		0.0	44.4	
Grade 6	24	7		0	*		0	*		0.0		
Grade 7	22	17		0	*		0	*		0.0		
Grade 8	22	12		0	*		0	*		0.0		
Grade 11	10	13		0	*		0	*		0.0		
All Grades	130	75		0	15		0	15		0.0	20.0	

The “% of Enrolled Students Tested” showing in this table is not the same as “Participation Rate” for federal accountability purposes.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		*			*			*			*			*	
Grade 4		*			*			*			*			*	
Grade 5		*			*			*			*			*	
Grade 6		*			*			*			*			*	
Grade 7		*			*			*			*			*	
Grade 8		*			*			*			*			*	
Grade 11		*			*			*			*			*	
All Grades	N/A	N/A	N/A		26.67			33.33			6.67			33.33	

Reading Demonstrating understanding of literary and non-fictional texts									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		*			*			*	
Grade 4		*			*			*	
Grade 5		*			*			*	
Grade 6		*			*			*	
Grade 7		*			*			*	
Grade 8		*			*			*	

Writing Producing clear and purposeful writing									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		*			*			*	
Grade 4		*			*			*	
Grade 5		*			*			*	
Grade 6		*			*			*	
Grade 7		*			*			*	
Grade 8		*			*			*	

Listening Demonstrating effective communication skills									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		*			*			*	
Grade 4		*			*			*	
Grade 5		*			*			*	
Grade 6		*			*			*	
Grade 7		*			*			*	
Grade 8		*			*			*	

Research/Inquiry Investigating, analyzing, and presenting information									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		*			*			*	
Grade 4		*			*			*	
Grade 5		*			*			*	
Grade 6		*			*			*	
Grade 7		*			*			*	
Grade 8		*			*			*	

**Conclusions based on this data:**

1. Too few students to draw conclusions.

# School and Student Performance Data

## CAASPP Results Mathematics (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3	19	6		0	*		0	*		0.0		
Grade 4	19	11		0	*		0	*		0.0		
Grade 5	14	9		0	4		0	4		0.0	44.4	
Grade 6	24	7		0	*		0	*		0.0		
Grade 7	22	17		0	*		0	*		0.0		
Grade 8	22	12		0	*		0	*		0.0		
Grade 11	10	13		0	*		0	*		0.0		
All Grades	130	75		0	14		0	14		0.0	18.7	

\* The “% of Enrolled Students Tested” showing in this table is not the same as “Participation Rate” for federal accountability purposes.

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		*			*			*			*			*	
Grade 4		*			*			*			*			*	
Grade 5		*			*			*			*			*	
Grade 6		*			*			*			*			*	
Grade 7		*			*			*			*			*	
Grade 8		*			*			*			*			*	
Grade 11		*			*			*			*			*	
All Grades	N/A	N/A	N/A		14.29			14.29			28.57			42.86	

Concepts & Procedures Applying mathematical concepts and procedures									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
Grade 3		*			*			*	
Grade 4		*			*			*	
Grade 5		*			*			*	
Grade 6		*			*			*	
Grade 7		*			*			*	
Grade 8		*			*			*	



<b>Problem Solving &amp; Modeling/Data Analysis</b>									
<b>Using appropriate tools and strategies to solve real world and mathematical problems</b>									
<b>Grade Level</b>	<b>% Above Standard</b>			<b>% At or Near Standard</b>			<b>% Below Standard</b>		
	<b>20-21</b>	<b>21-22</b>	<b>22-23</b>	<b>20-21</b>	<b>21-22</b>	<b>22-23</b>	<b>20-21</b>	<b>21-22</b>	<b>22-23</b>
<b>Grade 3</b>		*			*			*	
<b>Grade 4</b>		*			*			*	
<b>Grade 5</b>		*			*			*	
<b>Grade 6</b>		*			*			*	
<b>Grade 7</b>		*			*			*	
<b>Grade 8</b>		*			*			*	

<b>Communicating Reasoning</b>									
<b>Demonstrating ability to support mathematical conclusions</b>									
<b>Grade Level</b>	<b>% Above Standard</b>			<b>% At or Near Standard</b>			<b>% Below Standard</b>		
	<b>20-21</b>	<b>21-22</b>	<b>22-23</b>	<b>20-21</b>	<b>21-22</b>	<b>22-23</b>	<b>20-21</b>	<b>21-22</b>	<b>22-23</b>
<b>Grade 3</b>		*			*			*	
<b>Grade 4</b>		*			*			*	
<b>Grade 5</b>		*			*			*	
<b>Grade 6</b>		*			*			*	
<b>Grade 7</b>		*			*			*	
<b>Grade 8</b>		*			*			*	

**Conclusions based on this data:**

1. Too few students participated to draw conclusions.

# School and Student Performance Data

## ELPAC Results

ELPAC Summative Assessment Data Number of Students and Mean Scale Scores for All Students												
Grade Level	Overall			Oral Language			Written Language			Number of Students Tested		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
All Grades											*	

Overall Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
All Grades		*			*			*			*			*	

Oral Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
All Grades		*			*			*			*			*	

Written Language Percentage of Students at Each Performance Level for All Students															
Grade Level	Level 4			Level 3			Level 2			Level 1			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
All Grades		*			*			*			*			*	

Listening Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
All Grades		*			*			*			*	

Speaking Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
All Grades		*			*			*			*	

Reading Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
All Grades		*			*			*			*	

Writing Domain Percentage of Students by Domain Performance Level for All Students												
Grade Level	Well Developed			Somewhat/Moderately			Beginning			Total Number of Students		
	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23	20-21	21-22	22-23
All Grades		*			*			*			*	

**Conclusions based on this data:**

1. Too small student population to draw conclusions.

# School and Student Performance Data

## Student Population

For the past two years, many state and federal accountability requirements were waived or adjusted due to the impact of the COVID-19 pandemic on LEAs, schools, and students. Beginning with the 2021-22 school year, the requirements to hold schools and districts accountable for student outcomes has returned with the release of the 2022 California School Dashboard (Dashboard). The Every Student Succeeds Act is requiring all states to determine schools eligible for support. Similarly, under state law, Assembly Bill (AB) 130, which was signed into law in 2021, mandates the return of the Dashboard using only current year performance data to determine LEAs for support. Therefore, to meet this state requirement, only the 2021-22 school year data will be reported on the 2022 Dashboard for state indicators. (Data for Change [or the difference from prior year] and performance colors will not be reported.)

This section provides information about the school's student population.

2021-22 Student Population			
<b>Total Enrollment</b>	<b>Socioeconomically Disadvantaged</b>	<b>English Learners</b>	<b>Foster Youth</b>
<b>118</b>	<b>25.4</b>	<b>0.8</b>	Students whose well being is the responsibility of a court.
Total Number of Students enrolled in Alternative Family Education/Branciforte Small Schools Campus.	Students who are eligible for free or reduced priced meals; or have parents/guardians who did not receive a high school diploma.	Students who are learning to communicate effectively in English, typically requiring instruction in both the English Language and in their academic courses.	

2021-22 Enrollment for All Students/Student Group		
Student Group	Total	Percentage
English Learners	1	0.8
Foster Youth		
Homeless		
Socioeconomically Disadvantaged	30	25.4
Students with Disabilities	24	20.3

Enrollment by Race/Ethnicity		
Student Group	Total	Percentage
African American	7	5.9
American Indian	2	1.7
Asian	4	3.4
Filipino		
Hispanic	22	18.6
Two or More Races	5	4.2
Pacific Islander		
White	76	64.4

**Conclusions based on this data:**

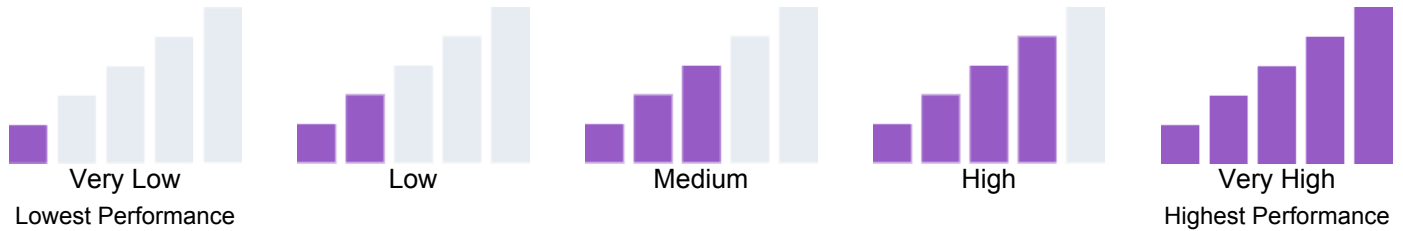
1. AFE has become more attractive to a diverse population, including Hispanic and MLL families.

# School and Student Performance Data

## Overall Performance

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



### 2022 Fall Dashboard Overall Performance for All Students

Academic Performance	Academic Engagement	Conditions & Climate
<b>English Language Arts</b>  Very Low	<b>Graduation Rate</b>  No Performance Level	<b>Suspension Rate</b>  Very Low
<b>Mathematics</b>  Very Low	<b>Chronic Absenteeism</b>  Medium	
<b>English Learner Progress</b>  No Performance Level		
<b>College/Career</b> Not Reported in 2022		

**Conclusions based on this data:**

1. Attendance is a strength of the school.

# School and Student Performance Data

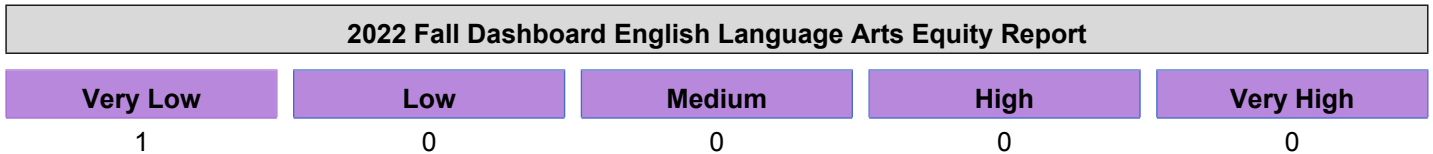
## Academic Performance English Language Arts

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

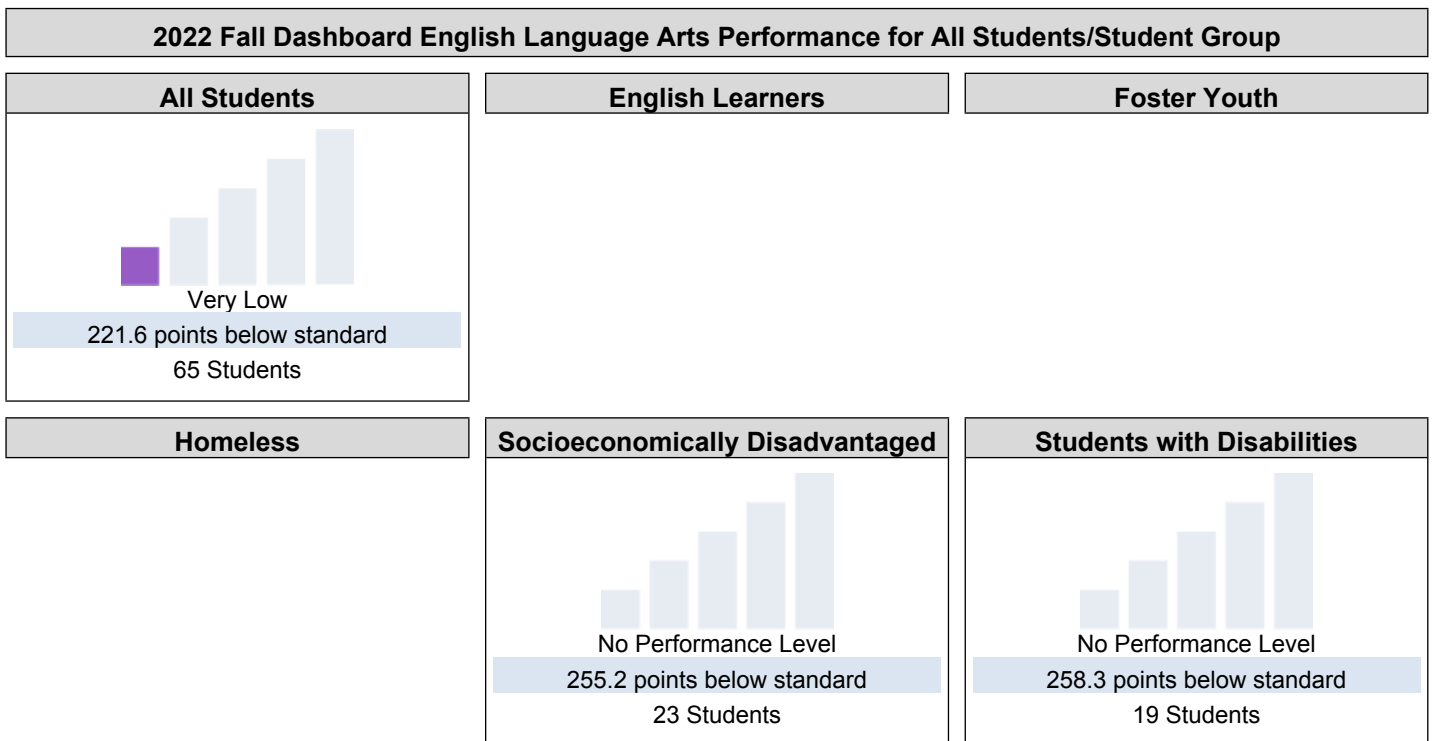
Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



This section provides number of student groups in each level.

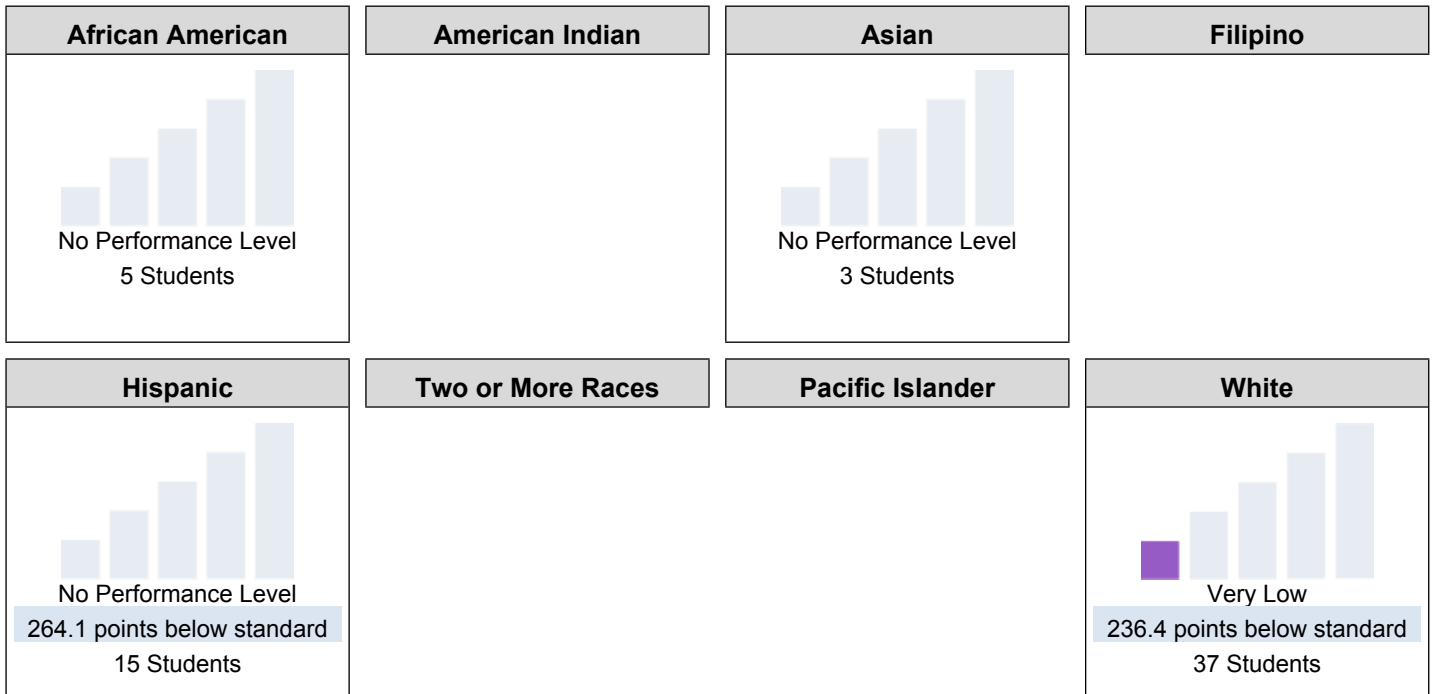


This section provides a view of how well students are meeting grade-level standards on the English Language Arts assessment. This measure is based on student performance on either the Smarter Balanced Summative Assessment or the California Alternate Assessment, which is taken annually by students in grades 3–8 and grade 11.





**2022 Fall Dashboard English Language Arts Performance by Race/Ethnicity**



This section provides additional information on distance from standard for current English learners, prior or Reclassified English learners, and English Only students in English Language Arts.

**2022 Fall Dashboard English Language Arts Data Comparisons for English Learners**

Current English Learner	Reclassified English Learners	English Only
		<p>231.9 points below standard</p> <p>61 Students</p>

**Conclusions based on this data:**

1. AFE's integrated ELA is meeting the needs of enrolled students.

# School and Student Performance Data

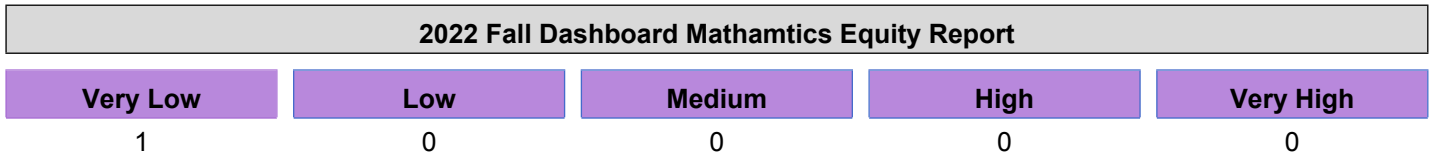
## Academic Performance Mathematics

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

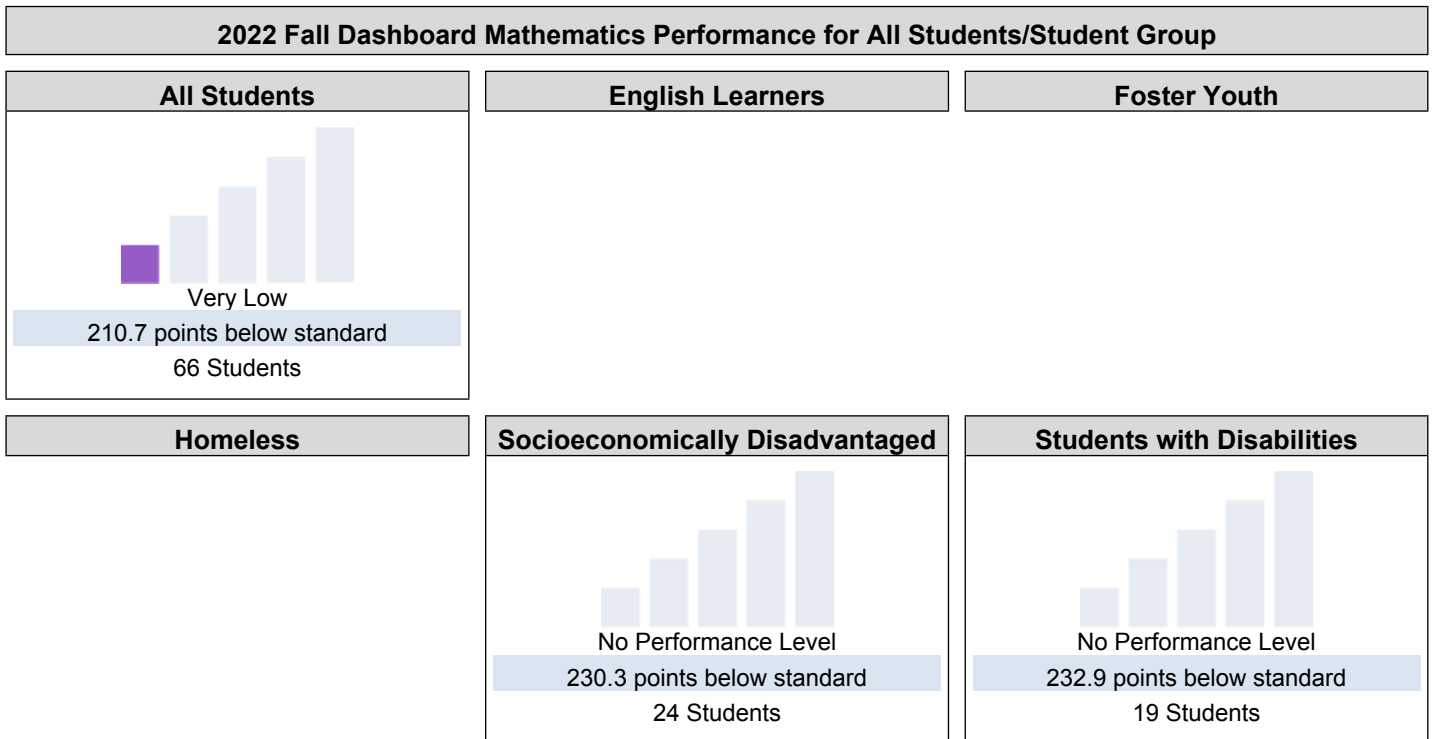
Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



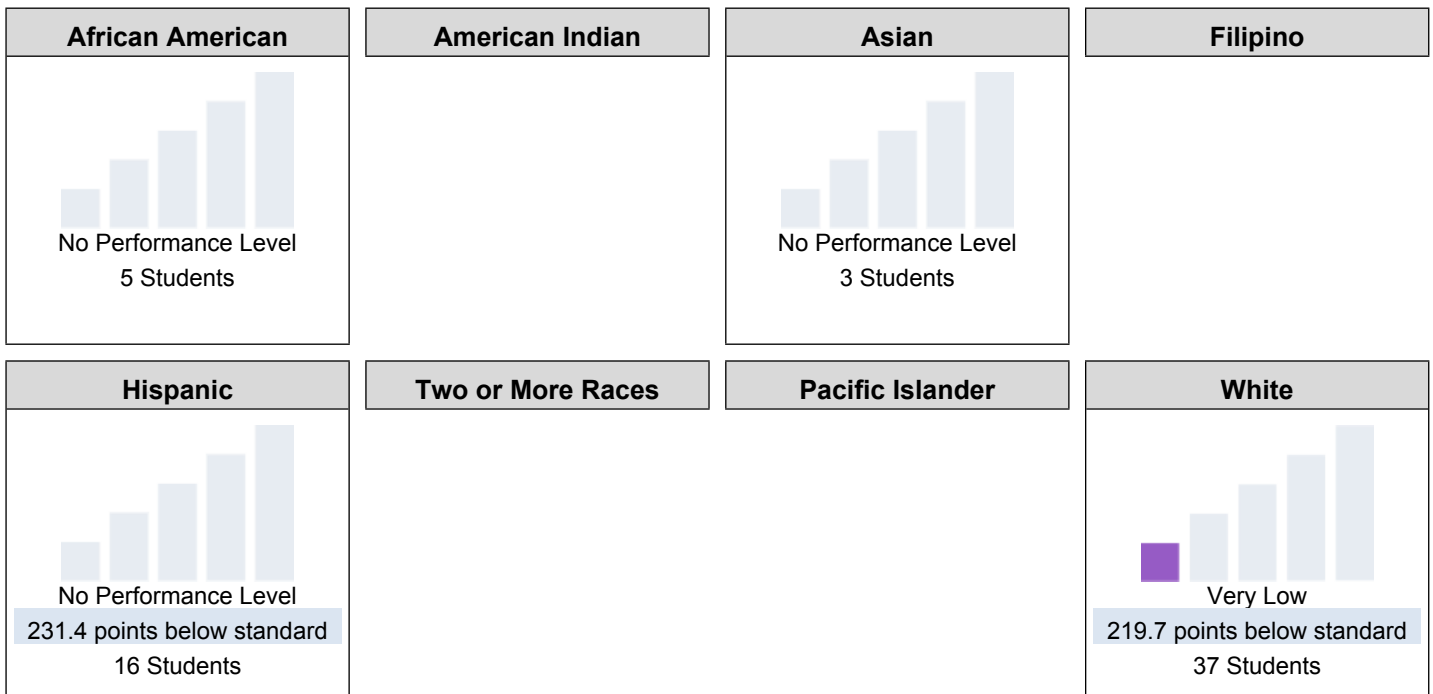
This section provides number of student groups in each level.



This section provides a view of how well students are meeting grade-level standards on the Mathematics assessment. This measure is based on student performance either on the Smarter Balanced Summative Assessment or the California Alternate Assessment, which is taken annually by students in grades 3–8 and grade 11.



**2022 Fall Dashboard Mathematics Performance by Race/Ethnicity**



This section provides additional information on distance from standard for current English learners, prior or Reclassified English learners, and English Only students in mathematics

**2022 Fall Dashboard Mathematics Data Comparisons for English Learners**

Current English Learner	Reclassified English Learners	English Only
		<p>217.1 points below standard 62 Students</p>

**Conclusions based on this data:**

1. AFE's mathematics instruction is meeting the needs of its students.

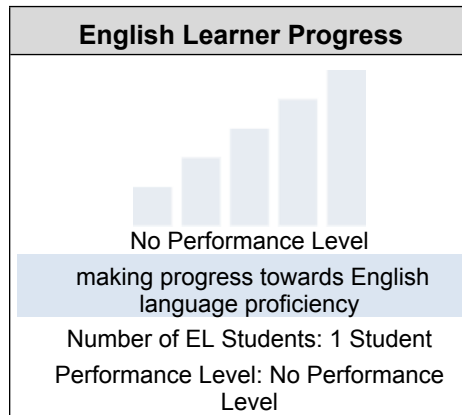
# School and Student Performance Data

## Academic Performance English Learner Progress

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

This section provides information on the percentage of current EL students making progress towards English language proficiency or maintaining the highest level.

### 2022 Fall Dashboard English Learner Progress Indicator



This section provides a view of the percentage of current EL students who progressed at least one ELPI level, maintained ELPI level 4, maintained lower ELPI levels (i.e., levels 1, 2L, 2H, 3L, or 3H), or decreased at least one ELPI Level.

### 2022 Fall Dashboard Student English Language Acquisition Results

Decreased  
One ELPI Level

Maintained ELPI Level 1,  
2L, 2H, 3L, or 3H

Maintained  
ELPI Level 4

Progressed At Least  
One ELPI Level

#### Conclusions based on this data:

1. Not enough data to make a conclusion.

# School and Student Performance Data

## Academic Performance College/Career Report

College/Career data provides information on whether high school students are prepared for success after graduation based on measures like graduation rate, performance on state tests, and college credit courses. College/Career data was not reported in 2022.

### Conclusions based on this data:

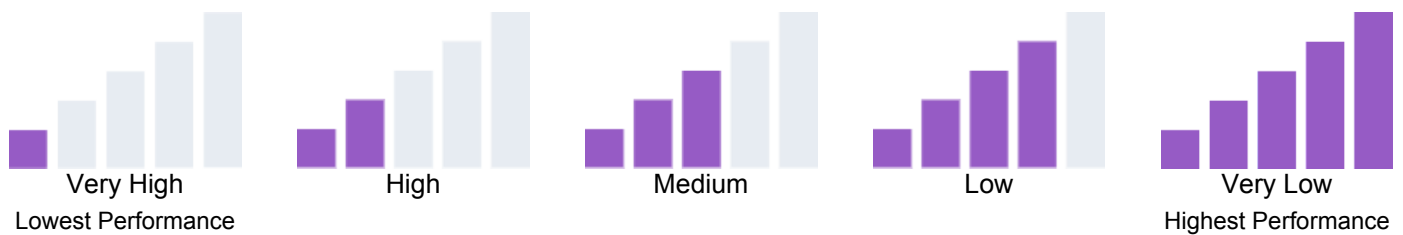
1. Relevant data is not available.

# School and Student Performance Data

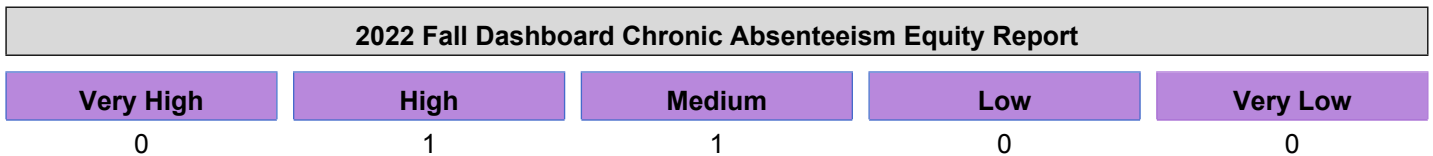
## Academic Engagement Chronic Absenteeism

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

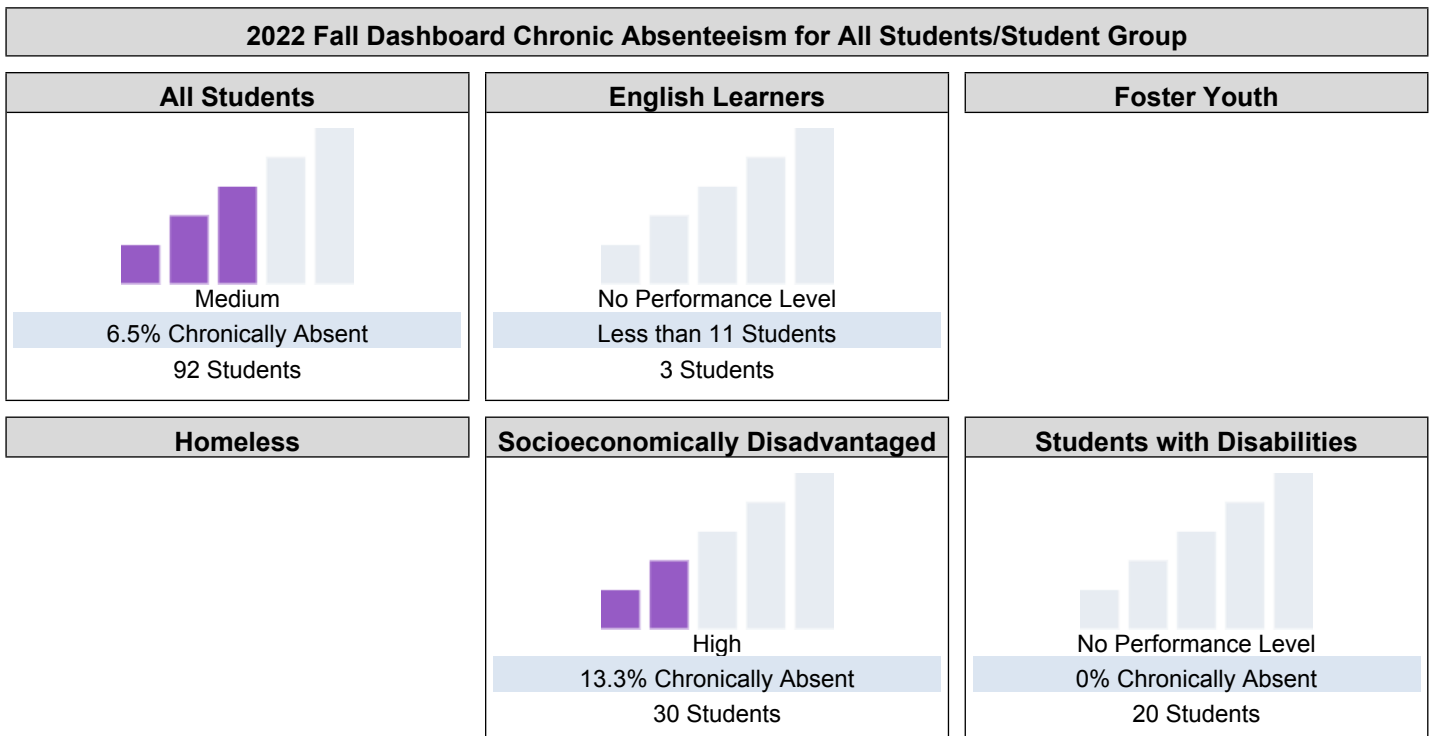
Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



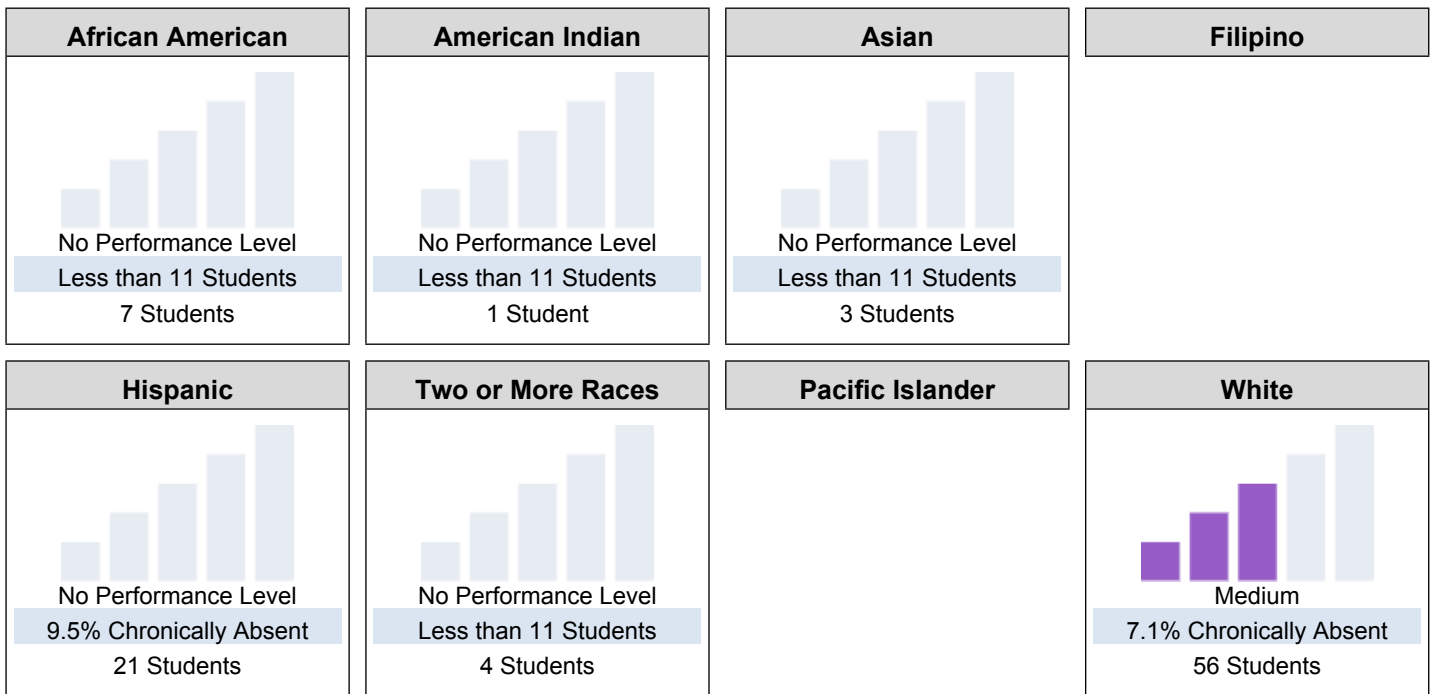
This section provides number of student groups in each level.



This section provides information about the percentage of students in kindergarten through grade 8 who are absent 10 percent or more of the instructional days they were enrolled.



**2022 Fall Dashboard Chronic Absenteeism by Race/Ethnicity**



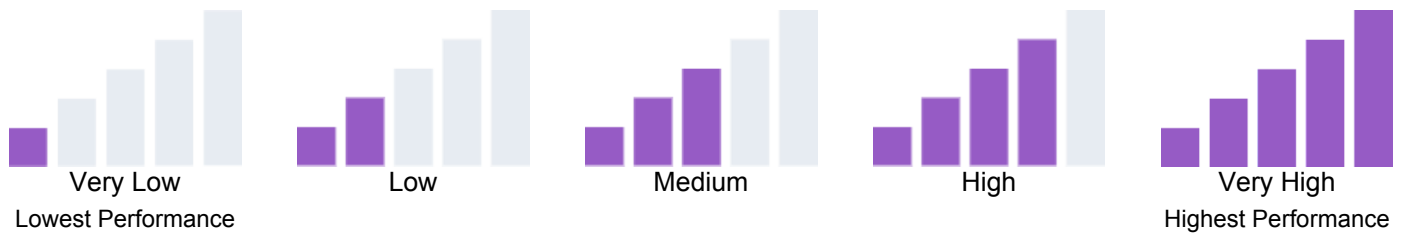
**Conclusions based on this data:**

1. More stringent adherence to attendance policies is an area for further investigation.

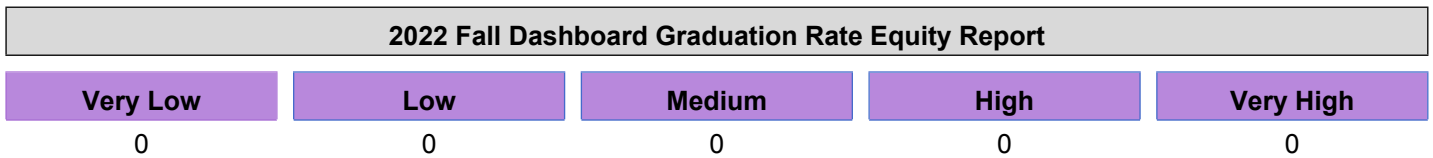
# School and Student Performance Data

## Academic Engagement Graduation Rate

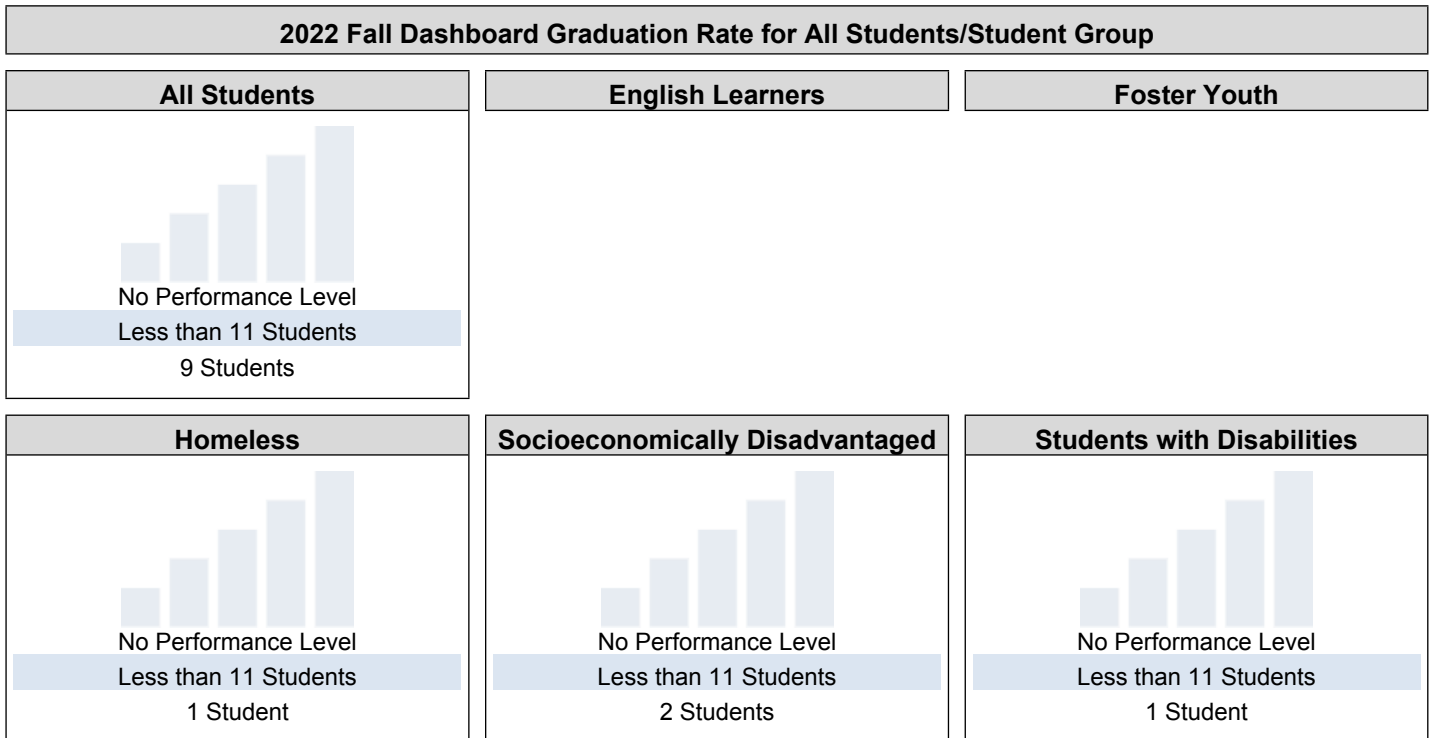
Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).



This section provides number of student groups in each level.

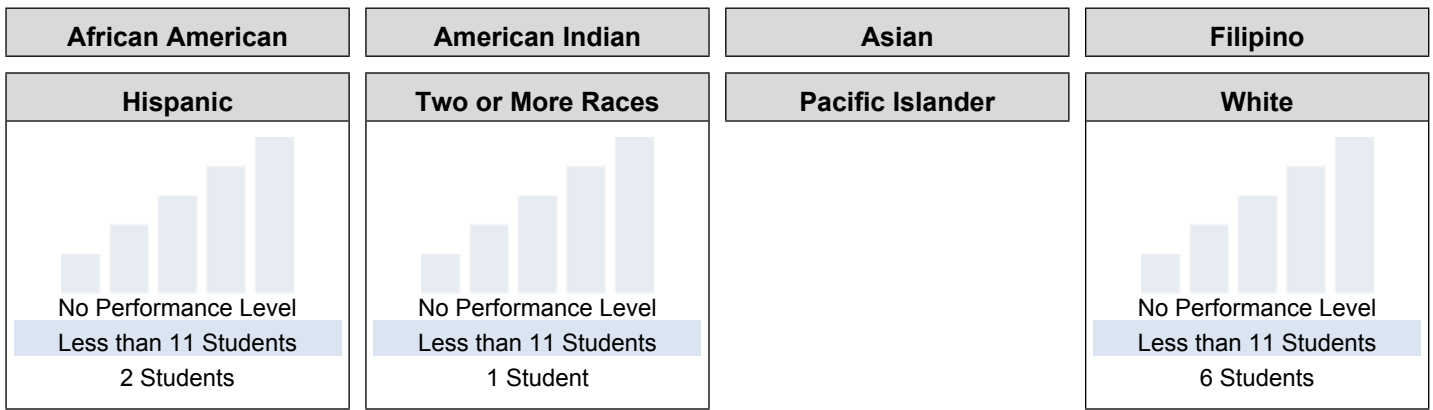


This section provides information about students completing high school, which includes students who receive a standard high school diploma.





**2022 Fall Dashboard Graduation Rate by Race/Ethnicity**



**Conclusions based on this data:**

1. AFE graduates are the realization of SCCS Strategic Goal #1: All SCCS students will be prepared to successfully access post-secondary college and career opportunities.

# School and Student Performance Data

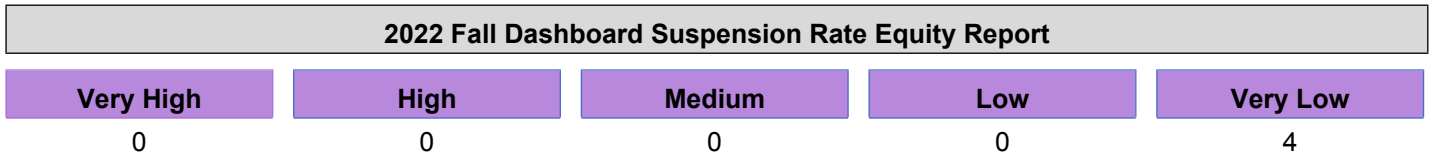
## Conditions & Climate Suspension Rate

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

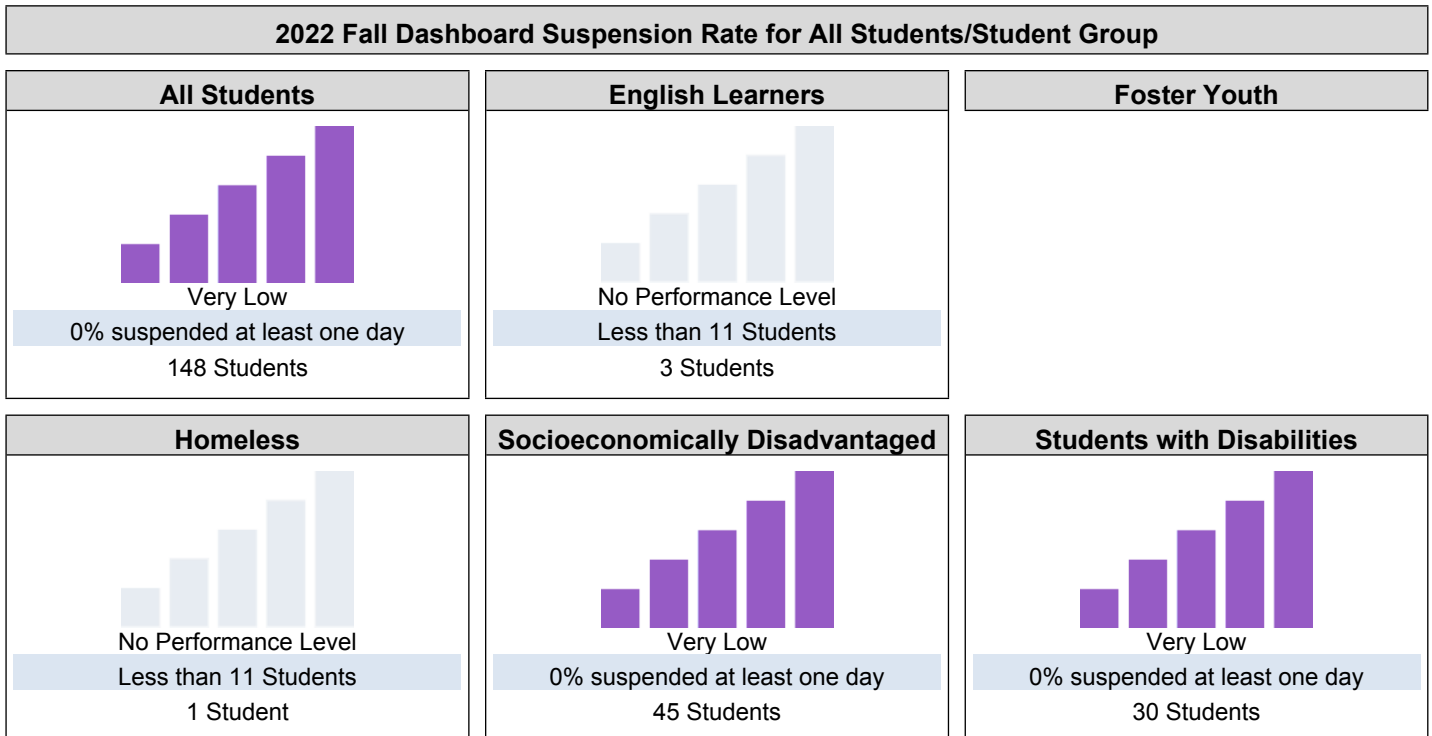
Because performance on state measures is based on current year (i.e., 2021-22) results only for the 2022 Dashboard, the color dials have been replaced with one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low).



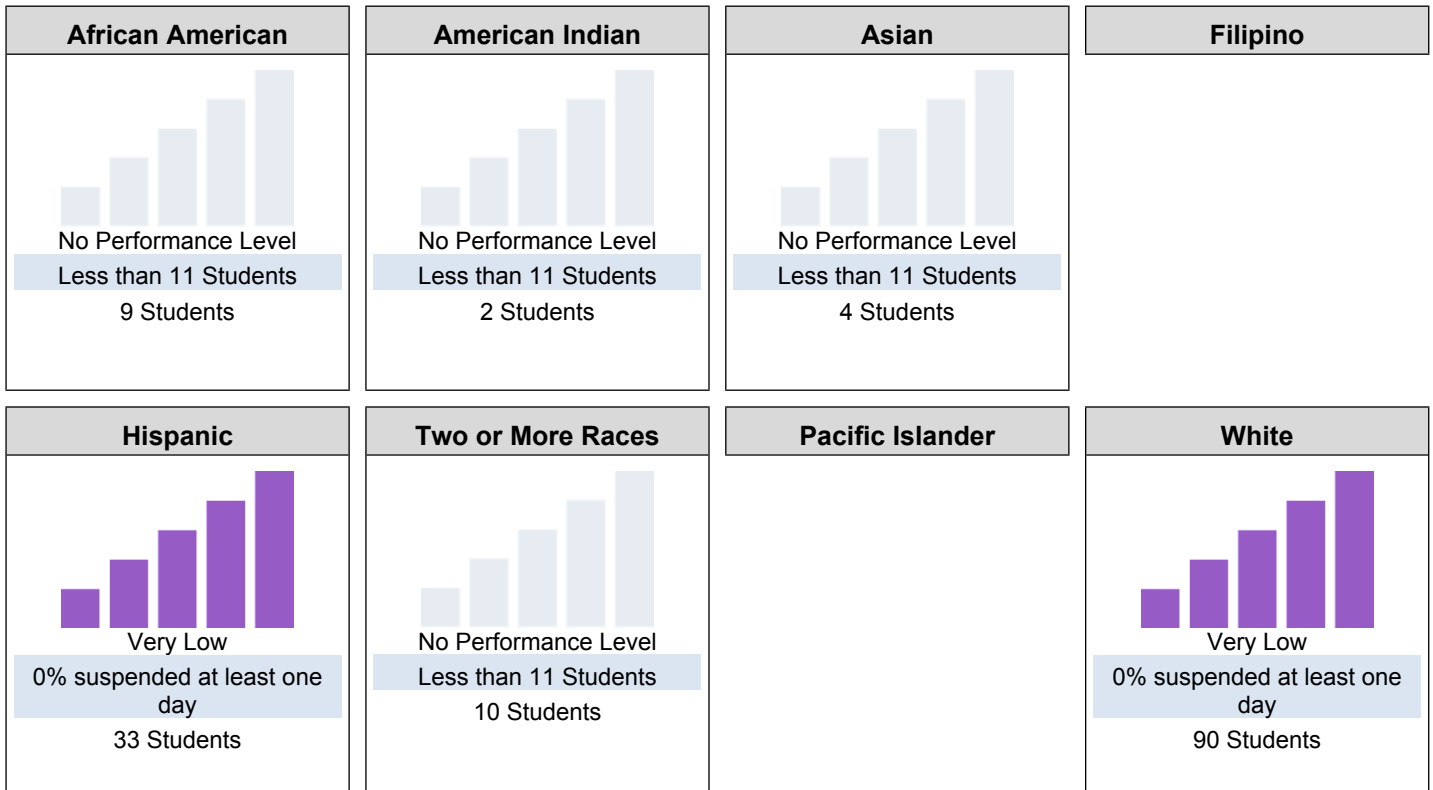
This section provides number of student groups in each level.



This section provides information about the percentage of students in kindergarten through grade 12 who have been suspended at least once in a given school year. Students who are suspended multiple times are only counted once.



**2022 Fall Dashboard Suspension Rate by Race/Ethnicity**



**Conclusions based on this data:**

1. AFE's students' needs are accommodated by the alternative setting.

# Goals, Strategies, & Proposed Expenditures

## Goal 1

### Subject

Academic Literacy

### Goal Statement

All students will make academic literacy growth.

### LCAP Goal

Goal #1: All SCCS students will be prepared to successfully access post-secondary college and career opportunities.  
 Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.  
 Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.

### Basis for this Goal

The staff is continuing to focus on developing writing rubrics and anchor papers in each writing type for the High School . This endeavor continues in order to raise academic rigor and to be able to provide parent/teachers with more concrete criteria that is in alignment with CCSS. The SCCS has reinvigorated its commitment to high-impact instructional strategies. AFE will spend professional development time in delving deeply into Goal Setting/Self Assessment in 2023-24.

### Expected Annual Measurable Outcomes

Metric/Indicator	Baseline	Expected Outcome
Growth on Developmental Writing rubrics of 4-8th grade students	In 2022-23, 57% of 3rd-8th grade students made 1 year of growth in writing.	Increase percentage of students making at least one year growth to 80%.
On track for completion of CCAP writing requirement	In 2022-23, 94% of students made adequate progress towards completion of CCAP requirements	Increase percentage of students making adequate progress towards completion of CCAP requirements at 97%.
Credit completion rates for high school students	In 2022-23, 100% of students are on track to meet Grad Req. for HS	Maintain percentage of students making adequate progress towards graduation credit requirements at 100%.
Growth on Developmental Reading rubrics of 3rd-8th grade students	In 2022-23, 59% of students made at least one year of growth on the developmental reading rubrics	Increase percentage of 3rd-8th grade students that will make at least one year growth to at least 80%.
Growth in MAP Reading	In 2022-23, 40% of students met the projected growth on the MAP Reading assessment.	MAP Reading Scores - 80% of students will make at least one year's progress on the MAP Reading assessment.

### Planned Strategies/Activities

## Strategy/Activity 1

Professional Development in the Science of Reading for staff and parents 2 times

### Students to be Served by this Strategy/Activity

All students will be supported by this strategy/activity.

### Timeline

Ongoing throughout the 2023-24 school year.

### Person(s) Responsible

Site administration & SCIL

### Proposed Expenditures for this Strategy/Activity

Amount	500
Source	LCFF - Base
Budget Reference	1000-1999: Certificated Personnel Salaries
Description	Planning and implementation for parent education sessions

## Strategy/Activity 2

Short term project for classified staff to inventory, replenish Resource Center curriculum and instructional materials, managing influx of new instructional materials.

### Students to be Served by this Strategy/Activity

All students

### Timeline

Ongoing in 23-24 approximately 8 hours per week

### Person(s) Responsible

Site Administration

### Proposed Expenditures for this Strategy/Activity

Amount	11,000
Source	LCFF - Supplemental
Budget Reference	2000-2999: Classified Personnel Salaries
Description	Short term project for classified staff to inventory, replenish Resource Center curriculum and instructional materials, managing influx of new instructional materials

## Strategy/Activity 3

Increase the diversity of materials available in the Resource Center

### Students to be Served by this Strategy/Activity

All students

**Timeline**

Ongoing in 2023-24

**Person(s) Responsible**

Site Administration

**Proposed Expenditures for this Strategy/Activity**

<b>Amount</b>	450
<b>Source</b>	LCFF - Supplemental
<b>Budget Reference</b>	4000-4999: Books And Supplies
<b>Description</b>	Supplemental books and supplies including district adopted curriculum/materials
<b>Source</b>	None Specified
<b>Budget Reference</b>	None Specified
<b>Source</b>	None Specified
<b>Budget Reference</b>	None Specified

# Goals, Strategies, & Proposed Expenditures

## Goal 2

### Subject

Mathematics

### Goal Statement

All students who are taking math will make mathematics growth.

### LCAP Goal

Goal #1: All SCCS students will be prepared to successfully access post-secondary college and career opportunities.  
 Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.  
 Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.

### Basis for this Goal

Through analysis of student outcome data and student and parent survey, it is apparent that coordinated math support resources need to be offered to families, ranging from elementary to high school level math

### Expected Annual Measurable Outcomes

Metric/Indicator	Baseline	Expected Outcome
A combination of MAP growth and/or paper-based assessment, and work samples demonstrate overall achievement in mathematics for 3rd-11th grade students	In 2022-23, 53% of all 3rd-11th grade students achieved growth from fall to spring as measured by a combination of MAP growth and/or paper-based assessment, and work samples	Increase percentage of all students achieving growth from fall to spring in mathematics to 80%
Math requirements	In 2022-23, 89% of students completed Math 1 by 11th grade or within two years of beginning that curriculum	Increase percentage of students who complete Math 1 by 11th grade or within two years of beginning that curriculum to 90%
Use of Math kits in elementary grades	This is a new metric	K-5 effectiveness survey: 80% of the respondents will rate the usefulness of Math Kits to support students with meeting math standards

### Planned Strategies/Activities

#### Strategy/Activity 1

150 hours for math tutoring

#### Students to be Served by this Strategy/Activity

All students who is taking math will be supported by this strategy/activity.

### Timeline

Ongoing throughout the 2023-24 school years

### Person(s) Responsible

Site Administration/SCIL

### Proposed Expenditures for this Strategy/Activity

Amount	3000
Source	LCFF - Base
Budget Reference	2000-2999: Classified Personnel Salaries
Description	Qualified tutors from UCSC, Cabrillo or other SCCS schools

### Strategy/Activity 2

Consumable materials for Resource Center to support student learning in the home and school environments (i.e. games, manipulatives, workbooks)

### Students to be Served by this Strategy/Activity

All students will be supported by this strategy/activity.

### Timeline

Ongoing throughout the 2023-24 school year

### Person(s) Responsible

Site Administration/SCIL

### Proposed Expenditures for this Strategy/Activity

Amount	450
Source	LCFF - Base
Budget Reference	4000-4999: Books And Supplies
Description	Consumable materials for Resource Center to support student learning in the home and school environments (i.e. games, manipulatives, workbooks)

### Strategy/Activity 3

In consultation with staff, consultant will develop Math Instruction and Intervention program which includes:  
defining the scope and sequence of the program  
recruiting and supporting tutors  
building a resource list of math supports for high school students provide professional development for parents about the importance of daily math practice

### Students to be Served by this Strategy/Activity

All students who are taking math



**Timeline**

2023-24

**Person(s) Responsible**

Site Administration

**Proposed Expenditures for this Strategy/Activity****Amount**

6000

**Source**

LCFF - Supplemental

**Budget Reference**

5800: Professional/Consulting Services And Operating Expenditures

**Description**

Consultant to develop Math Support program

# Goals, Strategies, & Proposed Expenditures

## Goal 3

### Subject

School Connectedness

### Goal Statement

All students will feel connected to their school. Improve students' feelings of well-being, safety, and community through implementation of Restorative Justice principles and practices, and tenets and practices of Trauma-informed schools.

### LCAP Goal

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.

Goal #6: SCCS will maintain strong communication and partnerships with its diverse community.

### Basis for this Goal

Implement a needs assessment to check systems for equity, schoolwide. We will begin by conducting empathy interviews and surveys for parents and students, focusing on the input of families from marginalized groups to help guide policy and programmatic decisions.

### Expected Annual Measurable Outcomes

Metric/Indicator	Baseline	Expected Outcome
Student surveys	Via survey 99% of students felt connected to school in 2022-23	We will maintain the rate of students feeling connected to their school to 100% positive response.
Parent surveys	Via survey 98% of parents felt connected to school in 2022-23	We will maintain the rate of parents feeling connected to their school to 98% positive response.
Chronic Absenteeism: Percent of "All Students" absent more than 10% of the school year	In 2022-23, only 2% of all students were chronically absent, or in this case, did not complete assignments on time	No more than 1% of all students will be chronically absent.
Parent participation and engagement	Establish baseline of parent participation in school wide engagement.	50% of parents contribute to community events/offerings

### Planned Strategies/Activities

#### Strategy/Activity 1

Increase parent participation in opportunities for enrichment and community offerings

#### Students to be Served by this Strategy/Activity

All students

### Timeline

2023-24 academic year

### Person(s) Responsible

Site Administration, staff, parents

### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	450
<b>Source</b>	LCFF - Base
<b>Budget Reference</b>	4000-4999: Books And Supplies
<b>Description</b>	Books and materials for enrichment offerings

### Strategy/Activity 2

Offer clay studio supervision and supplies

### Students to be Served by this Strategy/Activity

All students will be offered this opportunity

### Timeline

Ongoing

### Person(s) Responsible

Staff, admin

### Proposed Expenditures for this Strategy/Activity

<b>Amount</b>	1100
<b>Source</b>	Parcel Tax
<b>Budget Reference</b>	2000-2999: Classified Personnel Salaries
<b>Description</b>	Enrichment teacher offerings
<b>Amount</b>	15,912
<b>Source</b>	Other
<b>Budget Reference</b>	2000-2999: Classified Personnel Salaries
<b>Description</b>	Enrichment teacher offerings from Prop 28 funds

### Strategy/Activity 3

### Students to be Served by this Strategy/Activity

### Timeline

## Person(s) Responsible

### Proposed Expenditures for this Strategy/Activity

Source	None Specified
Budget Reference	None Specified

## Strategy/Activity 4

Provide ceramics and theater instruction to students of all ages once a week in order to build community and a sense of belonging for students and families.

### Students to be Served by this Strategy/Activity

All students

### Timeline

Ongoing in 2022-23

## Person(s) Responsible

Site Administration, staff

### Proposed Expenditures for this Strategy/Activity

Amount	2500
Source	Parcel Tax
Budget Reference	2000-2999: Classified Personnel Salaries
Description	Parcel tax will fund clay teacher once a week at AFE
Amount	3500
Source	LCFF - Supplemental
Budget Reference	2000-2999: Classified Personnel Salaries
Description	Funding for enrichment teacher

## Strategy/Activity 5

Access to social/emotional counseling for k-12 grade students.

### Students to be Served by this Strategy/Activity

Students of concern

### Timeline

ongoing

## Person(s) Responsible

admin/staff

### Proposed Expenditures for this Strategy/Activity

**Source**

None Specified

**Budget Reference**

None Specified

# Goals, Strategies, & Proposed Expenditures

## Goal 4

### Subject

### Goal Statement

### LCAP Goal

### Basis for this Goal

### Expected Annual Measurable Outcomes

Metric/Indicator

Baseline

Expected Outcome

### Planned Strategies/Activities

#### Strategy/Activity 1

Students to be Served by this Strategy/Activity

Timeline

Person(s) Responsible

Proposed Expenditures for this Strategy/Activity

# Goals, Strategies, & Proposed Expenditures

## Goal 5

### Subject

### Goal Statement

### LCAP Goal

### Basis for this Goal

### Expected Annual Measurable Outcomes

Metric/Indicator

Baseline

Expected Outcome

### Planned Strategies/Activities

#### Strategy/Activity 1

Students to be Served by this Strategy/Activity

Timeline

Person(s) Responsible

Proposed Expenditures for this Strategy/Activity

# Annual Review and Update

SPSA Year Reviewed: 2022-23

## Goal 1

All students will make academic literacy growth.

## Annual Measurable Outcomes

Metric/Indicator	Expected Outcomes	Actual Outcomes
Growth on Developmental Writing rubrics of 4-8th grade students	Increase percentage of students making at least one year growth to 80%.	57%
On track for completion of CCAP writing requirement	Maintain or increase percentage of students making adequate progress towards completion of CCAP requirements at 96%.	94%
Credit completion rates for high school students	Maintain percentage of students making adequate progress towards graduation credit requirements at 100%.	100%
Growth on Developmental Reading rubrics of 3rd-8th grade students	Increase percentage of 3rd-8th grade students that will make at least one year growth to at least 80%.	59%
Growth in MAP Reading	MAP Reading Scores - 80% of students will make at least one year's progress on the MAP Reading assessment.	40%
Growth on CCAP Writing rubrics of 9-12th grade students		

## Strategies/Activities for Goal 1

Planned Actions/Services	Actual Actions/Services
A Tier 1 Academic Literacy school wide focus for the 2022-23 school year is on writing in all content areas. We will do this by focusing our year long site PD on scaffolding and supporting students with different types of academic writing by standardizing evaluation practices on writing rubrics in each writing type, leveling anchor papers for each grade span during PLC work for the High School program.	This work was begun and will be continued in 23-24
Short term project for classified staff to inventory, replenish Resource Center curriculum and instructional materials, managing influx of new instructional materials.	This is ongoing work in response to student learning needs
Increase the diversity of materials available in the Resource Center	This is ongoing work in response to student learning needs



**Planned  
Actions/Services**

In PLC meetings, staff will review skills and concepts in the reading rubric continuum, and strategically plan direct instruction into teacher-led enrichment classes, as appropriate.

**Actual  
Actions/Services**

This work was begun and will be continued in 23-24

**Analysis**

Describe the overall implementation of the strategies/activities to achieve the articulated goal.

All of the intended activities were implemented within the time and budget expectations

Describe the overall effectiveness of the strategies/activities to achieve the articulated goal as measured by the school.

High school students are meeting outcome data expectations more than elementary students.

Explain any material differences between the Proposed Expenditures and Estimated Actual Expenditures.

All of the intended activities were implemented within the time and budget expectations

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

Staff will increase opportunities for parent education and participation in literacy and other content areas

# Annual Review and Update

SPSA Year Reviewed: 2022-23

## Goal 2

All students who are taking math will make mathematics growth.

## Annual Measurable Outcomes

Metric/Indicator	Expected Outcomes	Actual Outcomes
A combination of MAP growth and/or paper-based assessment, and work samples demonstrate overall achievement in mathematics for 3rd-11th grade students	Increase percentage of all students achieving growth from fall to spring in mathematics to 90%	53%
Math requirements	98% of students will complete Math 1 by 11th grade or within two years of beginning that curriculum	89%

## Strategies/Activities for Goal 2

Planned Actions/Services	Actual Actions/Services
After a deep dive into math practices and applications that are aligned with CCSS, staff will develop a parent education program about the eight math practices.	Staff offered a parent education night that had very low attendance so no other offerings occurred
Consumable materials for Resource Center to support student learning in the home and school environments (i.e. games, manipulatives, workbooks)	Resource Center materials were purchased and processed for check out within time and budget expectations
Professional learning related to Independent Studies.	Staff attended CCIS conferences and webinars to ensure compliance with Ed Code

## Analysis

Describe the overall implementation of the strategies/activities to achieve the articulated goal.

Math parent education was not as successful as we had hoped. See below for adjustments in 23-24

Describe the overall effectiveness of the strategies/activities to achieve the articulated goal as measured by the school.

High school students made overall progress toward meeting math goals.

Explain any material differences between the Proposed Expenditures and Estimated Actual Expenditures.

All activities were carried out within time and budget expectations

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

In consultation with staff, consultant will develop Math Instruction and Intervention program which includes:

- defining the scope and sequence of the program
- recruiting and supporting tutors for elementary, middle and high school levels of math
- building a resource list of math supports for high school students provide professional development for parents about the importance of daily math practice

# Annual Review and Update

SPSA Year Reviewed: 2022-23

## Goal 3

All students will feel connected to their school. Improve students' feelings of well-being, safety, and community through implementation of Restorative Justice principles and practices, and tenets and practices of Trauma-informed schools.

## Annual Measurable Outcomes

Metric/Indicator	Expected Outcomes	Actual Outcomes
Student surveys	We will maintain the rate of students feeling connected to their school to 100% positive response.	99%
Parent surveys	We will maintain or increase the rate of parents feeling connected to their school to 97% positive response.	98%
Chronic Absenteeism: Percent of "All Students" absent more than 10% of the school year	No more than 1% of all students will be chronically absent.	2%

## Strategies/Activities for Goal 3

Planned Actions/Services	Actual Actions/Services
Consultant services to provide training for staff about how to have anti-racist conversations and actions regarding students and families of marginalized groups. We will begin by learning to conduct empathy interviews and surveys for parents and students, focusing on the input of families from marginalized groups to help guide policy and programmatic decisions.	Staff and parent surveys reflected less urgency in 22-23. Instead, staff devoted PLC time to Anti-Bias training by internal staff
Improve students' feelings of well-being, safety, and community through implementation of tenets and practices of Trauma-informed schools and Restorative Justice with consultant that specializes in TINS.	All staff attended four sessions of Trauma-Informed practices PD
The staff will attend the Caliciano Symposium- Topic to be announced.	Staff attended the Symposium whose focus was on issues related to adolescent suicide
Provide ceramics and theater instruction to students of all ages once a week in order to build community and a sense of belonging for students and families.	Enrichment was offered to all students
Access to social/emotional counseling for k-12 grade students.	Four AFE students were referred to mental health or social emotional counselors funded by other BSSC programs

## Analysis

Describe the overall implementation of the strategies/activities to achieve the articulated goal.

Student and parent surveys reflect high degrees of satisfaction with all facets of the school experience

Describe the overall effectiveness of the strategies/activities to achieve the articulated goal as measured by the school.

Attendance and engagement are rather high

Explain any material differences between the Proposed Expenditures and Estimated Actual Expenditures.

All of the activities were carried out within time and budget expectations

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

AFE will increase enrichment offerings with Prop 28 funding in 23-24

# Annual Review and Update

SPSA Year Reviewed: 2022-23

## Goal 4

## Annual Measurable Outcomes

Metric/Indicator

Expected Outcomes

Actual Outcomes

## Strategies/Activities for Goal 4

Planned  
Actions/Services

Actual  
Actions/Services

## Analysis

Describe the overall implementation of the strategies/activities to achieve the articulated goal.

Describe the overall effectiveness of the strategies/activities to achieve the articulated goal as measured by the school.

Explain any material differences between the Proposed Expenditures and Estimated Actual Expenditures.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

# Annual Review and Update

SPSA Year Reviewed: 2022-23

## Goal 5

## Annual Measurable Outcomes

Metric/Indicator

Expected Outcomes

Actual Outcomes

## Strategies/Activities for Goal 5

Planned  
Actions/Services

Actual  
Actions/Services

## Analysis

Describe the overall implementation of the strategies/activities to achieve the articulated goal.

Describe the overall effectiveness of the strategies/activities to achieve the articulated goal as measured by the school.

Explain any material differences between the Proposed Expenditures and Estimated Actual Expenditures.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

# Budget Summary and Consolidation

The Budget Summary is required for schools funded through the ConApp. The Consolidation of Funds is required for a school receiving funds allocated through the ConApp and consolidating those funds as part of a schoolwide program.

## Budget Summary

Description	Amount
Total Funds Provided to the School Through the Consolidated Application	
Total Funds Budgeted for Strategies to Meet the Goals in the SPSA	44,862.00

## Allocations by Funding Source

Funding Source	Amount	Balance
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## Expenditures by Funding Source

Funding Source	Amount
LCFF - Base	4,400.00
LCFF - Supplemental	20,950.00
Other	15,912.00
Parcel Tax	3,600.00

## Expenditures by Budget Reference

Budget Reference	Amount
1000-1999: Certificated Personnel Salaries	500.00
2000-2999: Classified Personnel Salaries	37,012.00
4000-4999: Books And Supplies	1,350.00
5800: Professional/Consulting Services And Operating Expenditures	6,000.00

## Expenditures by Budget Reference and Funding Source

Budget Reference	Funding Source	Amount
1000-1999: Certificated Personnel Salaries	LCFF - Base	500.00
2000-2999: Classified Personnel Salaries	LCFF - Base	3,000.00
4000-4999: Books And Supplies	LCFF - Base	900.00
2000-2999: Classified Personnel Salaries	LCFF - Supplemental	14,500.00
4000-4999: Books And Supplies	LCFF - Supplemental	450.00
5800: Professional/Consulting Services And Operating Expenditures	LCFF - Supplemental	6,000.00
2000-2999: Classified Personnel Salaries	Other	15,912.00
2000-2999: Classified Personnel Salaries	Parcel Tax	3,600.00

# School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

- 1 School Principal
- 3 Classroom Teachers
- 1 Other School Staff
- 3 Parent or Community Members
- 0 Secondary Students

Name of Members	Role
Michelle McKinney	Principal
Zack Garban	Classroom Teacher
Maria Diaz Perez	Classroom Teacher
Amelia von Gerer	Classroom Teacher
Gail Mabrouk	Other School Staff
Deutron Kebebu	Parent or Community Member
Michelle Easter	Parent or Community Member
Fran Wisnowski	Parent or Community Member
	Secondary Student

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

# Recommendations and Assurances

The School Site Council (SSC) recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the School Plan for Student Achievement (SPSA) requiring board approval.

The SSC sought and considered all recommendations from the following groups or committees before adopting this plan:

**Signature**


**Committee or Advisory Group Name**

The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

This SPSA was adopted by the SSC at a public meeting on May 6, 2023.

Attested:



Principal, Michelle McKinney on June 6, 2023



SSC Chairperson, Michelle Easter on June 6, 2023

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** New Business: Newcomer English Language Development Curriculum Adoption - Secondary

**MEETING DATE:** June 14, 2023

**FROM:** Dorothy Cotio, Assistant Superintendent of Educational Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the adoption of Get Ready!, a newcomer English Language Development for secondary students (grades 6-12) curriculum.

**BACKGROUND:**

The current designated ELD curriculum for secondary students in SCCS was adopted 5-15 years ago, depending on the course. While these curricula meet the needs of students who are at the emerging, expanding and bridging levels of language acquisition, they do not, however, meet the unique needs of newcomers who are in the pre-, early-, and emerging stages of language acquisition. The identification of this need is in alignment with the U.S. Department of Education's Newcomer Toolkit, which strongly recommends that designated programs for newcomers are designed specifically to meet their unique needs.

In June of 2021, curriculum was reviewed with English Language Development teachers, site admin, and the County Office of Education English Language Development Specialist, and it was unanimously decided to pilot Get Ready! from Vista Higher Learning. This is the newest and most comprehensive, standards-based curriculum available that has been developed to specifically address the unique needs of middle and high school Newcomer English Language Learners. GetReady! is a yearlong program available for grades 6-8 and 9-12 that engage students with age-appropriate, motivating communicative presentations as well as literary and informational text and connecting lessons in science, social studies, math, music, and the arts.

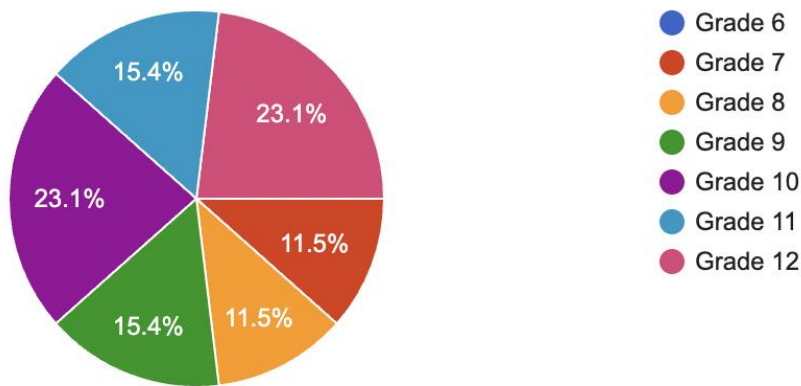
The pilot spanned two school years as there were changes in Newcomer English Language Development teachers during the 21-22 school year. The newcomer teacher at each of the pilot sites (Branciforte Middle, Harbor High and Santa Cruz High) committed to piloting at least two units and to using as many digital components of the program as possible. Teachers received training and participated in mid pilot check in meetings with the SCCS English Language Development Teacher On Special Assignment. At the end of the pilot, the SCCS English Language Development Teacher On Special Assignment solicited teacher feedback, and designed a student feedback survey that teachers then gave students to gather their feedback on the GetReady! curriculum.

**AGENDA ITEM: 9.2.1.2**

At the conclusion of our piloting process, teachers unanimously agreed that GetReady! is a strong, standards-based curriculum that meets the unique needs of our Newcomer English Language Development students in grades 6-12. A summary of the GetReady! curriculum strengths are outlined below.

#### What students said about the curriculum

- On a scale of 1 to 4 with 4 being the highest, 60% of students surveyed gave GetReady! a “4” and 30% gave it a “3”
- Many students cited the illustrations, photos, videos and audio as very helpful and supportive of their learning.
- Many students cited the reinforcement of learning that the exercises in the practice book and the online platform offer.
- Many students cited the content as being approachable and the feelings of success they experienced during these units.
- When asked what they did not like about the curriculum, 92% of students answered “nothing” or “I like everything about it.” The 8% who offered criticism cited not being able to write in the coursebooks as their only criticism.
- Students in grades 6-12 were surveyed. The pie chart below shows a breakdown of percentage of students in each grade level who responded to the survey:



#### Strengths of the Curriculum (based on teacher & student feedback)

- The curriculum is standards-aligned and employs a number of high-impact strategies.
- Clear scope and sequence and suggested pacing guide with timing for each component.
- It introduces students to the Roman alphabet, promotes phonemic awareness, introduces social and academic vocabulary as well as English mechanics.
- It engages students in speaking, listening, reading and writing multiple times in each unit.
- The audio and video components in addition to the visuals are an essential feature of the curriculum.

- The online platform contains rich content that offers additional opportunities for practice and reinforcement as well as for enrichment.

**Additional Curricular Needs to Supplement GetReady!:**

- GetReady! offers 10 units. Teachers recommend teaching the core content of the first 6-7 units in the first semester. Therefore, teachers will need to work with the ELD TOSA to find additional curricular resources and plan units for the second semester.
- Newcomer teachers from each secondary site will need to collaborate with the ELD TOSA to 1) map essential vocabulary and phrases for each GetReady! unit, 2) map the Part 2 ELD standards in more detail in each unit and 3) incorporate practice test items that mirror ELPAC tasks into the first 6-7 units.

**Monitoring and Evaluation of Implementation & Effectiveness of Curriculum**

- Walkthrough data collection
- ELPAC growth data of Newcomers
- iReady/MAP growth data of Newcomers

**FISCAL IMPACT:**

\$15,137, LCFF Base, Unrestricted (6 year curriculum license)



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This work is in direct support of the following District goals and their corresponding metrics:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.



# Newcomer English Language Development Secondary Curriculum Adoption

June 14, 2023



# Quick Facts about Secondary Newcomers

- A “Newcomer” is an English Learner living in the United States fewer than 3 years
- Of 314 secondary English Learners, 60 are Newcomers
- Newcomer English Language Development courses held at Branciforte Middle & Harbor High
- Adoption is first Newcomer specific curriculum



# Newcomer Curriculum Adoption Process

- Curriculum review began in June 2021 led by the County Office English Language Specialist
- 3 teachers piloted (Branciforte Middle, Harbor High & Santa Cruz High)
- Student input gathered through class discussion & a survey
- Unanimous agreement to adopt the *Get Ready!* curriculum



# Strengths of the Curriculum

- Standards-aligned & employs a number of high-impact strategies
- Clear scope & sequence & suggested pacing guide
- Introduces students to:
  - Roman alphabet
  - phonemic awareness
  - social and academic vocabulary
  - English grammar mechanics
- Includes speaking, listening, reading & writing activities throughout each unit
- Effective visuals, audio, & video
- Engaging online platform & offers rich additional practice and reinforcement

# Implementation Needs

- Create units for second semester to augment the curriculum (2/3 of *Get Ready!* will be taught during first semester)
- Map essential vocabulary and phrases for each *GetReady!* unit
- Map the Part 2 ELD standards in more detail in each unit
- Incorporate practice test items that mirror English Learner Proficiency Assessments of California (ELPAC) tasks into the first 6-7 units.



# Monitoring & Evaluation

- Walkthrough data collection
- English Learner Proficiency Assessments for California (ELPAC) growth data of Newcomers
- iReady/Measures of Academic Progress (MAP) growth data of Newcomers



**Staff Recommendation: Approve the**  
***GetReady!* Curriculum for our Newcomer**  
**English Learners.**





# Questions?



## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Staff Report: Local Control Accountability Plan Local Indicators

**MEETING DATE:** June 14, 2023

**FROM:** Dorothy Coito, Assistant Superintendent of Educational Services

**THROUGH:** Kris Munro, Superintendent

### **RECOMMENDATION:**

Approve the Santa Cruz City Schools 2022-2023 Local Control Accountability Plan Local Indicators.

### **BACKGROUND:**

The State Board of Education (SBE) approved standards for the local indicators that support a local educational agency (LEA) in measuring and reporting progress within the appropriate priority area. The approved performance standards require an LEA to:

- Annually measure its progress in meeting the requirements of the specific LCFF Priority.
- Report the results as part of a non-consent item at a regularly scheduled public meeting of the local governing board/body in conjunction with the adoption of the LCAP.
- Report results to the public through the Dashboard utilizing the State Board of Education-adopted self-reflection tools for each local indicator.

This annual compliance report is completed in the Fall, and coincides with the 23-24 LCAP approval.

The Local Indicators are as follows:

Priority 1: Basic Conditions at School

Priority 2: Implementation of State Academic Standards

Priority 3: Parent and Family Engagement

Priority 6: School Climate

Priority 7: Access to a Broad Course of Study

An LEA uses the State Board of Education-adopted self-reflection tools to report its progress through the Dashboard. For each of the Local Indicators, Santa Cruz City Schools has compiled

**AGENDA: 9.2.1.3**

evidence to substantiate meeting the criteria for each Indicator, including site Facility Inspection Tool facility reports, implementation of local assessments, evaluation of instructional materials, master schedule offerings, completion of Social Emotional Health surveys and calendared family webinars and meetings throughout the 23-24 school year.

**Priority 1: Basic Conditions of Schools**

The LEA annually measures its progress in meeting the Williams settlement requirements at 100% at all of its school sites, as applicable, and promptly addresses any complaints or other deficiencies identified throughout the academic year, as applicable; the LEA then reports the results to its local governing board at a regularly scheduled meeting and to reports to stakeholders and the public through the Dashboard.

**Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)**

<b>Elementary Teachers</b>	<b>Number</b>	<b>Percent</b>
Misassignments of Teachers of English Learners	<b>0</b>	<b>0.00%</b>
Total Teacher Misassignments	<b>1</b>	<b>0.01%</b>
Vacant Teacher Positions	<b>0</b>	<b>0.00%</b>

<b>Middle School Teachers</b>	<b>Number</b>	<b>Percent</b>
Misassignments of Teachers of English Learners	<b>0</b>	<b>0.00%</b>
Total Teacher Misassignments	<b>3</b>	<b>0.05%</b>
Vacant Teacher Positions	<b>0</b>	<b>0.00%</b>

High School Teachers	Number	Percent
Misassignments of Teachers of English Learners	0	0.00%
Total Teacher Misassignments	5	0.03%
Vacant Teacher Positions	0	0.00%

It is important to note that the state required districts to report credentialing data from 2020-2021 on the current School Dashboard. These misassignments were due to various reasons including partially credentialed teachers, permits for teachers that are needed to teach in hard-to-fill positions and last minute resignations.

**Student Curriculum Access**

**Elementary:** 0% of students were without access to curriculum

**Secondary:** 0% of students were without access to curriculum

**Facilities**

Each year, every site is inspected in eight areas: Systems (Gas, HVA, Mech, Sewer), Interior, Cleanliness, Electrical, Restroom, Safety, Structural and External. Schools are given a rating of poor, fair, or good in each of these eight instances, and then schools are given an overall rating that is “good”, “fair” or “poor.”

“Good” is defined as “The school is maintained in food repair with a number of non-critical deficiencies noted. These deficiencies are isolated, and /or resulting from minor wear and tear, and/or in the process of being mitigated.”

All 10 SCCS school sites had a “good” overall rating per FIT (Facility Inspection Tool) reports in November, 2022 (these ratings were included in our most recent School Accountability Report Cards (SARCs).

**Priority 2: Implementation of State Academic Standards**

**Elementary**

The following is an assessment of Santa Cruz City Schools' implementation of the Common Core State Standards in each content standard area:

English Language Arts: Our elementary teachers have Common Core aligned lessons. Elementary schools use *Benchmark Workshop*, a Common Core aligned English Language Arts adoption that includes lessons in Readers Workshop, Writers Workshop and Phonics Workshop.

English Language Development: All English Language Development teachers have received professional development regarding the English Language Development standards and have implemented these into their instruction. All schools in the district have agreed to focus on moving towards an Integrated English Language Development approach over the next five years, meaning English Language Development standards, instructional strategies, and scaffolds and supports are used in all content areas by all teachers throughout the school. The district is currently planning on professional development and continued implementation of Integrated English Language Development. The English Language Arts Adoption, *Benchmark Workshop*, contains a specific component, *Advanced Language Learning*, that is designed to be used with English Learner students in small group instruction.

Mathematics: Santa Cruz City elementary schools are in year eight of Common Core State Standards curriculum and instruction using the Eureka Mathematics program. With the addition of a 1.0 Math RtI Coordinator in 21-22, there has been a focus on professional development in math workshops, number talks, and power standards monitoring.

Next Generation Science Standards: Santa Cruz City elementary schools are in year seven of Next Generation Science Standards implementation. Teachers use the Full Option Science System Next Generation Science (FOSS) Kits for hands-on exploration in the classroom.

History-Social Science: In the 22-23 school year, there was a full pilot of History Social Science curriculum. The consensus was to adopt Teacher Curriculum Institute (TCI) *Social Studies Alive!* The curriculum will be implemented in the 23-24 school year.

Visual and Performing Arts: The district's credentialed visual and performing arts teachers follow the standards for their content area as well as the district curriculum master plan and are integrating integrated English Language Development into their respective courses. All elementary children receive art classes. Students in grade 3rd - 5th have music instruction and the ability to be a member of the band program.

## **Secondary**

A Secondary Landing Page was developed for each core content area that shows district-identified Priority Standards and common assessments aligned to Common Core standards.

English Language Arts: Both Middle and High school English Language Arts teachers have Common Core aligned lessons and Scope and Sequences. The middle schools have implemented a district middle school Common Core State Standards aligned curriculum map for each grade level. In addition, district middle school writing assessments modeled after CAASPP Performance Tasks have been implemented at each grade level.

English Language Development: All English Language Development teachers have received professional development regarding the English Language Development standards and have implemented these into their instruction. All schools in the district have agreed to focus on implementing Integrated English Language Development instructional strategies into each content area, specifically focusing parts of each lesson on the English Language Development standards. Instructional scaffolds and supports that specifically provide support for English Learners are used in all content areas by all teachers throughout the district. Additionally, a new Newcomer ELD curriculum will be implemented in the 23-24 school year.

Mathematics: Santa Cruz City Schools middle schools are in year nine and high school is in year seven of College Preparatory Mathematics (CPM) aligned Common Core State Standards curriculum and instruction. Every summer and during the school year math teachers participate in College Preparatory Mathematics and/or Silicon Valley Mathematics Initiative (SVMI) math training that is focused on Common Core State Standards. Additionally, teachers will participate in CPM training in August, 2023.

Next Generation Science Standards: Santa Cruz City Schools has fully implemented the Next Generation Science Standards and standards aligned curriculum in every grade level and course. The science Curriculum & Assessment team has worked to create common district assessments in each content area.

History-Social Science: All secondary History-Social Science teachers have implemented a newly updated standards and framework aligned curriculum.

Career Technical Education: Career Technical Education teachers and classes are aligned to the outlined state descriptions and teachers are working to incorporate the necessary Leadership standards. Santa Cruz City Schools are building as many Career Technical Education pathways as funds and instructors allow.

Health Education, Physical Education, Visual and Performing Arts, and World Language standards are followed in each of their respective courses.

### **Priority 3:**

The following actions detail our work on maintaining strong communication and partnerships with our diverse community.

#### We have:

- redesigned all school site bond webpages, as well as the general bond homepage, and continue to input a backlog of documentation on redesigned archive pages built with a goal of accessibility.
- continued to update websites, expand regular management, and designate, train & support on-site webmasters at each of the sites.
- continued to make bond goals/progress/details accessible.
- audited each department's section & to ensure high-priority information is prominent, accessible & up to date.
- Worked to design updated web pages for each district department.
- developed Weekly Video Updates & Student Life Features and have used this platform to highlight bond projects around the district including: new fields, water stewardship efforts, green energy efforts, campus modernization & beautification.
- highlighted the district's mental & emotional health support efforts, computer science education, student enrichment opportunities, substance use prevention programs, equality & inclusion initiatives, peer tutoring and community COVID support efforts including testing, vaccination & education.
- began to utilize the archive of school-based segments and interviews from the weekly video "features" to provide school-specific content to be used on websites and in materials going forward.

**Family webinars occurred throughout the school year.** Video updates occurred weekly. Our weekly video updates showed strong viewership:

- the highest viewership in a single week was 7,947
- the highest single video viewership was 4,000

In 21-22, we also developed Budget Presentations to educate the community on school funding, the allocation of COVID resources, and the progress of our BOND investment from A&B. We're currently building animated videos summarizing these presentations. We have also added graphs to support the Parcel Tax Oversight Committee showing the percentage of dollars to the overall budget.

We have also focused on reaching out to all educational partners, including those who are prospective district families. This is especially important to us as we work to address declining

enrollment. Actions included developing promotional literature for January Open Houses at middle school and high school and for mailings to incoming secondary families, and we also ran advertisements in The Good Times and the Santa Cruz Sentinel announcing enrollment for TK/K. Promotional flyers accompanied these advertisements.

We also worked more closely with local preschools to share information about our TK & K programs, and our enrollment window and process. To support parent education surrounding the programs, opportunities and supports offered to our students, we hosted informational webinars for incoming Elementary, Middle and High school families. We reached out to families in our feeder districts as well as at local preschools to direct traffic to these webinars, and we then posted and shared recordings of these webinars and included QR code links to these presentations on all of the grade-level literature distributed to families.

We also expanded availability at all of our school sites for tours & meetings with administration, ensuring all Elementary schools offered a TK/K info night and communicated clear protocols for requesting tours in our handouts, our presentations and even in advertisements in the Good Times and Growing Up Santa Cruz.

We also tabled at local events like Kids Day Downtown and Senderos' Guelaguetza, handing out literature and answering questions for parents entering our TK/K, Middle & High schools.

Parent education opportunities are also provided at both the site and district level -- One example is the annual Latino Role Models Conference sponsored in concert with Senderos. This inspiring event, conducted all in Spanish, provides parent education on college admissions, A-G completion, financial aid, and more. Another example is our weekly parent networking and support meetings on Tuesday evenings in partnership with Positive Discipline Community Resources. These meetings provided parents with tips and tools to help their students such as: how to manage distance learning and screen time, improving communication between parents and children, time management, relieving stress and mindfulness, exploring parenting styles, positive behavior and setting goals, etc.

Santa Cruz City Schools also gathered input from a variety of stakeholders to inform the 2023-2024 Local Control Accountability Plan January through May 2023. Throughout the school year, SCCS gathered input from families, students and staff. Using a variety of tools, we were able to garner input from all groups. Our stakeholder input process included the following:

- LCAP Family, Student and Staff Surveys
- District Advisory Committee Meetings
- Greater Santa Cruz Federation of Teacher (GSCFT)
- District English Language Advisory Committee (DELAC) LCAP Input Meeting
- Superintendent's Student Advisory on Race & Equity LCAP Input Meeting
- Parent Leader LCAP Input Meeting



- Parent Leader Dinner Meetings
- District Budget Advisory Committee LCAP Input Meeting
- LCAP Input Sessions in Middle and High School AVID and Leadership Classes
- Principal and Assistant Principal LCAP Input Meetings

Our families, students and staff have continued to identify counseling, social emotional support and math support as continued areas of need. As a result, we have maintained a full-time Math Rtl Coordinator at elementary and a full-time Social Emotional Counselor at each secondary site.

Other actions based on educational partner input include additional Newcomer ELD classes, the transition to the California College Guidance Initiative college navigation platform, additional training for elementary playground coaches and increased professional development in ELD best practices. Additionally, parent education to support successful parenting strategies and respond to substance use and vaping are planned, as well as student training on Title IX, active consent, vaping and substance use.

2022-2023 LCAP Family Annual Survey Results:

I participate in parent education offerings (classes, workshops and/or events): 17%

I feel that my child is appropriately challenged in school: 72%

I feel that my child's school recognizes and values student accomplishments: 78%

When academics are challenging, I feel that my child's school supports my child to do better and improve: 73%

My child's school and the district seek my input and ideas in decision making - "regularly - always": 58%

When I contact my child's school, I receive courteous attention. "regularly - always." 85%

I receive sufficient information regarding my child's education program, progress and needs. "regularly - always" 77%

1,664 respondents

#### **Priority 6:**

Santa Cruz City Schools continues to monitor students' social emotional health through teacher observation, ThoughtExchanges, individual student empathy interviews, through social emotional referrals from staff, through the Social Emotional Health Survey and through our annual student LCAP input survey.

Each year the Social Emotional Health Survey designed by University of California, Santa Barbara is administered to 4th-10th graders. The data received from this survey helps schools meet individual student emotional needs as well as get a pulse on the strengths and

weaknesses of their school climate and culture. The LCAP survey serves to gauge students' feelings on the effectiveness of academic support at their sites.

#### Social Emotional Health Survey--Strongly Agree and Agree

##### Elementary Survey Data:

"I feel thankful for my school": 83%

"I feel thankful that my teachers are nice": 93%

##### Secondary Survey Data:

"I am satisfied / very satisfied with my school experience": 47%

"On most days I feel enthusiastic": 46%

"I feel I belong to a community": 51%

#### 2022-2023

##### Elementary Survey Data:

"I feel thankful for my school": 84%

"I feel thankful that my teachers are nice": 93%

##### Secondary Survey Data:

"I am satisfied / very satisfied with my school experience": 47%

"On most days, I feel my life has a sense of direction and meaning": 47%

"I feel like I am part of my school": 50%

#### 2022-2023 Elementary Student LCAP Survey

"I feel connected and engaged with school": 86%

"I feel that the school recognizes and values student accomplishments": 93%

"When I have problems or challenges, I feel there are adults at the school to help and support me": 82%

"I feel that teachers and administrators care about all students": 92%

##### Secondary Student LCAP Survey:

"I feel connected and engaged at school": 61%

"I feel that the school recognizes and values student accomplishments": 57%

"When I have problems or challenges, I feel there are adults at the school to help and support me": 61%

"I feel that teachers and administrators care about all students": 59%

Elementary student answers from the Social Emotional Health survey show positive attitudes towards school with 86% of students feeling thankful for their school; and 96% feeling thankful that their teachers are “nice” (these percentages remained steady from 2020).

Secondary students also showed some bright spots on the Social Emotional Health survey in the areas of friendship, gratitude and optimism:

"I would describe my satisfaction with friendships as very satisfactory or satisfactory": 77%

"I am thankful for so much in my life": 90% felt this way often

"Overall, I expect more good things to happen to than bad things": 63% felt this way often

Social Emotional programs and systems are an integral part of our MTSS efforts TK-12. These programs support all students and are research-based and data-driven.

-TK - 5: Programs at this grade span include the Second Step Curriculum (instruction in social and emotional learning, i.e. empathy and emotion management), and Positive Behavioral Intervention and Supports or PBIS (a schoolwide, universal system in which students learn behavioral expectations and are recognized for positive behavior). Another program, Zones of Regulation, is a framework to support emotional regulation.

-6 - 8: Positive Behavioral Intervention and Supports (PBIS) and Trauma Informed Practices

-9 - 12: Programs at the high school include Restorative Practices and Trauma Informed Practices. Restorative Practices include a set of principles and practices that build community and restore relationships when harm has occurred. These practices support and complement current school initiatives and can be used to positively impact school culture, discipline, and academic needs. Trauma Informed Practices address chronic stress and trauma, and self care and regulation. These practices include trauma sensitive schoolwide protocols and classroom instruction.

-Social Emotional Health Counselors (Tiers 1 & 2)

-Counselor Classroom Presentations / Lessons

-Classroom Accommodations and Flexibility

-Secondary Mindfulness Activities

-Student Study Team (SST) referrals to determine targeted accommodations

-Student counseling referral forms available for all staff with a protocol for counselor response

Tier 2 Social Emotional Programs and Systems

Tier 2 programs and systems are in place to provide more individualized support to students who need more than they are receiving in Tier 1.

-Social Emotional Health Counselors (Tiers 1 & 2)

-Site Attendance Review Teams collaboration with social workers

**AGENDA: 9.2.1.3**

- Counselor one-on-one guidance
- Small group counseling
- Social Emotional Health Survey Student Protocol (students are identified for intervention if answers indicate a critical need)
- Outreach to students impacted by COVID-19
- School Community Coordinators outreach
- Parent Network support classes

### Tier 3 Social Emotional Programs and Systems

Tier 3 programs and systems are provided to individual students and deliver a more individualized approach than is available in Tier 2.

- Social Worker, interns outreach, support and home visits
- Referral to Encompass Community Services for intensive therapeutic counseling for students and families
- Referrals to other community organizations such as NAMI, Family Service Agency, Community Action Board, etc.

The following measures allow the district to determine student needs as well as provide both progress monitoring and data regarding program effectiveness.

- Social Emotional Health Survey Student Wellness Survey
- LCAP Student Survey and ThoughtExchange feedback
- Student Empathy Interviews
- California Healthy Kids Survey
- Suspension and Attendance Dashboard Indicators
- Behavioral referral data
- Social Emotional referral data

### **Priority 7:**

#### **Elementary**

All students in elementary school (TK-5) participate in a rich and broad course of study. Elementary classroom schedules for core academics (literacy, mathematics, science, history/social studies, English language development, and physical education) and schoolwide schedules for special classes (library, art, music, and life lab) reflect that every student participates in these special classes. Special education schedules, such as resource support, speech, and adaptive physical education, also reflect that students are not pulled out for services during core academic times nor special enrichment classes.

In literacy, the district has implemented a district wide English Language Arts adoption *Benchmark Workshop*. In this program, students have literacy blocks that include direct instruction and independent work time. Staff pushes into literacy blocks to give differentiated support to students, so no student is removed from direct instruction. Mathematics is taught daily and incorporates language routines and differentiated supports to provide instruction to a variety of levels. All students receive a minimum of 200 minutes of physical education every two weeks. Science, History/Social Studies, and English Language Development are all taught during the school day, either by the classroom teacher or on a rotation to allow teachers to specialize (for example, one teacher may teach a particular science unit to all classes at that grade level.) All students receive special classes taught by credentialed teachers in art, music, and library science. Students also receive hands-on science curriculum in the Life Lab gardens, taught by classified staff.

## **Secondary**

Course enrollment data, class grade data, and schedule and transcript audits at the secondary level are used to ensure all students are enrolled in a broad course of study at both the middle and high school grade spans. At high school, the graduation rate data is also used to ensure all students are enrolled in a broad course of study, as the graduation requirements make it compulsory for all students to take a broad course of study. This data is disaggregated based on race/ethnicity, English language proficiency, students with disabilities, gender, and low income.

English Language Arts:

Middle Schools' broad course of study includes courses at each grade level in the following content areas:

- English Language Arts
- History Social Sciences
- Science
- Mathematics
- Foreign Language (Spanish 1)
- Physical Education
- Visual and Performing Arts (Art, Band, Choir, and Beginning Music)
- Applied Arts (Woodshop and Coding)

High Schools' broad course of study includes courses in all of the above content areas, as well as many different Applied Arts elective courses, Visual and Performing Arts elective courses, World Language courses, and over thirty different Career and Technical Education courses in fourteen different career pathways.

All middle school students are enrolled in a broad course of study with the exception of some English Learners and students with disabilities not always being able to take an elective (e.g., art, band, woodshop, etc.). The middle schools have been challenged with their ability to enroll English Learners and students with disabilities in Visual and Performing Arts and Applied Arts elective courses due to the fact that they have a 6 period day and these students' elective is either English Language Development or a resource specialist program support class. However, both middle schools have added a zero period PE class, allowing students the option to take 7 periods during the day, which has allowed these students the opportunity to enroll in Visual and Performing Arts or Applied Arts elective classes.

At high school, all students are enrolled in a broad course of study over their four years as most students are graduating with a high school diploma and meeting the graduation requirements, which ensures a broad course of study. A transcript auditing process as well as 4 year planning with students has ensured every high school student is participating in a broad course of study. Additionally, almost every course offered at the high school level is A-G approved, so not only are students enrolled in a broad course of study, but most are enrolled in A-G courses.

**FISCAL IMPACT:**

None

This work is in direct support of the following goals and their corresponding metrics:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Goal #6: SCCS will maintain strong communication and partnerships with its diverse community.



**2023-24**

# **Local Control Accountability Plan Local Indicators Report**

**June 14, 2022**

# Local Indicators



Compliance report



Reports annual measure of progress for each priority



Coincides with final LCAP approval in June



# Local Indicators

Priority 1: Basic Conditions at School

Priority 2: Implementation of State Academic Standards

Priority 3: Parent and Family Engagement

Priority 6: School Climate

Priority 7: Access to a Broad Course of Study



# Priority 1 Basic Conditions

## Elementary

- 0 Teacher Misassignments of English Learners
- 1 Teacher Misassignment
- 0 Vacant Teacher Assignments

## Middle School

- 0 Teacher Misassignments of English Learners
- 3 Teacher Misassignments
- 0 Teacher Vacancies

## High School

- 0 Teacher Misassignments of English Learners
- 5 Teacher Misassignments
- 0 Vacant Teacher Assignments

Missassignments  
of teachers due  
to partially  
credentialed  
teachers &  
permits for  
teachers in hard  
to fill positions



# Priority 1 Basic Conditions

## Curriculum Access

- 0 students in Elementary and Secondary were without access to curriculum

## Facilities Inspection Tool (FIT)

- All 10 sites received a “good” rating



# Priority 2: Implementation of State Academic Standards

## Elementary

- Common Core alignment in all content areas
- All instructional materials are Common Core aligned
- New Common Core Aligned Social Science textbook adoption

## Secondary

- Common Core alignment in all content areas
- All instructional materials are Common Core aligned
- New Common Core-aligned Social Science textbook adoption & implementation
- Newcomer English Learner adoption & implementation in

# Priority 3: Parent and Family Engagement



- Implemented
  - Webinars and Podcasts
  - Family & student surveys
  - Google Classroom
  - Parent Education
  - Ongoing District and Site Parent Meetings
  - Weekly Video Updates
  - Increased family outreach & visibility
- Area of Focus for 23-24
  - Participation of English Learner Families in Site and District Meetings

# Priority 6: School Climate



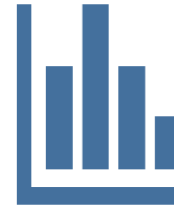
## Implemented

Tiered Supports and Systems (MTSS)

Social Emotional Health Survey

Social Worker and Social Emotional  
Counselors

Positive Behavioral Intervention and  
Supports (PBIS), Restorative  
Practices and Second Step  
Curriculum



## Areas of Focus for 22-23

Increased strategies around student  
engagement & attendance

Positive Behavioral Intervention &  
Supports at High School

Continued Social Emotional Tiered  
Program Districtwide

# Priority 7: Broad Course of Study



Elementary, Middle  
School and High  
School offer:

Core classes  
Electives



Middle School and  
High School offer:

Electives:  
VAPA,  
AVID,  
World  
Languages



High School offers:

Honors and  
Advanced  
Placement  
Classes



# Thank you & Questions





## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** New Business: Local Control Accountability Plan Approval

**MEETING DATE:** June 14, 2023

**FROM:** Dorothy Coito, Assistant Superintendent of Educational Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the Santa Cruz City Schools' 2023-2024 Local Control Accountability Plan.

**BACKGROUND:**

The Local Control Accountability Plan and annual update provide details regarding Local Educational Agencies' actions and expenditures to support pupil outcomes and overall performance pursuant to Education Code sections 52060, 52066, 47605, 47605.5, and 47606.5.

Pursuant to Education Code section 52060, the Local Control Accountability Plan must describe, for the school district and each school within the district, goals and specific actions to achieve those goals for all pupils and each subgroup of pupils identified in Education Code section 52052 (English Learners, Foster Youth, Low-Income), including pupils with disabilities, for each of the state priorities and any locally identified priorities.

On May 31, 2023, the 2023-2024 Local Control and Accountability Plan was presented to the Board Members for review, and a Public Hearing was held to allow public input prior to being submitted for adoption at this meeting. After Board adoption, the Local Control and Accountability Plan will be submitted to the County Office of Education for final approval.

**FISCAL IMPACT:**

Elementary LCFF Supplemental Funds (Restricted): \$1,509,348  
Secondary LCFF Supplemental Funds (Restricted): \$3,317,598  
Total: \$4,826,946

This work is in direct support of the following district goals and their corresponding metrics:

Goal #1: All SCCS students will be prepared to successfully access post-secondary college and career opportunities.

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

Goal #4: We will develop a highly collaborative, professional culture focused on supporting

**AGENDA ITEM: 9.2.1.4**

effective teaching.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Goal #6: SCCS will maintain strong communication and partnerships with its diverse community.

# 2023-24 Local Control Accountability Plan

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June 14, 2023



# **Local Control Accountability Plan** *Purpose*

- Sets both district-wide and gradespan goals
- Spells out the specific action steps to achieve those goals for all students but especially for ***English Learners, foster youth, and low-income students***
- Involves Educational Partners: families, students, community members, school employees and others



# Local Control Accountability Plan Goals

**Goal #1:** All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

**Goal #2:** SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

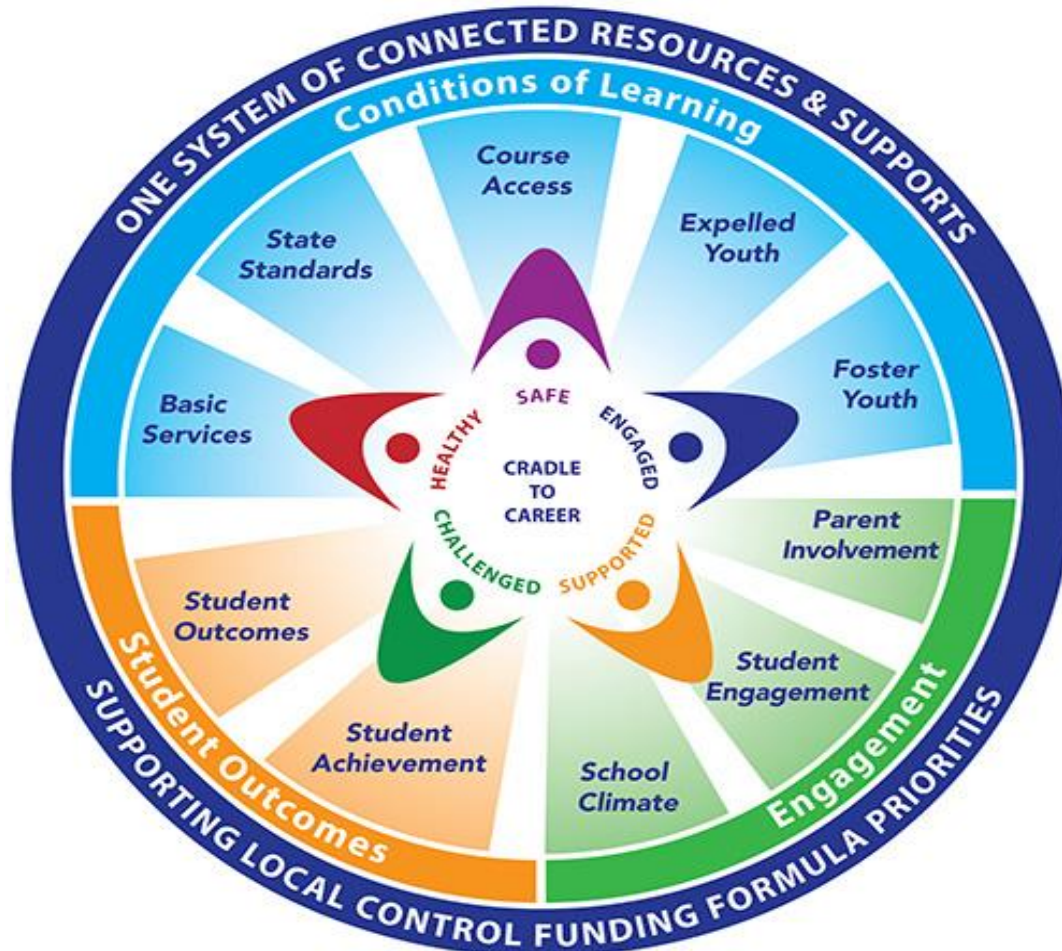
**Goal #3:** We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

**Goal #4:** We will develop a highly collaborative, professional culture focused on supporting effective teaching.

**Goal #5:** SCCS will maintain a balanced budget and efficient and effective management.

**Goal #6:** SCCS will maintain strong communication & partnerships with its diverse community





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# **LCAP Budget**

- State requires accounting for Local Control Funding Formula Supplemental budget
- SCCS includes additional resources, programs and student support

**2023-24 LCFF Supplemental Budget** - *will change with state budget*

- Elementary: \$1,509,348
- Secondary: \$3,317,598



# Key Data Findings *Elementary*

## Areas of strength

- Math & reading growth - *iReady math & reading assessments*
- Very low suspension rate
- Positive social emotional/mental wellness survey data
- Significant growth *for English learners at Bay View & Gault on ELPAC (English Language Proficiency Assessments for California)*

## Areas of opportunity

- Continued disparity in student group performance on CAASPP & iReady
- High Chronic Absenteeism on California School Dashboard





# **Key Data Findings** *Secondary*

## **Areas of strength**

- High Graduation Rates
- Growth in A-G completion rates over time
- Significant growth for English learners on ELPAC (English Language Proficiency Assessments for California) for Santa Cruz HS, Branciforte & Mission Hill
- Low suspension rate
- Increased rates of students feeling connected & engaged with school

## **Areas of opportunity**

- Continued disparity in student group performance on CAASPP
- High Chronic Absenteeism
- Need for cohesive & strong assessment system at high school
- Overall lower positivity rates on Social Emotional Health Survey



# **Key Data Findings** *Districtwide*

## **Areas of strength**

- Working Conditions Survey data is strong
- All sites rated "Good" (highest rating) on the Facilities Inspection Tool (FIT)
- Families report strong customer service at sites (85%)
- Increased family outreach and promotion of schools
- Weekly video updates strong viewership
  - highest single week: 7,947
  - highest single video: 4,000

## **Areas of opportunity**

- Families need more opportunity to influence decision making
- Ongoing disparity in student group achievement
- Attendance



# Educational Partner Engagement

- LCAP Family, Student & Staff Surveys
- District Advisory Committee Meetings
- District English Language Advisory Committee
- Parent Leader Meeting LCAP Input
- GSCFT Input
- District Budget Advisory Committee Input
- LCAP Input Sessions in Middle and High School AVID and Leadership Classes
- Superintendent's Student Advisory on Race & Equity
- Principal and Assistant Principal LCAP Input Meetings



# **Educational Partner *Feedback***

Input from families, students and staff differed on some questions, but input strongly converged to identify the following needs which are addressed in the 2023-24 LCAP:

## **Two top requests:**

- Social emotional support
- Math support

## **Other areas of identified need:**

- Interventions during the school day & after school
- Reading & writing support
- Tutoring & homework support
- Increased college counseling for high school students
- Increased English Learner services and support



# **Educational Partner *Feedback***

Staff funded through the LCAP and COVID resource money that are having a positive impact on students include:

- Counselors
- Social Emotional Counselors
- School Community Coordinators
- Response to Intervention Coordinators
- Social Workers



# Additions to the 2023-24 LCAP

## Social Emotional Health

- Wellness Center @ Soquel (with plans to expand to other sites)
- Social Emotional Counselor Professional Learning Community
- Summer Attendance Outreach & Intervention
- Parent Education (vaping, substance abuse, etc.)
- Positive Behavioral Intervention & Supports (PBIS) at high school

## Counseling

- Implementation of guaranteed, viable counseling program
  - California Colleges Guidance Initiative (CCGI)
  - Counseling program scope & sequence with progress monitoring
  - Family Workshops - financial aid & college planning



# Additions to the 2023-24 LCAP

## Student Achievement

- Expanded Integrated ELD professional development
- Pilot of new English learner curriculum
- Newcomer English learner curriculum
- Grading Task Force
- Secondary math professional development
- Elementary math intervention curriculum
- Implementation of Secondary English Language Arts curriculum maps



# Recommendation: Approval of the 23-24 LCAP





# Thank you & Questions





## LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Santa Cruz City Schools

CDS Code: 44698154440261

School Year: 2023-24

LEA contact information:

Kris Munro

Superintendent

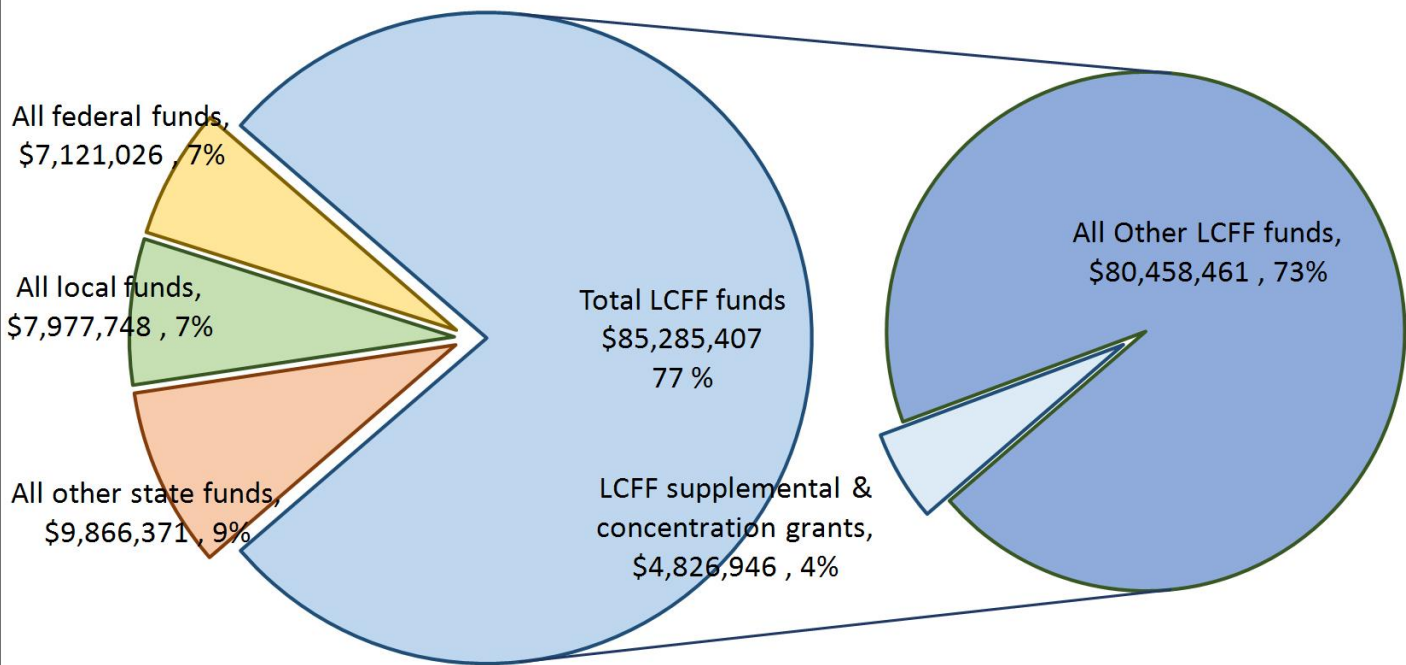
[kmunro@sccs.net](mailto:kmunro@sccs.net)

(831) 429-3410 ext 48220

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

## Budget Overview for the 2023-24 School Year

## Projected Revenue by Fund Source

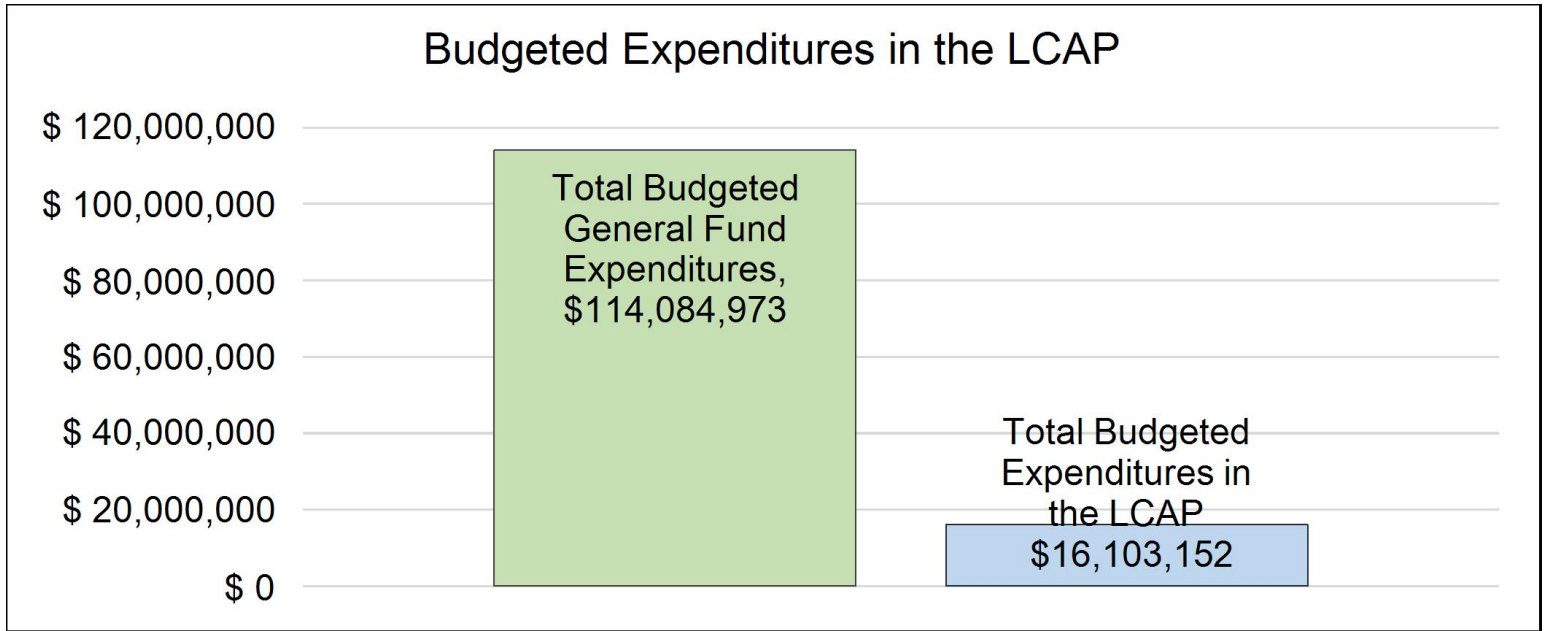


This chart shows the total general purpose revenue Santa Cruz City Schools expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Santa Cruz City Schools is \$110,250,552, of which \$85,285,407 is Local Control Funding Formula (LCFF), \$9,866,371 is other state funds, \$7,977,748 is local funds, and \$7,121,026 is federal funds. Of the \$85,285,407 in LCFF Funds, \$4,826,946 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

# LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Santa Cruz City Schools plans to spend for 2023-24. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Santa Cruz City Schools plans to spend \$114,084,972.90 for the 2023-24 school year. Of that amount, \$16,103,152 is tied to actions/services in the LCAP and \$97,981,820.9 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

Staff salaries and benefits, facilities upkeep, services, supplies, capital outlay and reserves.

## Increased or Improved Services for High Needs Students in the LCAP for the 2023-24 School Year

In 2023-24, Santa Cruz City Schools is projecting it will receive \$4,826,946 based on the enrollment of foster youth, English learner, and low-income students. Santa Cruz City Schools must describe how it intends to increase or improve services for high needs students in the LCAP. Santa Cruz City Schools plans to spend \$5,856,775 towards meeting this requirement, as described in the LCAP.

In addition to our tiered Response to Intervention (RtI) program that constitute a large portion of our LCFF budget, other increased and improved services for foster youth, English learner and low-income students include expanded professional development in Integrated ELD, math, grading practices and Professional Learning Communities. The pilot of a new English learner curriculum as well as the implementation of a Newcomer English learner curriculum, an elementary math intervention curriculum and secondary English Language Arts curriculum maps are also planned for 23-24.

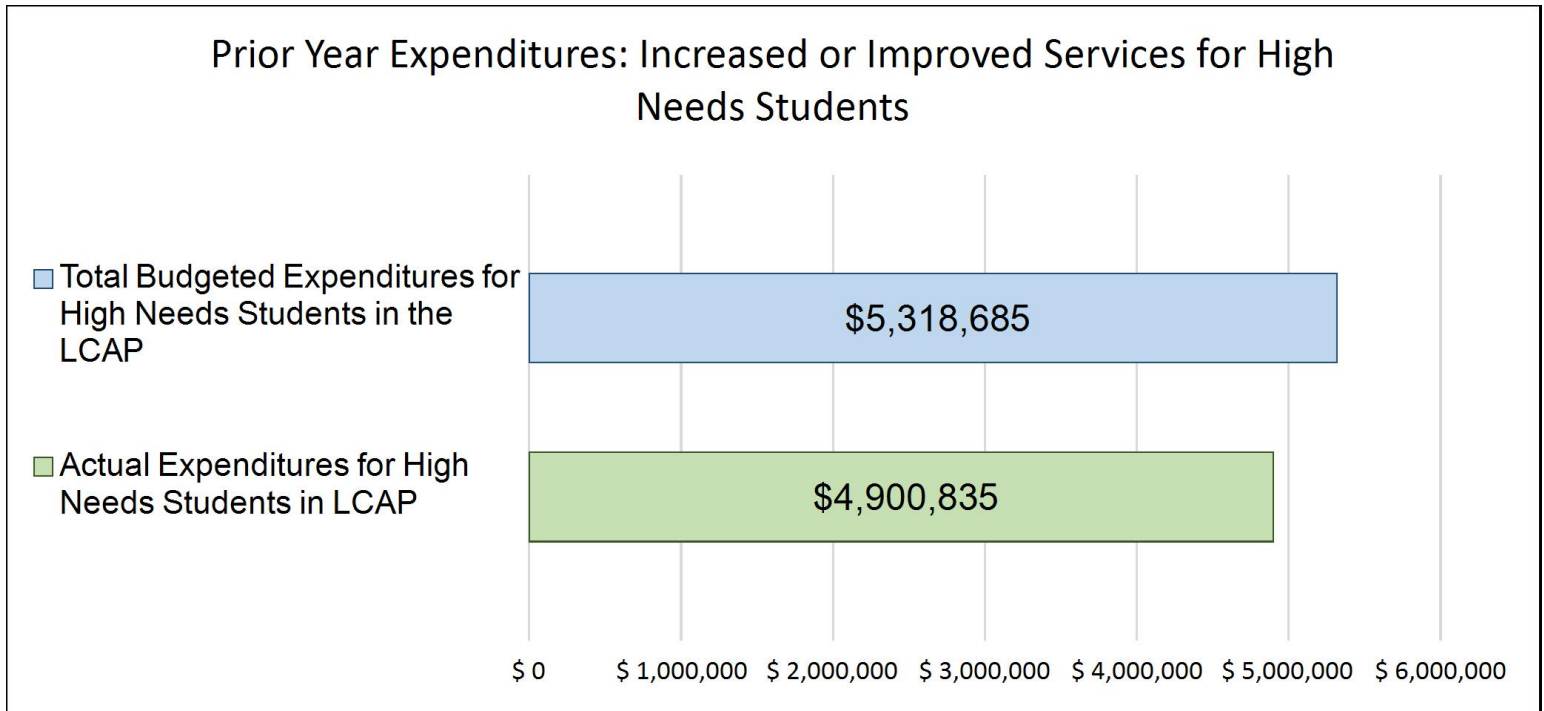
In the area of student Social Emotional Health, increased and improved services include a Wellness Center at Soquel High School (with plans to expand to other sites), a Social Emotional Counselor Professional Learning

Community to share best practices, a Summer Attendance Outreach & Intervention program for chronically absent students, parent education (vaping, substance abuse, etc.) and the implementation of Positive Behavioral Intervention & Supports (PBIS) at high school.

Additionally, other increased and improved services include the implementation of a guaranteed, viable counseling program. This program will include a scope and sequence for the school year and will progress monitored. Full implementation of the California Colleges Guidance Initiative (CCGI) is also planned, and family workshops to provide financial aid & college planning are also slated for 23-24.

# LCFF Budget Overview for Parents

## Update on Increased or Improved Services for High Needs Students in 2022-23



This chart compares what Santa Cruz City Schools budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Santa Cruz City Schools estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2022-23, Santa Cruz City Schools's LCAP budgeted \$5,318,685 for planned actions to increase or improve services for high needs students. Santa Cruz City Schools actually spent \$4,900,835 for actions to increase or improve services for high needs students in 2022-23.

The difference between the budgeted and actual expenditures of \$-417,850 had the following impact on Santa Cruz City Schools's ability to increase or improve services for high needs students:

Differences in budgeted and actual expenditures are related to budget alignment, and services remain intact and were not cut. Most counseling staff positions were moved to district parcel taxes, some AVID (Advancement Via Individual Determination) sections were moved to ESSER funding and Social Emotional Counselors were also moved to ESSER. These changes were made to ensure that our most restrictive and time-bound funding was expended, thus freeing up some LCFF Supplemental funding for other needed services 23-24.



## Local Control and Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Santa Cruz City Schools	Kris Munro Superintendent	kmunro@sccs.net (831) 429-3410 ext 48220

## Plan Summary [2023-24]

### General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

Santa Cruz City Schools is committed to ensuring demographics do not determine student outcomes in our school district. We work to create schools where the adults know the students well, where we can identify each student's needs for growth and support each student academically and personally. We want to engage the hearts and minds of every student, every day.

Santa Cruz City Schools is a unique district in that we are two districts (elementary and secondary) governed by one board. We also have one LCAP and one Federal Addendum. However, because we are two districts, we do have two California Dashboards, two different funding models (our elementary district is a Basic Aid district while secondary is an Average Daily Attendance (ADA) district), and two different California Assessment of Student Performance and Progress (CAASPPP) reports. Our district is also unique in that there are four one school elementary districts and two K-8 districts in Santa Cruz County that feed into our secondary district.

We are fortunate to have tremendous support from our community. Voters in our District have provided two parcel taxes and four school bonds to ensure our students have rich educational programs and updated, repaired facilities to support a twenty-first century education. These parcel taxes provide all students with counseling services, library services, reduced class sizes, music, art, life lab, after school programs including athletics, career technical education and more. In November 2022, Santa Cruz voters passed Bonds A & B, securing \$208 million to meet the urgent needs of aging school facilities.

During the 2022-23 school year, 5,996 students in kindergarten through 12th grades attended 13 schools in Santa Cruz City Schools District. Of those students, 10 (0.17%) were Foster Youth (FY), 79 (1.31%) were Students in Transition, 667 (11.12%) were English Learners (EL), and 2,132 (35.56%) were Socioeconomically Disadvantaged (SED), 85 (14.59%) were Special Education (SpEd) students, and 894 (14.91%) were Reclassified Fluent English Proficient (RFEP) students. While RFEP students are not specified as a targeted subgroup for LCAP funding purposes, we are allocating resources to support these students as well.

#### 22-23 Enrollment

Overall SCCS enrollment (PreK-12): 5,996

Elementary Enrollment (PreK-5): 1,831, 30.54%

Secondary Enrollment (6-12): 4,165, 69.46%

#### SCCS ethnic groups 22-23

White - 2,792, 46.56%

Latine\*/Hispanic - 2,435, 40.61%

Asian - 179, 2.99%

American Indian or Alaska Native - 13, 0.22%

Black or African American - 89, 1.48%

Pacific Islander - 12, 0.20%

Two or More Races- 364, 6.07%

Declined to State - 64, 1.07%

Since 2010, Santa Cruz City Schools has had the same six strategic goals. After receiving the California Scale Up MTSS Statewide (SUMS) initiative grant, we have participated in statewide training on Multi-Tiered Systems of Support (MTSS). We have utilized the MTSS framework to help examine our progress towards our district goals and identified four strategic areas of focus: Literacy, Mathematics, English Learner Progress, and School Connectedness. These focus areas were identified through examination of state and local assessments, attendance



data, student mobility data, discipline data, drop out data, and A-G completion. We paid close attention to the results and needs of our English Learners, Low Income students, and Foster Youth, as well as other traditionally underserved student groups.

Using our strategic four focus areas and our corresponding data analysis, we identified two tiers of support for each focus area within each grade span that will provide supports to our English Learners, Low Income students, and Foster Youth. As part of the MTSS process, we worked to ensure our LCAP resources are strategically aligned to these identified tiers of support, which are aligned to our four strategic focus areas. This year's LCAP reflects the implementation of these identified tiers of support which include evidence based practices to maximize student achievement.

The six strategic District goals are:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Goal #6: SCCS will maintain strong communication and partnerships with its diverse community.

Note: Within the body of the LCAP, planned expenditures may include the following acronyms:

E = Elementary

S = Secondary

FTE = Full Time Employee (ex. .5 FTE = 50% employee)

LCFF = Local Control Accountability Funding

\*Latine: There is much debate regarding the use of "Latinx." Based on current opinion, "Latine" will be used in the 23-24 LCAP in order to provide a gender-neutral term that has a more common and grammatically correct Spanish ending.

## Reflections: Successes

A description of successes and/or progress based on a review of the California School Dashboard (Dashboard) and local data.

Santa Cruz City Schools has stayed the course in implementing a strong Multi-Tiered System of Support program with a strong Tier 1 focus. During the 22-23 school year, our actions have focused on supporting students at each tier, with a continued strong focus on good first teaching. With a full-time Response to Intervention (Rtl) Coordinator at each site (with an additional 1.0 Math Rtl Coordinator at elementary), we have worked to accelerate learning for students in need of additional intervention and support.

### 22-23 Academic Reflections: Successes

#### Elementary California School Dashboard

Strengths on the Dashboard include the following:

English Language Arts: "Medium" rating with 6.9 points above standard

English Learner Performance Indicator (ELPI): "Medium" rating, with 52% of English Learner students growing one grade level

Note: For Elementary and Middle School iReady assessments, the growth target is set to indicate what one year's growth would be for an individual student. When students exceed their growth target, they are on track to make more than one year's growth, which is what is needed to close the achievement gap.

#### Elementary Response to Intervention Actions

##### Reading

##### Tier 1:

- High quality standards-based instruction in reading and phonics
- Small group reading daily, with students grouped according to skill needs
- Standards-based curriculum with a focus on priority standards
- Use of Lexia reading tool, which provides students with targeted practice at their current level

##### Tier 2:

- Additional small group phonics and/or reading instruction in the classroom based on student need as determined by assessment and teacher observation
- Groupings change frequently as students improve skills
- Usually provided in the classroom by the teacher or Response to Intervention coordinator and trained paraeducators
- Access to online intervention materials to support growth

##### Tier 3:

- One-to-one reading and/or phonics instruction

- Instruction is provided with a curriculum that is different from the Tier 1 curriculum, designed to address very specific needs, such as phonology or phonics
- Specific additional curriculum to address identified needs

#### Elementary Growth data for 2022-23 school year

The iReady diagnostic assessments in reading and math from Fall 2022 and Spring 2023 indicate substantial growth. The data indicates that our response to intervention (RtI) program is supporting student learning.

For Reading, the percentage of students performing on grade level increased from 36% to 66% and the percentage of students at risk for Tier 2 and Tier 3 interventions decreased from 64% to 34%--a 30% decrease between fall and spring.

#### iReady data from Fall 2022 to Spring 2023:

- There was a 30% increase in the percentage of students scoring on or above grade level.
- There was an 13% decrease in the percentage of students scoring far below grade level.
- 69% of students met their one-year growth target.
- 48% of students exceeded their one-year growth target.

#### Reading student group growth data:

- White: decreased Tier 3 by 14%, increased Tier 1 by 30%
- Hispanic/Latine: decreased Tier 3 by 20%, increased Tier 1 by 26%
- English Learners: decreased Tier 3 by 28%, increased Tier 1 by 21%
- Low income: decreased Tier 3 by 19%, increased Tier 1 by 26%
- Special Education: decreased Tier 3 by 21%, increased Tier 1 by 17%

#### Math

##### Tier 1:

- High quality math instruction
- Standards-based curriculum with built in practice and assessment
- High impact strategies including math talks and math games for fluency practice
- Online programs to support instruction and practice
- Focus on Priority Standards

##### Tier 2:

- Additional small group instruction in the classroom based on student need from assessment data and teacher observation provided by the classroom teacher or RtI coordinators and trained paraeducators
- Online curriculum through iReady offers lessons that are targeted to student needs based on the assessment

### Tier 3:

- Small group math instruction pull out
- One to one math instruction in a pull out model
- Specialized math curriculum for intervention

### iReady Math data from Fall 2022 to Winter 2023:

For Math, the percentage of students performing on grade level increased from 18% to 56% and the percentage of students at risk for Tier 2 and Tier 3 interventions decreased from 82% to 44%--a 38% decrease between fall and spring.

- There was a 38% increase in students scoring on grade level.
- There was a 38% decrease in students scoring below grade level.
- 59% of students have met their one-year growth target.
- 31% of students exceeded their one-year growth target.

### Elementary Math Student Groups Data:

Disaggregating diagnostic data by student groups in iReady shows that all student groups made progress. In all groups the number of students in Tier 3 decreased while the number of students in Tier 1 increased. However, all student groups except White and Hispanic/Latino remain below the district overall numbers (though the English learner group's decrease in Tier 3 is substantial, overall proficiency is low). Interventions will continue with these student groups to ensure that students continue to make greater than average progress, helping to close the achievement gap.

### Math student group growth data:

- White: decreased Tier 3 by 22%, increased Tier 1 by 38%
- Hispanic/Latine: decreased Tier 3 by 34%, increased Tier 1 by 24%
- English Learners: decreased Tier 3 by 40%, increased Tier 1 by 14%
- Low income: decreased Tier 3 by 31%, increased Tier 1 by 27%
- Special Education: decreased Tier 3 by 27%, increased Tier 1 by 18%

### Secondary California School Dashboard

Strengths on the Dashboard include the following:

English Language Arts: "Medium" rating with 8.4 points above standard

Graduation Rate: "High Rating" with 93.6% of students graduating in 2022

### Middle School Response to Intervention Actions

English Language Arts

Tier 1

- Aligned priority standards
- English Language Arts program focuses on informational text, literature, and writing
- A variety of high impact reading instructional strategies help students master priority standards
- Common school wide writing assessments to inform instruction

#### Tier 2

- Intervention period part of the school day
- Teacher small groups
- Silent Reading 3x per week
- Access to online iReady intervention reading program
- Peer Tutoring

#### Tier 3

- Reading Intervention Period
- Read 180/System 44 programs (for students 3 grade levels or below)
- 0 Period for students in need of intervention/support
- Targeted English learner Support
- Achieve 3000 (ELD)

The iReady diagnostic assessments for middle school in reading and math between Fall 2022 and Spring 2023 indicate growth.

iReady data from Fall 2022 to Spring 2023:

- There was a 7% increase in the percentage of students scoring on or above grade level.
- There was a 7% decrease in the percentage of students scoring far below grade level.
- 55% of students met their one-year growth target.
- 29% exceeded their one-year growth target.

Reading student group growth data:

- White: decreased Tier 3 by 8%, increased Tier 1 by 8%
- Hispanic/Latine: decreased Tier 3 by 13%, increased Tier 1 by 10%
- English Learners: decreased Tier 3 by 28%, increased Tier 1 by 16%
- Low income: decreased Tier 3 by 12%, increased Tier 1 by 10%
- Special Education: decreased Tier 3 by 11%, increased Tier 1 by 9%

#### Math

##### Tier 1

- Aligned priority standards

- College Preparatory Mathematics (CPM) and iReady Classroom Mathematics are used to teach the priority standards
- High quality math instruction
- Building Thinking Classrooms
- Common Assessments to inform instruction

#### Tier 2

- Flex period built into the day where math teachers teach a Tier 2 math intervention (typically a small class of 15-20 students)
- Peer tutoring during the Tier 2 intervention time
- Online iReady Math Intervention software to support math growth
- Teacher small groups

#### Tier 3

- Mindset Math course supports students in building their foundational math skills and building students' Growth Mindset
- Zero Period Math for students in need of intervention/support

#### Middle School Growth Data:

Data from students who took the iReady diagnostics in reading and math in Fall 2022 and Winter 2023 indicate substantial growth:

- 13% increase in students scoring on grade level
- 7% decrease in students scoring far below grade level
- 49% of students met their one-year growth target.
- 21% exceeded their one-year growth target.

#### Middle School Math Student Group Growth Data:

- White: decreased Tier 3 by 8%, increased Tier 1 by 14%
- Hispanic/Latine: decreased Tier 3 by 10%, increased Tier 1 by 7%
- English Learners: decreased Tier 3 by 4%, increased Tier 1 by 4%
- Low Income: decreased Tier 3 by 9%, increased Tier 1 by 8%
- Special Education: decreased Tier 3 by 8%, increased Tier 1 by 5%

#### High School Response to Intervention Actions

##### English Language Arts & Math

#### Tier 1

- District Priority Standards for all English & Math courses
- Standards aligned curriculum
- High quality reading & math instruction

## Tier 2

- Math Plus Interventions (zero period & intervention flex periods built into the school schedules - varies by site)
- ELA support in flex periods and after school
- Teacher small groups
- Peer Tutoring

## Tier 3

- Reading & ELD Intervention Periods
- Achieve 3000 (Santa Cruz High School Pilot)
- Credit Recovery

## High School

Santa Cruz High School is currently piloting iReady while Harbor and Soquel High Schools use Measures of Academic Progress (MAP). All schools test 9th and 10th graders. While overall scores remain flat, successes are noted in these areas:

Santa Cruz High School: Hispanic/Latine and Special Education students increased Tier 1 proficiency (12% and 6% respectively) in reading. For math, there was a 5% overall increase in proficiency for all students.

Soquel High School showed percentile increases from fall to winter in both 9th & 10th grade (37% to 45% and 44% to 53% respectively).

## A-G Completion

It must be noted that there has been a marked increase for some student groups since the 2009-2010 school year:

All Students: 46% to 68%

White: 55% to 76%

Hispanic/Latine: 20% to 51%

African American: 29% to 78%

SCCS' overall cohort graduation rate is higher than the state average and has been steadily increasing over the last five years, with an 2% increase overall in 21-22 from 20-21. Student groups also showed increases:

African American: 100% (8% increase )

Hispanic/Latine: 95% (5% increase)

White: 98% (5% increase)

Low Income: 91% (2% increase)

Homeless: 94% (9% increase)

### Comprehensive Support and Improvement (CSI)

SCCS' continuation high school, Costanoa High School, was eligible for CSI due to all Dashboard indicators being red (English Language Arts, math, Chronic Absenteeism, College and Career readiness, Suspensions) and a graduation rate of less than 67% on the 2019 California Dashboard. The Costanoa staff developed a comprehensive plan to address the school's CSI status, and Costanoa exited CSI in the Spring of 2023. In 21-22, Costanoa's graduation rate was 84%.

### English Learner Progress (ELPAC - English Language Proficiency Assessments for California)

Bay View - 55% grew 1 - 2 levels

Gault - 57% grew 1-2 levels

B40 - 60% grew 1 - 2 levels

Mission Hill - 70% grew 1-2 levels with 7% maintaining level 4

Santa Cruz HS - 56% grew 1-2 levels with 14% maintaining level 4

### 2022-2023 Social Emotional Health Reflections: Successes

#### California School Dashboard

Elementary Suspension Rate: "Very Low" Rating with 0.3% of students suspended at least one day in 21-22.

Secondary Suspension Rate: "Low" Rating with 2.2% of students suspended at least one day in 21-22.

Each year, students in grades 3 - 12 take part in a social-emotional Wellness Survey. This year, 246 3rd through 5th graders participated, and 3,387 students in grades 6th through 12th participated.

#### Wellness Survey Results

Elementary students replied "Yes, most of the time" or "Yes, all of the time" to the following questions, showing a overall sense of happiness and belonging at school:

"Do you feel thankful to go to your school?": 84%

"Are you thankful to have nice teachers at your school?": 93%

"Do you belong at your school?": 84%

Secondary results tends to trend lower, but overall ratings showed some positive trends (mildly to strongly agree):

"I am happy to be at my school": 77%

"I feel like I am part of my school": 78%

"The teachers at my school treat me fairly": 86%

On the 2022-2023 Elementary Student LCAP Survey, students reported feeling connected and supported at their school with positive responses to the following:



"I feel like I am part of my school": 86%  
"I feel that the school wants students to do well and recognizes when they do": 93%  
"When I am having a hard time learning, the school helps me to do better and improve": 82%  
"When I have problems, there are adults at school who will help me": 85%

Like on the Social Emotional Wellness Survey, secondary student trended lower on the LCAP survey, but still showed strength with over half of students responding positively.

"I feel connected and engaged with school": 61% (10% increase from 21-22)  
"When I have problems or challenges, I feel there are adults at the school to help and support me": 61%  
"I feel that teachers and administrators care about all students": 59%

#### SCCS Staff

##### Working Conditions Survey 22-23

Overall results from the certificated Working Conditions Survey are strong:

"Sufficient resources are available for professional development in my school": 86%  
"Professional development offerings are data driven": 84%  
"Overall, my school site/department is a good place to work and learn": 85%

#### Facilities

In 22-23, 11 out of 11 schools were determined as "Good" (highest rating) on the Facilities Inspection Tool (FIT).

## Reflections: Identified Need

A description of any areas that need significant improvement based on a review of Dashboard and local data, including any areas of low performance and significant performance gaps among student groups on Dashboard indicators, and any steps taken to address those areas.

While we recognize that students grew in a myriad of ways during distance and hybrid learning in the areas of individual agency, self-advocacy and technological skills, the impact of this time can be overstated. Students continue to experience challenges both socially and emotionally, and COVID resource funding has been deployed to provide academic interventions and support during and after the school day.

#### Elementary Academic Needs

##### Elementary California School Dashboard

Math: "Medium" rating 17.1 points below standard

English Learner Performance Indicator (ELPI): "Medium" rating, with 52% of English Learner students growing one grade level

#### Elementary Reading - iReady Data

In all groups the number of students in Tier 3 (far below grade level) decreased while the number of students in Tier 1 (on or above grade level) increased. However, all student groups except White remain below the district overall numbers. Below are the percentages of Student Groups on or above grade level on iReady Reading from Fall 2022 to Spring 2023:

White: 66%

Hispanic/Latine: 43%

English Learner: 23%

Low Income: 44%

Special Education: 34%

#### Elementary Math - iReady Data

Math iReady data shows a similar pattern from Fall 2022 to Spring2023, with all student groups scoring lower than on iReady Reading:

White: 56%

Hispanic/Latine: 30%

English Learner: 15%

Low Income: 33%

Special Education: 28%

Overall, student groups fare comparatively lower than our White student group on both iReady Reading and Math.

To address these performance gaps, the following intervention and supports continued to be implemented in 2022-2023. It must be noted that some of these actions are newly funded through COVID relief funding while other actions have continued from previous years as they have been evaluated as positively impacting student performance:

- 1.0 Rtl Coordinator at each elementary site
- 1.0 Math Rtl Coordinator at each elementary site
- After school tutoring
- Online academic and intervention programs in reading and math
- Additional trained paraeducators to support small groups at each site
- Summer school program offered to students in need of continued academic support to address summer learning loss

In light of our lower math assessment scores, the Math Rtl Coordinator has been an invaluable resource for students and teachers, and has worked diligently this year in mining math data, implementing math interventions and monitoring individual student progress as well as supporting instructional math practices for teachers.

## Secondary (Grades 6-8 + 11) California School Dashboard Identified Need

Math: "Medium" rating 51.2 points below standard

English Learner Performance Indicator (ELPI): "Medium" rating, with 51.2% of English Learner students growing one grade level

### Middle School Reading - iReady Data

While our iReady reading data shows growth, when compared to our district overall averages all student groups remain below the district overall numbers (with the exception of the White student group).

White: 56%

Hispanic/Latine: 36%,

English Learner: 17%

Low Income: 37%

Special Education: 21%

A similar pattern is found in the Fall 2022 to Spring 2023 iReady math data for middle school

White: 41%

Hispanic/Latine: 20%

English Learner: 4%

Low Income: 20%

Special Education: 9%

Middle School has addressed these performance gaps in a myriad of ways. Like elementary, some of these actions have been an integral part of our MTSS program while others are funded through COVID relief funding:

- Full time Rtl Coordinator at each site
- Peer Tutoring supported by a site Peer Tutoring Coordinator
- Reduction in some class sizes
- Additional .2 ELD Newcomer Release at each site
- Additional .2 ELD Newcomer section at each site
- Increased small group tutoring
- Online iReady Reading Intervention software
- Read 180 & System 44 programs
- Mindset Math

### High School

Gaps remain between student groups in successful A-G completion:

2021-2022 A-G Successful Completion by Student Group: Will update in June, 2023 for the 2022-2023 school year.

All Students: 65%  
White: 78%  
Hispanic/Latine: 45%  
African American: 52%  
English Learners: 20%  
Redesignated English Learners: 53%  
Low Income: 51%  
Special Education: 13%

Our commitment to increasing numbers for all groups remains a focus with policies and actions that support this focus, including open access to Advanced Placement courses, tutoring and support for unduplicated students, increased AVID course offerings and A-G Career Technical Education (CTE) courses.

SCCS' overall cohort graduation rate is higher than the state average and has been steadily increasing over the last five years, some student groups are not graduating at the same levels as compared to our Overall and White student groups (22-23 rates will be added in June, 2023):

21-22 Graduation Rates  
English Learners: 85%  
Low Income: 91%  
Special Education: 78%

Increased efforts to address this discrepancy as well as raise our overall graduation rates for all students has included the following:

- A full-time Credit Recovery Teachers at each high school
- Summer Credit Recovery program
- After school tutoring and intervention
- Embedded interventions within the school day

Additionally, our high school campuses continue to focus on equitable grading practices and partner closely with S5C's (Santa Cruz College & Career Collaborative's) grading efforts, including the formation of Action Research groups with these outcomes:

- Grades should communicate students' current levels of learning based on standards
- Homework should serve as ungraded practice
- Students should have had multiple opportunities to demonstrate their learning

### Differentiated Assistance

In 22-23, the district as a whole and some elementary and secondary sites became eligible for Differentiated Assistance based on the 2022 California School Dashboard. This means that one or more student demographic groups is very low-performing across two or more California Dashboard Indicators. Reasons for eligibility are below:

Elementary: SCCS is in Differentiated Assistance for our Special Education student group who were rated "Very Low" in English Language Arts and "Very High" for Chronic Absenteeism.

Secondary District: SCCS is in Differentiated Assistance for our Special Education student group who were rated "Very Low" in English Language Arts and Math and "Very High" for Chronic absenteeism.

### ATSI (Additional Target Support & Improvement)

Several schools in SCCS have been designated as ATSI based on the 2022 California School Dashboard. Similarly to Differentiated Assistance, this means that a school has one or more student demographic groups that is very low-performing across two or more California Dashboard Indicators. Schools and their eligibility are below:

#### Bay View Elementary

Student Groups: Special Education & English Learner

- "Very Low" English & Math
- "Very High" Chronic Absenteeism

#### Gault Elementary

Student Groups: Special Education & White

- "Very High" Chronic Absenteeism
- "Medium" Suspensions

#### Westlake Elementary

Student Group: English Learner

- "Very Low" English Learner Progress
- "Very High" Chronic Absenteeism

#### Mission Hill Middle School

Student Group: Special Education

- "Very Low" English & Math
- "Very High" Chronic Absenteeism

## Harbor High School

### Student Group: English Learner

- Very Low English, Math & English Learner Progress

It should be noted that over half of districts in California have been deemed eligible for Differentiated Assistance and that many school sites are eligible for ATSI throughout California. Since COVID, Chronic Absenteeism has increased. There has been and profound need for intervention and support programs to address gaps in student learning which have been exacerbated by higher incidents of illness, anxiety and mental health issues since the start of the pandemic.

Additionally, there was a large academic penalty when sites did not meet the 95% participation threshold on the California Assessment of Student Performance & Progress. It's important to note that the 95% participation is not only a requirement overall, but for each student group at a school. Therefore, if a student group did not meet the percentage requirement, academic scores precipitously dropped based on participation and not on student achievement.

This year, each school site has developed a plan to address CAASPP participation that included strong messaging and incentives. Additionally, the district and sites have diligently studied data to discover root causes of low performance. Our continued work includes a strategic focus on Special Education and a continued integration of Integrated ELD, high quality Tier 1 instructional practices, clear and aligned content area scope and sequences and common assessment work to gauge student achievement and to inform practice.

### Social Emotional Needs

Both elementary and secondary are showing high rates of students who were chronically absent on the California School Dashboard. Elementary received a "Very High" rating with 24.9% of students chronically absent while Secondary received a "High" rating with 17.5% of students chronically absent.

All school sites reported a higher number of students who were in need of mental health support upon our return from distance/hybrid learning in 21-22, and this remained in 22-23. Though survey results showed felt positively about re-engaging with school and with others, students continue to struggle with socialization and emotional regulation. Our secondary Social Emotional Counselors, Social Workers and administrators reported full case loads because of this profound need. Though elementary survey results showed students feeling positively about themselves and their schools, there were an overall increased number of behavioral referrals and behavioral incidents. Additionally, secondary students reported lower feelings of positivity on both the Social Emotional and LCAP student surveys:

### Social Emotional Survey Data:

"I am satisfied / very satisfied with my school experience": 47%

"On most days, I feel my life has a sense of direction and meaning": 47%

"I feel like I am part of my school": 50%

Secondary Student LCAP Survey results:

"I feel that the school recognizes and values student accomplishments": 57%

"When I have problems or challenges, I feel there are adults at the school to help and support me": 61%

"I feel that teachers and administrators care about all students": 59%

One area that is of concern is students' perception of safety. 59% of secondary students reported feeling safe  
In order to address these needs, the following will continued to be implemented in 22-23:

- New MTSS Health & Wellness Coordinator for 22-23 MAA (Medi-Cal Funding)
- Elementary will completely adopt the Second Step social emotional health curriculum.
- Professional learning plan for PBIS techs to strengthen capacity.
- Implementation of the Thriving Youth Community Grant to address student substance abuse.
- Ensure students in need of social emotional and other supports have warm hand offs to community agencies and services.
- Provide all secondary students with instruction in Title IX, sexual harassment, active consent and dating safety.
- Provide parent education on health related issues including vaping, drug use, suicide prevention and safe use of social media.

Additionally, a new attendance outreach program will be implemented in the summer of 2023 and continue through the beginning of the 23-24 school year. During the summer, three district Social Workers a Bilingual School Community Coordinator will reach out and meet with students who are chronically absent, and this case management will continue throughout the first month of school. This Tier 3 effort has been shown to positively impact attendance in other districts.

Our current needs, though greater because of the pandemic, are anchored within our MTSS priorities that continue to frame our planning and work:

**Academic Literacy:** All students will engage in daily relevant, complex reading, writing, speaking and listening across all content areas so they can build knowledge, engage in collaborative, academic discussions, and support a position with evidence.

**Mathematics:** All students will develop conceptual understanding, procedural skills and fluency that they will apply to make sense of mathematical problems and persevere in solving them.

**English Learner Progress:** All Ever English Learners (IFEP, RFEP, ELs) will have academic success and social emotional well being in an asset based, needs responsive learning community and will participate fully in our schools and graduate ready for college and career.

**School Connectedness:** All students will be connected to school, empowered, challenged, and supported in their personal and academic growth.

## LCAP Highlights

A brief overview of the LCAP, including any key features that should be emphasized.

For 2023-2024, Santa Cruz City Schools will remain focused on the following: common assessments, including iReady and Measures of Academic Progress in reading and math, high impact instructional strategies, Integrated and Designated ELD and the improvement of grading practices. Because of high social emotional health needs, we will also stay the course with a continued focus on Positive Behavioral Intervention & Supports (PBIS), Restorative Practices, alternatives to suspension, a guaranteed, viable counseling program, mental health programs and staff, trauma-informed practices, student consent training and suicide prevention. Additionally, Positive Behavioral Intervention & Supports (PBIS) will begin to be implemented at the high school in 23-24.

### Multi-Tiered Systems of Support (MTSS) Framework

Through analysis of our state and local data, input from students, parents, teachers, counselors, Response to Intervention (RtI) Coordinators, instructional coaches, classified staff, administrators and research on effective practices, our LCAP was developed to include the following programs and services to support all students:

Our primary focus is using Multi-Tiered Systems of Support (MTSS) to ensure the success of all students. Every grade span implements tiered academic and social emotional supports to remove obstacles to achievement. These supports include RtI Coordinators and paraeducators who directly support students. In our elementary schools, RtI Coordinators will continue to support students who need Tier 2 and 3 interventions both in and outside of the classroom in small groups. For Tier 1, our elementary teachers will continue to implement Benchmark Workshop with a new focus on Writing Workshop to achieve a Balanced Literacy approach in our schools. In middle schools, an expansion of reading and math supports will occur with the continued implementation of iReady. At high school, a focus on a scope and sequence and essential standards for English Language Arts will serve to align best practices around this core subject as well as provide a rigorous and guaranteed English Language Arts curriculum to all high school students in the district. Additionally, an updated English Learner Master Plan was implemented in 22-23 with a strengthened focus on Integrated and Designated ELD at all grade spans.

Additional COVID resource funding will continue to allow us to expand Tier 1 and 2 academic efforts and supports for all students, but particularly English learners, Low Income and Students in Transition/Foster Youth. These actions include the following:

### Elementary

- A full-time Math RtI Coordinator at each elementary school
- iReady My Path Math Intervention on line program
- Math & Literacy Online Programs including Lexia, Zearn, iReady, iStation

### Middle School



- Additional .2 AVID section at each site
- Additional .2 Newcomer section at each site to allow for specific Newcomer instruction
- .2 FTE certificated release to provide Newcomer support to teachers in modifying curriculum and also provides direct push in supports to students as well as small group pull out
- After school tutoring
- Math & Literacy Online Programs including iReady, Learning Ally, Pear Deck, Screencastify, Ed Puzzle, Equatio and New York Times
- Peer Tutoring

#### High School

- A full-time credit recovery teacher at each site
- Small Group In-Person Tutoring
- Additional Math & ELA Plus Intervention Sections
- Additional Bilingual Para Educators
- Math & Literacy Online Programs, including Measures of Academic Progress, Edgenuity and Learning Ally

Rtl Coordinators, who are key to our elementary and secondary Rtl programs, have been maintained.

In auditioning to strengthening our core Tier 1 academic programs, additional funding has also allowed us to add Teachers on Special Assignment (TOSA) who have helped to drive many efforts forward. These include a part-time English Learner TOSA, English Language Arts TOSA and Social Studies TOSA as well as a full-time Computer Science for All TOSA (grant funded). A part-time grant writer has procured over \$1.6 million dollars in grant funding for the district that directly impacts student programs. Due to the success attaining additional grant funding, we have expanded the grant writer position to full-time beginning in Spring, 2023.

Additionally, we continue to implement strong professional development designed to move our district forward as well as align efforts across sites. In 21-22, representative teachers served on Curriculum and Assignment Teams at all grades spans in elementary and in core subject areas in secondary. In 22-23, these teams accomplished the following:

#### Elementary

- New math & writing assessments
- ELD standards integration
- Social Studies pilot with a decision in Spring, 2023

#### Middle School

- Four assessments & scoring guides for every course in each content area
- English Language Arts district curriculum maps (in lieu of textbook adoption)

- Implement and revision of assessments
- Focus on impact of student learning & teacher instructional next steps

### High School

- Four assessments & scoring guides for each content area
- English language Arts curriculum maps (in lieu of textbook adoption)
- Road to Reclassification self assessment & goal setting in all secondary Designated ELD classes
- Focus on impact of student learning & teacher instructional next steps
- World Language curriculum pilot
- WestEd ELD professional development for Harbor High School

A Professional Learning Communities mini-institute will be held for all SCIL (Santa Cruz Instructional Leadership) members on July 29th.

Santa Cruz City Schools remains focused on the following: common assessments, including iReady and Measures of Academic Progress in reading and math, high impact instructional strategies, Integrated and Designated ELD and the improvement of grading practices.

In Spring 2023, secondary students have given resounding feedback regarding the need for more help in navigating college admission. As such, we will fully implement a Counseling Program Scope & Sequence using CCGI (College & Career Guidance Initiative). CCGI training began in September for all secondary counselor and will continue. Additionally, a continued prioritization of AVID (Advancement Via Individual Determination) is supported by positive data and student input. The impact of AVID was seen at Harbor High School which has the largest number of AVID sections and the highest University of California acceptances in the district, even as a Title I school.

### Social Emotional Health

COVID resource money will allow us to continue our social emotional and mental health efforts at each site. We will continue to employ a full time Licensed and Marriage Family Therapist (LMFT). Social Workers, Social Worker Interns and Positive Behavioral Intervention and Supports (PBIS) aides.

At the elementary level, there is continued implementation of the Second Step social emotional curriculum for all students. Middle schools are implementing Positive Behavior Interventions and Supports (PBIS) and Branciforte Middle Schools is using Second Step Middle School digital program, which contains four units: Mindsets & Goals; Recognizing Bullying & Harassment; Thoughts, Emotions & Decisions; and Managing Relationships & Social Conflict. During the LCAP input process, staff voiced the need for strong behavioral systems in secondary. As a result, teams of teachers and administrators will attend a PBIS conference in August in order to begin to establish clear, school wide expectations at the high schools.

.2 FTE counseling support at both middle schools has ensured students' needs are addressed and to work to better connect 6th - 8th grade students to school with a strategic focus on connecting our English learners, Foster Youth, Students in Transition and low income students. Social Work / MFT Interns provide social emotional counseling and support with a particular focus on unduplicated students' needs. Social

Workers work to remove obstacles to school success focused primarily on unduplicated pupils and their families through Tier 3 interventions and wraparound support.

K-8 staff have been trained in PBIS and Zones of Regulation and continue to implement these programs. High school staff have been trained in Trauma Informed Instruction and Restorative Justice and are implementing at all sites. In October, high school teams will attend a PBIS conference to begin implementing PBIS best practices to strengthen Tier 1 behavioral systems.

We will continue to have School Community Coordinators at all of our sites except for Westlake Elementary. Community Coordinators serve as a liaison between the district personnel, students, parents, community and public agencies; may perform supplementary paraprofessional duties in the areas of attendance, discipline and health; coordinate and conduct various community engagement activities to support the academic achievement of students; communicate effectively both orally and in writing in English and Spanish. Families regularly report that this position is critical to supporting their access to school and to community resources.

Our SCCS Task Force meets monthly with a goal to provide continuing support to our LGBTQ+ community. Task Force members include the Director of Student Services, school site administration, staff from local community organizations including Safe Schools Project, Positive Discipline Community Resources, and the Diversity Center.

A Wellness Center will be established at Soquel High School in 23-24 with plans to open centers at all sites.

Beyond SST has been piloted and will be implemented fully in 23-24 and will allow for digital documentation, collaboration, consistency and alignment for SSTs and 504 plans.

Due to high chronic absenteeism, a summer outreach program has been planned. Social Workers will reach out to students with high absenteeism, and will continue to case manage the first month of school. Similar programs in other districts show increased attendance due to this type of outreach. Additionally, we have added a .6 Social Worker to case manage chronically absent students.

With MAA reimbursements (Medi-Cal Administrative Activities), SCCS onboarded an MTSS Health and Safety Coordinator. The Safety and Wellness Coordinator works closely with site administrators and students in all aspects of student safety, behavior and wellness, including the management of Title IX, expulsions, district behavioral systems (including Restorative Practices and Positive Behavioral Intervention and Supports), Trauma Informed Practices, attendance intervention systems, suicide prevention as well as positive consent training. This role has been invaluable and will continue in 23-24.

Additionally, SCCS will continue to increase professional development for Social Emotional Health Counselors, Social Workers and PBIS Techs.

## **Comprehensive Support and Improvement**

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

### ***Schools Identified***

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

There are not schools in Comprehensive Support and Improvement.

### ***Support for Identified Schools***

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

### ***Monitoring and Evaluating Effectiveness***

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

# Engaging Educational Partners

A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP.

Throughout the 22-23 school year, SCCS gathered input from families, students and staff. Using a variety of tools, and were able to garner input from all groups.

LCAP Family Survey (11/15/22-3/1/23): 1,664 respondents districtwide

LCAP Student Surveys (11/15/22-3/1/23): 227 respondents in grades 4 -5 and 1392 respondents in grades 6 - 12

LCAP Staff Surveys (11/15/22-3/1/23): 405 respondents

District Advisory Committee Meetings: 2/28/23; 3/28/23; 4/25/23; 5/30/23

District English Language Advisory Committee (DELAC) LCAP Input Meeting: 3/6/23

Superintendent's Student Advisory on Race & Equity LCAP Input: Ongoing

Parent Leader LCAP Input Meeting: 1/30/23

District Budget Advisory Committee LCAP Input Meeting: 3/28/23

LCAP Input Sessions in Middle and High School AVID and Leadership Classes: March & April 2023

Principal and Assistant Principal LCAP Input Meetings - ongoing

Our input process also included consultation with the SELPA Director through monthly SEC meetings to inform services for our special needs students.

LCAP family, student and staff survey data and input from DELAC was shared with the District Advisory Committee, district leadership and site administration while updating the LCAP to ensure that priorities and budgeted resources directly connected to and informed goals, actions and services in the new LCAP. Additionally, site administration were given LCAP survey site-specific data to gauge the effectiveness of actions and services at their schools.

A summary of the feedback provided by specific educational partners.

Feedback from families, students and staff include the following trends:

Families:

Support programs during the school day are most impactful for students with the following supports deemed as most helpful:

- help with homework
- academic counseling
- support in math
- social emotional support staff and programs

Families stated that their students needed help the most in these areas:

- math
- writing
- social emotional health
- homework completion

District English Learner Advisory Committee (DELAC) feedback identified a need for more Newcomer student support and more training on best practices for English Learners.

Based on LCAP survey results, families felt most positively about the following:

Schools' recognition and value of student accomplishments: 78%

High expectations for students: 74%

Support for a child to do better and improve: 73%

School safety: 78%

Maintained and clean facilities: 72%

Courteous attention from site staff: 85%

Other input received include the following:

Desire for lower class sizes and not combination classes in elementary

Need for more college and career preparedness counseling

Need for more academic and social emotional support counseling

Satisfaction with extracurricular offerings

Satisfaction with art and music

Elementary Students:

Based on LCAP survey results, elementary students felt most positively about the following:

"When academics are challenging, I feel my school supports me well to do better and improve": 93% agree

"When I have problems or challenges, I feel that there are adults at the school to help and support me": 85%

"All students are well-supported to improve academically": 92%

"I feel safe at my school": 91%

"I feel that teachers and administrators care about all students": 92%

Students also identified needing additional help in these areas:

- Homework completion
- Math
- Writing

Students also identified "after school homework support" as the one support they most utilized at their school.

### Secondary Students

Based on the LCAP survey results, secondary students felt most positively about the following:

"I feel safe at my school": 59%

"Teachers have high expectations for students": 67%

Students identified needing additional help in these areas:

- Homework completion
- Support in math
- Social emotional health
- Support in writing

Students also identified homework and math support during and after school as the supports they most utilized at their school.

### Staff:

70% of staff feel that students are connected and engaged at their school

80% of staff feel their school recognizes and values student accomplishments.

71% of staff believe that their school supports students when academics become challenging.

81% of staff feel that adults support students when they have personal problems or challenges.

71% of staff feel that students feel safe at their school.

70% of staff feel that teachers have high expectations for students.

Staff identified the following as areas in which more support is needed for students:

- Writing support
- Math support
- Social emotional support
- Tutoring support

Staff also identified the following staff and programs as having a positive impact on student academic and/or social emotional health:

- Rtl Coordinators
- School Community Coordinators
- Social Workers
- Counseling
- Interventions during the school day

A description of the aspects of the LCAP that were influenced by specific input from educational partners.

Input strongly supported our current tiered MTSS framework and the following will be continued in 22-23 (it is important to note that this list is not exhaustive and that some of these actions/staffing are supported through COVID relief funding):

- Rtl Coordinators (TK - 12) and Math Rtl Coordinators (TK - 5)
- Intervention offered during the school day as well as after school
- Peer Tutoring after school
- Social Emotional Counselors at secondary
- Social Workers and Social Worker Interns
- Additional ELD/Newcomer support
- School Community Coordinators
- Counselors
- School Community Coordinators

Additional actions influenced by educational partner input include the following:

As writing has been identified as an area of need by both staff and students, a part-time ELA TOSA has been hired to facilitate and oversee the work of the secondary Curriculum & Assessment Team as they create curriculum maps and develop common writing assessments.

Both staff and students gave strong verbal and written feedback that the online Naviance system was not meeting their needs. As such, the district will be moving to the CCGI (California College Guidance Initiative) online program which will provide students with in-depth, grade-appropriate information and data-driven tools to support college, career, and financial aid planning and applications.

Additionally, as all groups identified social emotional health as an ongoing area of need, a full time MTSS Health and Wellness Coordinator has been hired for the 22-23 school year and will support Title IX, expulsions, district behavioral systems (including Restorative Practices and Positive Behavioral Intervention and Supports), Trauma Informed Practices, attendance intervention systems, suicide prevention as well as positive consent training.

Also addressing this need is increased professional developing for social emotional support staff:

- Professional learning plan for PBIS techs to strengthen capacity
- Professional Development Plans for LMFTs/LCSWs, Counselors, Nurses, Social Workers



Based on District English Learner Advisory Committee, student and staff input, the following actions are planned for 22-23 in the area of English Learner support:

- English Learner Task Force Implementation and Revision of English Learner Master Plan with planned actions for professional development, instructional best practices and Newcomer support.
- Harbor High will add 2 additional Newcomer sections to their 22-23 master schedule to expand the program and accommodate an influx of newcomers this school year.
- All school sites will provide focused professional development on high impact integrated ELD strategies next year. The secondary schools will do this professional learning with support from a PD provider. We will use the August PD to launch, and then have follow up throughout the year at Wednesday PD days.

# Goals and Actions

## Goal

Goal #	Description
1	All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

An explanation of why the LEA has developed this goal.

The metrics included in the CA School Dashboard and the UC/CSU A-G requirements are the metrics that currently determine "success" for college and career readiness as defined by the California Department of Education. This year, we have an updated California School Dashboard, but the Dashboard's College & Career Indicator is not yet available until 23-24. Other measures include graduation rate, Career Technical Education (CTE) participation and Advancement Placement/International Baccalaureate (Harbor) participation.

Metrics show an under-representation of our Hispanic/Latine, English Learner, Low Income and Students with Disabilities student groups in A-G completion, graduation rate and AP/Honors enrollment. Additionally, in-person student feedback given during student LCAP sessions schools sites overwhelming identified a need for more resources and support to navigate college exploration, eligibility and financial aid.

SCCS' CTE program offers an expansive set of courses for students both in and outside of our district. Continual outreach to unduplicated students has resulted in parity in CTE student enrollment.

Over the years, Santa Cruz City Schools has invested in on-site academic counselors at our high schools to support students' college and career readiness. We currently have 3 full-time academic counselors at each of our comprehensive sites with a 1.0 academic counselor at Costanoa. Counselors at each of these sites support access of and support in A - G courses, Honors and Advanced Placement courses and planning for CTE pathways. Additionally, each site has a finely-tuned process for following up on students' credit completion, and credit recovery is offered in the regular school year as well as in the summer (3 additional Credit Recovery teachers were hired in Spring, 2021). Naviance, an online guidance program, was also implemented to support counselors in their work, but will be replaced by the College & Career Guidance Initiative (CCGI) in 23-24 to provide a more robust and consistent support for students' college and career exploration.

Stakeholder feedback has clearly stated that counselors support student success, and that a continuation of these roles is important. On the 2022-2023 Annual Family LCAP survey, parents continue to identify school counselors as a role that positively impacts their students' success in school.

To better serve our students and community and to ensure that each and every student has an equitable opportunity to develop and demonstrate college and career readiness, we will continue to implement best practices and actions that will increase the buy-in and increased engagement and representation in our programs that prepare students for college and career.

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Early Assessment Program (EAP) Scores	<p>2020-2021 EAP College Readiness Scores</p> <p>44.8% of 11th Graders scored College Ready on the EAP ELA</p> <p>32.79% of 11th Graders scored College Ready on the EAP Math</p>	<p>2021-2022 EAP College Readiness</p> <p># of 11th Graders who released scores for EAP English Language Arts = 472</p> <p>11th Graders scored College Ready on the EAP ELA = 52%</p> <p>11th Graders scored College Ready on the EAP Math = 62%</p>	Will be added in October of 2023.		By 2023-2024, there will be a 15% increase in the percentage of students who are College Ready on the EAP with a 5% increase each year.
A-G (UC/CSU eligible) Rates	<p>2020-2021 Comprehensive High School Graduates A - G Completion</p> <p>All Students: 65% White: 78% Latine: 46%</p>	<p>2021-2022 Comprehensive High School Graduates A - G Completion</p> <p>All Students: 67.6% White: 76% Latine: 51%</p>	2022-2023 Will be added in June 2023.		By 2023-2024, there will be a 15% increase in the percentage of Hispanic/Latine and Low Income who meet A-G requirements with a 5% increase each year for each group.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	ELs: 20% RFEP: 53% Low Income: 51% SpEd: 13%	ELs: 7% RFEP: 54% Low Income: 57% SpEd: 23%			By 2023-2024, there will be a 10% increase in the percentage of English Learners and Students with Disabilities who meet A-G requirements with a 3.3% increase each year for each group.  (California State Average for A-G completion is 48%)
Graduation Rate	2020-21 Adjusted Cohort Graduation Rate  All Students: 92% White: 93% Latine: 90% ELs: 74% Low Income: 89% SpEd: 78%	2021-2022 Adjusted Cohort Graduation Rate  All Students: 94% White: 98% Latine: 95% ELs: 85% Low Income: 91% SpEd: 78%	2022-2023 Will be added in June 2023.		By 2023-2024, graduation rates for significant subgroups will improve to meet or exceed the "All Students" rate of 91.7%.  (California State Average for graduation rate is 87.6%)
Dropout Rate	2019-2020 adjusted cohort dropout rate (total students not percentage). Students	2020-2021 adjusted cohort dropout rate (total students not percentage). Students	2021-2022 adjusted cohort dropout rate (total students not percentage). Students		By 2023-2024, dropout rates will reduce to zero for all student groups.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	<p>may be duplicated in multiple student groups:</p> <p>Hispanic / Latine: 9 English Learners: 3 Low Income: 8 Students with Disabilities: 3</p> <p>There are a total of 14 dropouts for the district.</p>	<p>may be duplicated in multiple student groups:</p> <p>Hispanic / Latine: 7 English Learners: 3 Low Income: 7 Students with Disabilities: 1</p> <p>There are a total of 9 dropouts for the district.</p>	<p>may be duplicated in multiple student groups:</p> <p>Hispanic / Latine: 12 English Learners: 7 Low Income: 9 Students with Disabilities: 3</p> <p>There are a total of 14 dropouts for the district.</p>		
AP and Honors Enrollment	<p>2020-2021 cohort - duplicated count (students are counted more than once)</p> <p>The percentage of student groups enrolled in High School Honors by demographic group:</p> <p>n=797 Hispanic / Latine: 25% English Learners (RFEP Incl): 17% Low Income: 24%</p>	<p>2021-2022 cohort - duplicated count (students are counted more than once)</p> <p>The percentage of student groups enrolled in High School Honors by demographic group:</p> <p>n=1040 Hispanic / Latine: 25% English Learners (RFEP Incl): 14% Low Income: 14%</p>	<p>2022-2023 cohort - duplicated count (students are counted more than once)</p> <p>The percentage of student groups enrolled in High School Honors by demographic group:</p> <p>n= 885 Hispanic / Latine: 19% English Learners (RFEP Incl): 17% Low Income: 14%</p>		By 2023-2024, enrollment in Honors and Advanced Placement will increase by 9% with a 3% increase each year for each student group.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	<p>Students with Disabilities: less than 1%</p> <p>The percentage of student groups enrolled in High School AP by demographic group:</p> <p>n=2105 Hispanic / Latine: 25% English Learners: 16% Low Income: 21% Students with Disabilities: less than 1%</p>	<p>Students with Disabilities: 2%</p> <p>The percentage of student groups enrolled in High School AP by demographic group:</p> <p>n=1970 Hispanic / Latine: 22% English Learners (RFEP Incl): 13% Low Income: 15% Students with Disabilities: less than 2%</p>	<p>Students with Disabilities: 1%</p> <p>The percentage of student groups enrolled in High School AP by demographic group:</p> <p>n=2352 Hispanic / Latine: 36% English Learners (RFEP Incl): 29% Low Income: 24% Students with Disabilities: 4%</p>		
<p>CTE Participation</p> <p>SCCS overall student group enrollment for comparison 21-22</p> <p>Hispanic / Latine-40%</p> <p>English Learners: 11%</p> <p>RFEP: 15%</p>	<p>2020-2021 CTE Participation</p> <p>n=1,379 Hispanic / Latine: 39% English Learners 6% RFEP: 21% Low Income: 25% Students with Disabilities: 11%</p>	<p>2021-2022 CTE Participation</p> <p>n=1,773 Hispanic / Latine: 37% English Learners: 6% RFEP: 18% Low Income: 24% Students with Disabilities: 11%</p>	<p>2022-2023 CTE Participation</p> <p>n= 2,011 Hispanic / Latine: 39% English Learners: 8% RFEP: 27% Low Income: 33%</p>		<p>By 2023-2024, CTE participation will continue to reflect student demographics.</p>

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Low Income: 30% Students with Disabilities: 14%		SCCS overall student groups 21-22 for comparison: Hispanic / Latine: 40% English Learners: 11% RFEP: 15% Low Income: 30% Students with Disabilities: 14%	Students with Disabilities: 11%  SCCS overall student groups 22-23 for comparison: Hispanic / Latine: 41% English Learners: 11% RFEP: 15% Low Income: 36% Students with Disabilities: 15%		
Advancement Via Individual Determination (AVID) Participation and College Eligibility	2020-2021 AVID A-G Successful Completion  Percentage of AVID students who successfully completed A-G requirements: 90%	2021-2022 AVID A-G Successful Completion  Percentage of AVID students who successfully completed A-G requirements: 92%	Will be added June 2023.		By 2023-3024, the number of AVID students who successfully complete A-G requirements will be 95% or higher.

## Actions

Action #	Title	Description	Total Funds	Contributing
1.1	Accessibility, Support and Guidance for All Students	<p>Guaranteed Viable Counseling Program SCCS will continue to provide a strong guidance program that serves to support all students in college and career readiness with a particular focus on A-G completion rates and CTE pathway completion for Foster Youth, English learners and low income students.</p> <p>Full-time counselors assist in ensuring access to post-secondary college and career opportunities (Elementary- LCFF Base and Secondary-LCFF Supplemental &amp; Parcel Tax).</p> <p>Provide 4 year planning workshops for all 9th grade students. Counselors are specifically focused on ensuring that our English Learners, Title 1 students, and Foster Youth have access, opportunity, and support in these plans so that they are successful in being A-G ready and participate in AP/IB/Honors courses.</p> <p>Facilitate strategies for improving A-G completion rates including ongoing transcript audits.</p> <p>Refine our articulation efforts with our partner school districts – Live Oak, Soquel and the county’s four small districts, specifically monitoring our Title 1, English Learner, and Foster Youth needs.</p> <p>Implementation of California Colleges Guidance Initiative (CCGI) at all secondary schools with the development of a CCGI scope and sequence, calendar of class visitations and pre and post surveys for evaluation.</p> <p>Ongoing monthly meetings with SCCS counselors to refine TK-12 counseling program.</p> <p>College application, financial aid, and scholarship workshops at all high schools for families.</p> <p>Continue to implement Common Core Standards by following the Curriculum Master Plan to provide a broad course of study that will</p>	\$2,617,350.00	Yes



Action #	Title	Description	Total Funds	Contributing
		<p>meet the needs of all students but is particularly designed to allow for accessibility and participation of unduplicated students in a rigorous, A-G course of study.</p> <p>Counselors - .70 FTE (Small Schools) \$95,526- LCFF Base Counselors - .90 FTE (S) \$107,533 - LCFF Supplemental</p> <p>Counselors - 4.00 FTE (E) \$466,601 Parcel Tax/Measure U Counselors - 2.60 FTE (MS) \$341,846 Parcel Tax/Measure U Counselors - 9.10 FTE (HS) \$1,069,854 Parcel Tax/Mesure T Counselors - .90 FTE (Small Schools) \$112,840 Parcel Tax/Measure T</p> <p>Counseling Secretaries - 3.00 FTE (HS) \$264,096 Parcel Tax/Measure T Sch Admin Asst II - 1.375 FTE (MS) \$159,054 Parcel Tax/Measure U</p>		
1.2	College and Career Opportunities for All Students through Career Technical Education Program	<p>Continue to offer a broad Career Technical Education (CTE) program with participation that reflects district demographics with a particular focus on English learners, Foster Youth, Title I and Special Education participation in Career Pathways.</p> <p>Continue to refine CTE program offerings and monitoring of effectiveness using our District CTE Plan and by annually completing the California State CTE rubrics based on the Eleven Components of a High Quality CTE Program (Measure O).</p> <p>Continue to provide Career and Technical Education (CTE) courses at all comprehensive high schools and Costanoa (LCFF Supplemental, LCFF Base, Measure O, CTEIG, Perkins, Strong Workforce Grant).</p>	\$2,362,633.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>Increase number of Career Pathways at each comprehensive high school with an emphasis on supporting English Learners, Foster Youth, Title 1, and Special Education students to have access to these courses and pathways.</p> <p>Support increased enrollment and completion of Career Pathway options with an emphasis on supporting English Learners, Foster Youth, Title I and Special Education to have access to these courses and pathways.</p> <p>Increase work-based learning opportunities for high school students based on the local labor market and student interest as stated in our district CTE Plan.</p> <p>Maintain industry partnership agreements and articulation agreements with Cabrillo, as stated in our district CTE Plan. Explore forging new partnerships with our local Chamber of Commerce as part of these efforts.</p> <p>District CTE TOSA to market CTE programs, study employment trends to inform programs, provide instructional support and complete compliance reports (CTEIG).</p> <p>\$30,000 Work Based Learning - CTE Grant Rs 6387  \$30,000 Your Future is Our Business - CTE Grant Rs 6387  \$23,900 Supplies CTE Grant Rs 6387  \$20,000 PD CTE Grant Rs 6387  \$65,000 Rotating CTE Lab Rs 6387</p> <p>\$33,215 Supplies &amp; Field Trips SWF Rs 6388  \$79,468 Perkins Grant (4xxx) Rs 3550</p> <p>CTE Counselor 1.00 FTE (S) - \$155,472 Parcel Tax / Measure T  CTE Teachers 9.40 FTE - \$1,159,270 - Parcel Tax / Measure T  CTE Teachers (Subs and ERW's) - \$19,720 Parcel Tax / Measure T  CTE Ed Techs .285 FTE - \$32,877 - Parcel Tax / Measure T</p>		

Action #	Title	Description	Total Funds	Contributing
		<p>CTE Teachers .1.17 FTE - \$155,554 - LCFF Base CTE Teachers .73 FTE - \$84,390 - CSI Rs 3182</p> <p>CTE TOSA 1.00 FTE \$121,574 - CTE Grant Rs 6387 CTE Teachers (MS) 1.00 FTE \$128,616 CTE Grant Rs 6387 CTE Teachers (HS) 1.54 FTE \$ 139,862 CTE Grant Rs 6387 CTE IT Support .095 FTE \$11,414 - CTE Grant Rs 6387 CTE Teachers .40 FTE \$51,632 - SWF Grant Rs 6388</p> <p>CTE Work Based Learning Coordinator .40 FTE \$17,140 - Strong Workforce Grant Rs 6388 CTE Student Workers Extra Hourly Work \$3,529 - Strong Workforce Grant Rs 6388</p>		
1.3	Career and College Support Programs	<p>Continued expansion and implementation of Advancement Via Individual Determination (AVID) 6 - 12 (LCFF Supplemental) to support unduplicated students who are underrepresented or may be first in their family to attend college to be college-eligible and college-prepared.</p> <p>AVID UCSC tutors \$20,000 &amp; field trips: \$10,000 LCFF Supplemental Rs 0700 AVID Contract: \$30,000 Title I Rs 3010</p> <p>AVID Teachers: .1.17 FTE (S) \$156,953 LCFF Base Rs 0000 AVID Teachers: .81 FTE (S) \$89,700 LCFF Supplemental Rs 0700 AVID Teachers: 1.4 FTE (S) \$147,516 Title I Rs 3010 AVID Teachers .97 FTE (S) \$89,266 ESSER III (3213)</p> <p>Adoption of the California College Guidance Initiative (CCGI) provides a data and planning infrastructure that helps to increase</p>	\$543,435.00	Yes

Action #	Title	Description	Total Funds	Contributing
		postsecondary preparation and attainment for students in California (\$0).		
1.4				

## Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Santa Cruz City Schools has diligently worked to provide a robust and consistent counseling program for students to ensure college and career preparedness. Our counselors supported students through classroom presentations as well as one-on-one counseling sessions to provide students with the needed tools to be college and career ready after graduation. Counselors implemented the Santa Cruz County College and Career Collaborative School Counselor Handbook and implemented lessons in the areas of High School Navigation, 4-Year Planning, Course Selection and Career Exploration. The hard work of our counselors and the fidelity of our counseling program is evidenced by the increased numbers of students (including unduplicated students) in successful A-G completion, increased participation in AP/IB courses as well as increased graduation rates.

During the 22-23 school year, it became clear that further calibration, articulation and alignment of practices are needed as we enter the 23-24 school year.

Transcript audits have been an important process for our counselors, Assistant Principals and other staff in order to study student patterns of achievement and to identify obstacles for students.

The transition to the California College Guidance Initiative (CCGI) began in the 22-23 school year, and will provide our students and staff with a data and planning infrastructure necessary for postsecondary preparation. In 22-23, the development of a CCGI scope & sequence was the focus, but it will not be fully implemented until 23-34. Because our former platform Naviance was viewed as clunky and unhelpful, many students applied to colleges without the aid of an online program, resulting in additional challenges for students.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

In 23-24, we were not able to fill all positions at all sites, including some AVID Tutors and Social Worker interns.

An explanation of how effective the specific actions were in making progress toward the goal.

#### Action 1.1

Implementation of the counselor handbook has allowed for greater alignment between sites regarding student outcomes for college and career preparedness. Monthly meetings with the Student Services Director has allowed for the establishment of consistent outcomes and refinement of the overall counseling program.

#### Action 1.2

Our CTE program continues to thrive and grow in SCCS. In addition to maintaining a strong CTE program at each of our comprehensive high schools and Costanoa, we have been able to expand. In 22-23, middle school students were able to participate in CTE courses with Branciforte Middle School offering Arts, Media, Entertainment and STEM and Mission Hill Middle offering Mill Cabinetry/Woodworking. At the high school, Cabrillo Dual Enrollment Biotech 2 was added at Soquel High, IT Essentials COE CTE courses were added at Soquel and Santa Cruz High Schools and additional sections of Mill Cabinetry/Woodworking were added at Santa Cruz High School. Our CTE courses also continue to show proportional representation of our district demographics and many of our unduplicated students are enrolled in a CTE course at our high schools.

#### Action 1.3

AVID is an important program and, in 21-22, SCCS was able to expand the program with an additional AVID section at each of our middle schools which we continued to do in 22-23. Both parent and student input has highlighted the importance of AVID for our unduplicated students in successful college eligibility as well as the work habits that students need to be successful at a four-year university. Harbor High School, a site with the largest number of AVID sections, had the highest UC acceptance rate in the distance though it is a Title I school. Additionally, AVID methodologies are also widespread at our campuses and supports students with organization, successful completion of advanced courses and the college application process in the 12th grade year.

#### Action 1.4

Student feedback has indicated that Naviance did not have a positive impact on navigating the college application process and students reported wanted more 1:1 college admission support and help. As a result, 22-23 was focused on planning and training for the full implementation of the College & Career Guidance Initiative (CCGI) platform in 23-24.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

The following changes that resulted from reflections on prior practice are as follows:

- Expansion of CTE courses specifically based on CTE Advisory Committee recommendations: New CTE pathways based on local labor market data & student interest (Dual Enrollment Education Pathway & Behavioral Health) and Soquel High is adding Computer Science CTE back in their CTE offerings.
- Continued AVID offerings at all middle and high schools.
- Transition from Naviance to the California College Guidance Cradle to Career (CCGI) platform with full implementation in 23-24. A schedule of classroom visitations, pre and post surveys and progress monitoring will be newly implemented next year. SCCS is working diligently to move away from a drop-in, one-on-one counseling model in order to provide a guaranteed, viable curriculum to all students with content delivered in classrooms--a major shift from past practice.
- Santa Cruz and Soquel High Schools both underwent a transcript audit process with the Riverside County Office of Education in 23-24 and this will be an ongoing process in subsequent years.
- Metrics: in addition to tracking participation in AP courses, we began to closely monitor and track successful completion of both the course and the AP exam as we continue our work to open successful access to AP courses for our unduplicated students.

**A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.**

# Goals and Actions

## Goal

Goal #	Description
2	SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

An explanation of why the LEA has developed this goal.

The need for social emotional supports for all students is a cornerstone of our MTSS program and a critical need. Currently, SCCS has a tiered social emotional program to respond to the needs of our students. Additionally, stakeholder feedback from families, students and staff has clearly communicated that students continue to need social emotional and mental health supports, and there is a deep concern that some students have been severely impacted by the effects of the pandemic, and positive responses on our LCAP Student Survey as well as our Social Emotional Health Survey show that though there has been some rebound, some students are still struggling, particularly at the secondary level.

Additionally, chronic absenteeism is "very high" at the elementary level and "high" at the secondary level on our 2022 California School Dashboard.

Secondary Student survey results:

Social Emotional Survey Data:

- "I am satisfied / very satisfied with my school experience": 47%
- "On most days, I feel my life has a sense of direction and meaning": 47%
- "I feel like I am part of my school": 50%

Secondary Student LCAP Survey results:

- "I feel that the school recognizes and values student accomplishments": 57%
- "When I have problems or challenges, I feel there are adults at the school to help and support me": 61%
- "I feel that teachers and administrators care about all students": 59%

The actions in Goal #2 support our tiered MTSS framework which includes the following:

Tier 1 Social Emotional Programs and Systems

Social Emotional programs and systems are an integral part of our MTSS efforts TK-12. These programs support all students and are research-based and data-driven.

- TK - 5: Programs at this grade span include the Second Step Curriculum (instruction in social and emotional learning, i.e. empathy and emotion management), and Positive Behavioral Intervention and Supports or PBIS (a schoolwide, universal system in which students learn behavioral expectations and are recognized for positive behavior). Another program, Zones of Regulation, is a framework to support emotional regulation.
- 6 - 8: Positive Behavioral Intervention and Supports (PBIS) and Trauma Informed Practices
- 9 - 12: Programs at the high school include Restorative Practices and Trauma Informed Practices. Restorative Practices include a set of principles and practices that build community and restore relationships when harm has occurred. These practices support and complement current school initiatives and can be used to positively impact school culture, discipline, and academic needs. Trauma Informed Practices address chronic stress and trauma, and self care and regulation. These practices include trauma sensitive schoolwide protocols and classroom instruction.
- Social Emotional Health Counselors (Tiers 1 & 2)
- Counselor Classroom Presentations / Lessons
- Classroom Accommodations and Flexibility
- Secondary Mindfulness Activities
- Student Study Team (SST) referrals to determine targeted accommodations
- Student counseling referral forms available for all staff with a protocol for counselor response

#### Tier 2 Social Emotional Programs and Systems

Tier 2 programs and systems are in place to provide more individualized support to students who need more than they are receiving in Tier 1.

- Social Emotional Health Counselors (Tiers 1 & 2)
- Site Attendance Review Teams collaboration with social workers
- Counselor one-on-one guidance
- Small group counseling
- Social Emotional Health Survey Student Protocol (students are identified for intervention if answers indicate a critical need)
- School Community Coordinators outreach
- Parent Network support classes

#### Tier 3 Social Emotional Programs and Systems

Tier 3 programs and systems are provided to individual students and deliver a more individualized approach than is available in Tier 2.

- Social Worker, interns outreach, support and home visits
- Referral to Encompass Community Services for intensive therapeutic counseling for students and families
- Referrals to other community organizations such as NAMI, Family Service Agency, Community Action Board, etc.

In 22-23, Beyond SST was implemented at the elementary and middle school levels. This online system includes a form set that was developed with input and evaluation by the OCR (Office of Civil Rights) compliance office in San Francisco, and allows for compliance, collaboration and easy sharing of data when developing and reporting on SSTs and 504s. Plans to implement Beyond SST will happen in the 23-24 school year.



With MAA reimbursements (Medi-Cal Administrative Activities), SCCS has onboarded MTSS Health and Wellness Coordinator whose tasks include management of Title IX, expulsions, district behavioral systems (including Restorative Practices and Positive Behavioral Intervention and Supports), Trauma Informed Practices, attendance intervention systems, suicide prevention as well as positive consent training.

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Social Emotional Health Survey Results	2020-2021 Elementary Survey Data: "I feel thankful for my school": 87%  "I feel thankful that my teachers are nice": 97%  Secondary Survey Data: "I am satisfied / very satisfied with my school experience": 38%  "On most days I feel enthusiastic": 45%	2021-2022 Elementary Survey Data: "I feel thankful for my school": 86%  "I feel thankful that my teachers are nice": 96%  Secondary Survey Data: "I am satisfied / very satisfied with my school experience": 52%  "On most days I feel enthusiastic": 46%	2022-2023 Elementary Survey Data: "I feel thankful for my school": 84%  "I feel thankful that my teachers are nice": 93%  Secondary Survey Data: "I am satisfied / very satisfied with my school experience": 47%  "On most days I feel enthusiastic" (this question was not		In 2023-2024:  Elementary Data: Continue high levels of students feeling thankful and that their teachers are nice (87% and above).  Secondary Data: Students who felt satisfied with their school experience, enthusiastic and who felt that they belonged to a community will increase by 15% with a 5% increase each year.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	"I feel I belong to a community": 48%	"I feel I belong to a community": 51%	asked on the 22-23 survey)  "I usually expect to have a good day": 48%  "I feel I belong to a community": 48%		
LCAP Student Survey Results	2020-2021 Elementary Student LCAP Survey  "I feel connected and engaged with school": 67%  "I feel that the school recognizes and values student accomplishments": 82%  "When I have problems or challenges, I feel there are adults at the school to help and support me": 77%  "I feel that teachers and administrators	2021-2022 Elementary Student LCAP Survey  "I feel connected and engaged with school": 80%  "I feel that the school recognizes and values student accomplishments": 73%  "When I have problems or challenges, I feel there are adults at the school to help and support me": 76%	2022-2023 Elementary Student LCAP Survey  "I feel like I am a part of my school": 85%  "I feel that the school wants students to do well and recognizes when they do.": 93%  "When I have problems, there are adults at school who will help me.": 85% "Teachers and principals care about all students." 92%		Elementary Data: Increase /maintain positive response trends each year so that all responses are at 85% and above.  Secondary Data: Increase positive response rate for each question by 15% with a 5% increase each year.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	<p>care about all students": 87%</p> <p>Secondary Student LCAP Survey: "I feel connected and engaged at school": 43%</p> <p>"I feel that the school recognizes and values student accomplishments": 52%</p> <p>"When I have problems or challenges, I feel there are adults at the school to help and support me": 58%</p> <p>"I feel that teachers and administrators care about all students": 63%</p>	<p>"I feel that teachers and administrators care about all students": 87%</p> <p>Secondary Student LCAP Survey: "I feel connected and engaged at school": 51%</p> <p>"I feel that the school recognizes and values student accomplishments": 51%</p> <p>"When I have problems or challenges, I feel there are adults at the school to help and support me": 63%</p> <p>"I feel that teachers and administrators care about all students": 60%</p>	<p>Secondary Student LCAP Survey: "I feel connected and engaged at school": 61%</p> <p>"I feel that the school recognizes and values student accomplishments": 57%</p> <p>"When I have problems or challenges, I feel there are adults at the school to help and support me": 61%</p> <p>"I feel that teachers and administrators care about all students": 59%</p> <p>*Teacher feedback stated that elementary students were having a difficult time answering questions. As such, questions were revised this year to be more elementary-friendly.</p>		

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Attendance / Engagement Data	2020-2021 Attendance Positive Percentage Rates  Bay View Elementary: 95.2% DeLaveaga Elementary: 97% Gault Elementary: 94.6% Monarch Elementary: 97.6% Westlake Elementary: 96.9% Branciforte Middle School: 97.1% Mission Hill Middle School: 98% Costanoa High School: 86.3% Harbor High School: 97% Santa Cruz High School: 98.5% Soquel High School: 97.8%	2021-2022 Positive Attendance Rates  Bay View Elementary: 91% DeLaveaga Elementary: 93% Gault Elementary: 91% Monarch Elementary: 94% Westlake Elementary: 93% Branciforte Middle School: 93% Mission Hill Middle School: 93% Costanoa High School: 87% Harbor High School: 92% Santa Cruz High School: 94% Soquel High School: 94%	2022-2023 Positive Attendance Rates will be added end of year		In 2023-2024, will reach at least 95% or above for all school sites.

## Actions

Action #	Title	Description	Total Funds	Contributing
2.1	Social Emotional Support Staff	<p>To ensure the social emotional health of all students but, in particular, the acute needs of students who are English learners, low income and Students with Disabilities, the implementation of strong social emotional systems throughout the district with increased staff.</p> <p>Counseling Staff</p> <ul style="list-style-type: none"> <li>• Counselors at each school site (See Goal #1)</li> <li>• Continue .2 FTE counseling support at both middle schools to ensure students' social emotional needs are addressed and to work to better connect 6th - 8th grade students to school with a strategic focus on connecting our English Learners, Foster Youth and low income students.</li> </ul> <p>Social Emotional Health Staff</p> <ul style="list-style-type: none"> <li>• 1.0 Social Emotional Counselor (LCSW/LMFT) at each high school for social emotional support at each middle and high school and 1.0 at Costanoa.</li> <li>• Social Work / LMFT Interns will provide social emotional counseling and supports with a particular focus on unduplicated students' needs.</li> <li>• Social Workers to remove obstacles to school success focused primarily on unduplicated pupils and their families.</li> </ul> <p>Social Emotional Administrative Staff</p> <p>MTSS Health and Wellness Coordinator: Title IX, expulsions, district behavioral systems (including Restorative Practices and Positive Behavioral Intervention and Supports), Trauma Informed Practices, attendance intervention systems, suicide prevention as well as positive consent training.</p> <p>Trained Social Emotional Classified Staff</p> <p>Positive Behavior Intervention Support (PBIS) Technicians at each elementary school to support students needing Tier 2 and Tier 3 behavior training and support. These PBIS Technicians will be working with their site PBIS teams to receive training to meet the needs of</p>	\$2,301,944.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>each student they support</p> <p>Social Emotional Training &amp; Professional Development</p> <ul style="list-style-type: none"> <li>• Implementation of a collaborative PLC for Social Emotional Counselors, with the shared purpose of improving students' mental health and access to education.</li> <li>• A robust parent education offerings calendar for the 2023-24 school year based on identified needs (ie., vaping, substance abuse, etc).</li> <li>• Professional learning plan for PBIS Techs to strengthen capacity.</li> <li>• Professional Development Plans for LMFTs/LCSWs, Counselors, Nurses, Social Workers.</li> <li>• Further build the capacity of Elementary Behavior Paraprofessionals to provide classroom support by creating a professional learning community for this team.</li> </ul> <p>Social Worker (E) .1.00 FTE \$115,203 LCFF Base Rs 0000, Social Workers (S) 2.0 FTE \$283,995 LCFF Supplemental Rs 0700</p> <p>Social Worker Intern Stipends  4 @ Elementary = \$20,694 LCFF Supplemental Rs 0700  6 @ Secondary = \$31,040 LCFF Supplemental Rs 0700</p> <p>Behavior Tech PBIS (E) 5.875 FTE \$494,272 Base Rs 0000  Behavior Tech PBIS (E) 1.875 FTE \$157,331 LCFF Supplemental Rs 0700</p> <p>MTSS Health and Wellness Coordinator 1.00 FTE \$171,190 ESSER III Rs 3213</p> <p>Social &amp; Emotional MFT's (S) 6.0 FTE = \$1,028,219 ESSER III Rs 3213</p>		

Action #	Title	Description	Total Funds	Contributing
2.4	School Connectedness	<p>.4 FTE Activities Director at each comprehensive high school and .1 FTE at Costanoa Continuation High School to promote school connectedness for all students and to promote and monitor school connectedness for English learners, Foster Youth and low income students.</p> <p>High School Teams to attend Positive Behavioral Intervention &amp; Supports (PBIS) conference in the fall and development of a plan to implement PBIS at all high school sites \$20,000 ESSER III</p> <p>Middle School School Connectedness/PBIS release/support periods (Branciforte .20 FTE \$26,017 and MHMS .20 FTE \$22,230 LCFF Supplemental Rs 0700</p> <p>School Connected Activities Director @ each HS (S) 1.30 FTE \$163,963 LCFF Supplemental Rs 0700</p> <p>Leadership/Student Engagement @ HRHS (S).20 FTE \$22,795 LCFF Supplemental Site Rs 0700</p> <p>Leadership/Student Engagement @ MHMS (S).20 FTE \$22,230 LCFF Supplemental Site Rs 0700</p>	\$257,235.00	Yes
2.5	Social Emotional Systems of Support Programs & Collaboration	<p>Santa Cruz City Schools has robust Social Emotional Systems of support as part of its larger Multi-Tiered Systems of Support (MTSS) Framework. These efforts include the implementation of research-driven programs and curriculum, ongoing partnerships, ongoing professional training and planning as well as Social Emotional tools. Each of these components is described below.</p> <p>Research-Driven Programs &amp; Curriculum Site Programs</p> <ul style="list-style-type: none"> <li>Positive Behavioral Interventions and Support (PBIS)</li> </ul>	\$11,213.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>PBIS programs have been implemented at all elementary and middle school sites as a Tier 1 behavioral support system that focuses on clarity of behavioral expectations and positive reinforcement for positive behavior. Some High School staff will attend PBIS training in October.</p> <ul style="list-style-type: none"> <li>• Second Step Curriculum</li> </ul> <p>The Second Step curriculum is established at each elementary site and Branciforte Middle School. Second Step is a holistic approach to building supportive communities for every child through social-emotional learning using universal, classroom-based, social-emotional learning curriculum for Kindergarten–Grade 8 that nurtures children's social-emotional competence and foundational learning skills.</p> <ul style="list-style-type: none"> <li>• Restorative Practices</li> </ul> <p>Restorative Practices will continue to be explored and implemented at the high school level as a means to support building student community. High School staff will attend Restorative Justice trainings and determine how to begin/maintain implementation at their respective sites to decrease suspension and expulsion rates for secondary unduplicated students, with a particular focus on Hispanic/Latine and low income students.</p> <p>Other Programs &amp; Initiatives</p> <ul style="list-style-type: none"> <li>• Countywide Counseling Curriculum Handbook at Secondary.</li> <li>• Continued implementation of Trauma Informed Practices.</li> <li>• Continued implementation of the Companion Project Grant to help families connect to counseling/therapy services in our community.</li> <li>• SCHS Dream Team at all high school sites (a collaborative team comprised of Social Emotional Counselors, Counselors, Rtl Coordinators, Campus Security, Administration, Credit Recover teachers and/or Peer Tutoring Coordinator who case manage students with academic and/or behavioral issues).</li> </ul>		



Action #	Title	Description	Total Funds	Contributing
		<ul style="list-style-type: none"> <li>• Provide parent education on health related issues including vaping, drug use, suicide prevention and safe use of social media.</li> </ul> <p>Ongoing Partnerships</p> <ul style="list-style-type: none"> <li>• Continued partnerships with NAMI (National Alliance on Mental Illness), Monarch Services, Walnut Avenue Family and Women’s Center and/or Applied Crisis Training to provide suicide prevention and active consent/sexual harassment training for students and families in secondary.</li> <li>• Implement the Thriving Youth Community Grant to address student substance abuse.</li> <li>• Safety and Wellness Coordinator continued partnership with COE’s School Climate and Wellness Coordinator and California PBIS Coalition to be recognized for PBIS implementation following the National PBIS blueprints.</li> <li>• Safe Schools Project works with seven of our sites to create model LGBTQ schools.</li> </ul> <p>Ongoing Professional Training &amp; Planning</p> <ul style="list-style-type: none"> <li>• Refine PBIS, Trauma Informed Instruction and Restorative Justice systems.</li> <li>• High School teams will attend a PBIS conference in October to strengthen site behavioral systems.</li> <li>• Implementation of a Social Emotional Counselor Professional Learning Community to align practices and establish guaranteed services for students in need.</li> <li>• Use Social Emotional Health Survey follow-up protocol to counsel and provide resources to students identified as "high risk" from survey results.</li> <li>• Continued implementation of Student Services Handbook to reflect MTSS tiered systems.</li> <li>• Continue efforts of the LGBTQ Task Force to support a safe, welcoming environment at all schools including continued implementation of the Safe Schools Index.</li> </ul>		

Action #	Title	Description	Total Funds	Contributing
		<p>Systems &amp; Tools</p> <ul style="list-style-type: none"> <li>• Aligned electronic referral Google form for mental health support services at the site</li> <li>• MOUs to allow social services agencies to collaborate and share information before the start of the school year (ie., shelters).</li> <li>• Implement online Beyond SST at all sites to support the academic, behavioral and social emotional needs of students.</li> <li>• School Wide Information System (SWIS) for monitoring student behavior has been implemented at all elementary sites</li> </ul> <p>Mental/Social Emotional Health Systems (LMFTs / Social Workers / Special Education): Ongoing meetings and trainings focused on Social Emotional Health Survey results to inform social emotional student groups and customized student services.</p>		

Action #	Title	Description	Total Funds	Contributing
2.6	Students in Transition Support Systems and Practices	<p>Continued support for Students in Transition and Foster Youth in SCCS by providing needed materials for school as well as addressing basic needs.</p> <p>Implementation of a Wellness Center at Soquel High School through our partnership with the County Office of Education with plans to subsequently implement Wellness Centers at all high school sites.</p> <p>Student Services Administrative Assistant to manage outreach and support efforts for Students in Transition/Foster Youth (.12).</p> <p>Set aside funding for materials and resources to support Students in Transition.</p> <p>Facilitate Boys and Girls Club enrollment during summer for elementary Students in Transitions.</p> <p>Continue bus route that includes a direct pick up at shelter for Students in Transition and provide bus passes to students.</p> <p>Mileage for staff outreach / home visits.</p> <p>Food Pantries at each secondary site for low income students and families.</p>	\$36,368.00	Yes
2.7	Attendance Intervention Systems	<p>Student Services, site staff and Social Workers will continue to collaborate on systems that track and respond to students who are in danger of becoming chronically absent, including outreach, letters, counseling and home visits as needed to intervene on behalf of all students but particularly for students who are displaced, in transition and low income.</p>	\$56,696.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>Summer attendance outreach–Social Workers and one Bilingual School Community Coordinator will case-manage and follow up on chronically absent students throughout the summer and intensively during the first week of school.</p> <p>.6 Social Worker assigned to address chronic absenteeism</p> <p>Attendance Intervention @ MHMS (S) .25 FTE \$11,886 Site LCFF Supplemental Rs 0700  Attendance Social Worker - .60 FTE \$43,810 ESSER III Rs 3213  Attendance Summer Outreach: 3 Social Workers @ 10 hours each; Bilingual Coordinator @ 10 hours (EWR's = \$1,000 ESSR III) Rs 3213</p>		

## Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Social Emotional Health was a major focus in the 22-23 school year, and, like most districts, we continued to be challenged by increased student mental health needs as well as increased needs from many of our families who were experiencing trauma, transition and food insecurity and a host of other profound challenges. With the availability of COVID resource money, we are able to maintain an expansion of social emotional support staff through 2024.

In addition to counselors at all grade spans, the addition of an LMFT Social Emotional Health Counselor at each secondary site has deepened mental health support as these counselors provide 1:1 support as well as group support for students in need. Our Social Workers and Social Work Interns also remained as part of our MTSS efforts and provided Tier 3 and wraparound services to our students with the highest needs.

Our PBIS aides continued in their important roles at our elementary sites. We were also able to maintain .4 FTE Activities Director at each comprehensive high school as well as school connectedness release time for the middle schools and Costanoa Continuation High School to promote school connectedness for all students and to promote and monitor school connectedness for English Learners, Foster Youth and Low Income students.

Additionally, social emotional support programs such as Positive Behavioral Interventions and Support (PBIS) (TK-8), Second Step Curriculum and the implementation of Restorative Justice and Trauma-Informed Practices were implemented at all grade spans. Every year, our Safety & Wellness Coordinator trains PBIS aides in Handle with Care, a de-escalation program.

Though we have strengthened and expanded our tiered social emotional supports at all grade spans, Food Pantries are still a work in progress. Currently, Food Pantries is a joint effort between our Student Services and Food Services departments. Our Food Services department continues to work extraordinarily hard in providing free meals to all students in our district. As such, and due to difficulties with hiring and retaining food services staff, establishing a system for providing food through Second Harvest Food Bank and New Leaf Markets at our school sites requires hours and staffing that we do not currently have. We are currently meeting to plan how we can resolve this issue of providing increased resources to our students and community with limited staffing.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Due to lack of staffing, Food Pantries are not yet established.

An explanation of how effective the specific actions were in making progress toward the goal.

**Action 2.1**  
Increased social emotional health staff and expanded efforts continues to strengthen our overall MTSS tired program. The Second Step curriculum at elementary and the Social Emotional Counselors at secondary continued to provide an increased level of support at all grade levels that is steeped in student needs and best practices.

Our MTSS Health and Wellness Coordinator provided hands-on facilitation and training around Title IX, district behavioral systems (including Restorative Practices and Positive Behavioral Intervention and Supports), Trauma Informed Practices and attendance intervention systems. This year, suicide prevention and positive consent training occurred at each secondary site.

At elementary, PBIS techs positively impacted student behavior on the playground as students adjusted to being social and play situations after distance and hybrid learning.

The result of these increased efforts led improved attendance rates, high rates of positivity on student surveys and positive ratings on the California Dashboard for suspensions.

**Action 2.4**  
Activities Directors at the high school and release periods at the middle school for school connectedness allowed for the continuation of school activities as well as extracurricular activities for students who were in need of re-engagement and personal connections with peers.

This year the Activities Directors also planned together over several days to strengthen calibration of our programs around inclusivity and leadership best practices.

**Action 2.5**  
Elementary Principals continued the implementation of the Second Step curriculum which provides a guaranteed viable curriculum for social emotional health. At the secondary level it must be noted that a continued "restart" of PBIS and Restorative Justice practices needed to occur as students adjusted to being back to in-person learning. Though some students continue to struggle with this adjustment, teachers and administrators reported that some negative behaviors were lessening, and there was a continued positive rebound on our LCAP and Social Emotional Health surveys in relation to school engagement.

Additionally secondary students received instruction in Title IX, sexual harassment, active consent and dating safety.

**Action 2.6**  
Strong attendance intervention systems have been implemented throughout the district. Student Services, sites and social workers will continue to collaborate on systems that track and respond to students who are in danger of becoming chronically absent, including outreach, letters, counseling and home visits as needed to intervene on behalf of all students but particularly for students who are displaced, In Transition and Low Income.

**Action 2.7**  
The district continued to provide integral services and resources for our displaced and In Transition families and students. Currently, we have 79 students who have been identified as In Transition, and these students have received services that are ongoing from their first day in school. Services we have provided include food, clothing, shoes, medical services, transportation, social/emotional support, backpacks, school supplies, hygiene packs, and scheduling doctors appointments (dentist, eye, medical).

As evidenced by our LCAP Student Survey and our Social Emotional Health Survey, student attitudes and positivity remain mostly positive and steady in 22-23.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

For 23-24, high schools will begin to explore and attend training in Positive Behavioral Intervention & Supports (PBIS) based on the continuing challenges of student behavior. Though there has been some rebound, teachers continue to report challenging student behavior post-distance learning.

In the summer of 2023, a summer attendance outreach program will occur in which social workers will directly case manage and visit students who were chronically absent in 22-23. A continued focus on these students will happen in the first month of school.

SCCS Superintendent and staff have reached out to the County Office of Education and local health agencies such as MERTY (Mobile Emergency Response Team for Youth) as well as Child Protective Services (CPS) with the outcome of better alignment and partnership to best support students in crisis.

**A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.**

# Goals and Actions

## Goal

Goal #	Description
3	We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

An explanation of why the LEA has developed this goal.

Santa Cruz City Schools believes that demographics should not determine outcomes. Strategic and concentrated work has occurred to address the learning gaps in our district. The focus of our MTSS effort is to create a rigorous academic program with a guaranteed, viable curriculum that works to ensure the success of all students. Our focus on Tier 1 first good instruction is to ensure that we are meeting the needs of the majority of our students, while those students who need more strategic and individualized support are provided through our Tier 2 and Tier 3 systems and programs.

In past years, CAASPP data and Dashboard data has shown that not all students are achieving at high levels, and that our English Learners, Low Income and Students with Disabilities are achieving at levels lower than their White and Asian counterparts. Our current local data shows that though many groups have continued to grow in our virtual classrooms, the gap remains in both reading and math from elementary through high school for these groups. Additionally, our most current graduation data, A-G completion data and grade data show how these gaps directly affect college and career outcomes for these students. Current iReady data at the elementary and middle school levels also show performance gaps between students groups, with our English learners, Latine and low income students performing at lower rates than our White and Overall student groups.

Though we have not eradicated differences in performance levels, we have seen a profound and positive impact on performance gaps due to our strong Rtl program. This year, our efforts have accelerated student growth across the board as evidenced in our iReady and MAP achievement data. In 23-24, we will continue districtwide implementation of our Rtl program.

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Elementary iReady Reading & Math	iReady diagnostic assessments were	Spring Reading & Math iReady	Spring Reading & Math iReady		By 2023-2024, the percentage of overall



Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	<p>implemented in 21-22 and replaced Pioneer Valley.</p> <p>Fall 2021 Reading % of student group on grade level "n" = # of students in student group</p> <p>All: 36% n=954 Hispanic: 18% n=391 White: 36% n=785 EL: 2% n=181 Low Income: 15% n=344 Special Ed: 15% n=165</p> <p>Fall 2021 Math % of student group on grade level "n" = overall # of students in student group</p> <p>All: 15% n=1056 Hispanic: 4% n=446 White: 14% n=862 EL: 0% n=207 Low Income: 5% n=374</p>	<p>diagnostic assessments</p> <p>Spring 2022 Reading % of student group on grade level "n" = # of students in student group</p> <p>All: 59% n=951 Hispanic: 39% n=424 White: 57% n=777 EL: 19% n=210 Low Income: 36% n=346 Special Ed: 32% n=154</p> <p>Spring 2022 Math % of student group on grade level "n" = overall # of students in student group</p> <p>All: 52% n=1380 Hispanic: 29% n=649 White: 52% n=1098 EL: 16% n=287 Low Income: 31% n=450</p>	<p>diagnostic assessments</p> <p>Spring 2023 Reading % of student group on grade level "n" = # of students in student group</p> <p>All: 63% n=1306 Hispanic: 43% n=510 White: 63% n=1040 EL: 23% n=228 Low income: 44% n=477 Special Ed: 35% n=243</p> <p>Spring 2023 Math % of student group on grade level "n" = # of students in student group</p> <p>All: 55% n=1564 Hispanic: 31% n=631 White: 56% n=1238 EL: 21% n=288 Low income: 36% n=564</p>		<p>students and student groups who score on or above grade level on iReady Reading and Math will increase by 20% with a 10% increase each year (over two years).</p>

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	Special Education: 6% n=174	Special Education: 28% n=210	Special Ed: 29% n=280		
iReady ELA and Math (Middle School)	<p>Grades 6-8 iReady Reading &amp; Math diagnostic assessments</p> <p>Fall 2021 Reading % of student group on grade level "n" = overall # of students in student group</p> <p>All: 46% n=926 Hispanic: 21% n=354 White: 45% n=784 EL: 0% n=99 Low Income: 20% n=299 Special Ed: 11% n=149</p> <p>Fall 2021 Math % of student group on grade level "n" # of students in student group</p> <p>All: 25% n=927 Hispanic: 9% n=353</p>	<p>Grades 6-8 iReady Reading &amp; Math diagnostic assessments</p> <p>Winter 2022 Reading % of student group on grade level "n" = overall # of students in student group</p> <p>All: 55% n=940 Hispanic: 31% n=359 White: 56% n=794 EL: 5% n=105 Low Income: 32% n=301 Special Ed: 16% n=144</p> <p>Winter 2022 Math % of student group on grade level "n" # of students in student group</p> <p>All: 35% n=927 Hispanic: 16% n=358</p>	<p>Grades 6-8 iReady Reading &amp; Math diagnostic assessments</p> <p>Spring 2023 Reading % of student group on grade level "n"= # of students in student group</p> <p>All: 55% n=831 Hispanic: 35% n=324 White: 55% n=700 EL: 15% n=84 Low income: 36% n=301 Special Ed: 21% n=139</p> <p>Spring 2023 Math % of student group on grade level "n"= # of students in student group</p> <p>All: 41% n=826 Hispanic: 20% n=311</p>		<p>By 2023-2024, the percentage of overall students and student groups who score on or above grade level on iReady Reading and Math will increase by 20% with a 10% increase each year (over two years).</p>

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	White: 25% n=786 EL: 0% n=99 Low Income: 7% n=302 Special Education: 2% n=146	White: 33% n=788 EL: 2% n=107 Low Income: 13% n=301 Special Education: 6% n=140	White: 40% n=692 EL: 3% n=74 Low income: 19% n=295 Special Ed: 9% n=136		
Math Measures of Academic Performance (MAP) Scores (formerly High School Math Checkpoints)	High School Math MAP Fall 2021  Fall 2021 Percentage of students approaching or above grade level by student group and course:  Integrated 1 All: 56% (386/506) Latine: 40% (119/297) White: 70% (219/312) Low Income: 45% (103/229) English Learners: 5% (3/64) Students with Disabilities: 19%(17/88)  Integrated 2 All: 70% (444/634)	High School Math MAP Winter 2022 (End of Year to be added in June 2022)  Winter 2021 Percentage of students approaching or above grade level by student group and course:  Integrated 1 All: 72% (366/506) Latine: 61% (117/192) White: 81% (201/247) Low Income: 61% (95/155) English Learners: 24%(8/33) Students with Disabilities: 41%(23/56)  Integrated 2	22-23 Data will be added in June 2023.		By 2023-2024, the percentage of overall students and student groups who score on or above grade level on the High School Math MAP will increase by 20% with a 10% increase each year (over two years).

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	<p>Latine: 51% (139/274)  White: 87% (251/289)  Low Income: 55% (94/171)  English Learners: 17% (9/52)  Students with Disabilities: 44%(25/57)</p> <p>Integrated 3  All: 80% (277/346)  Latine: 61% (77/126)  White: 90% (171/190)  Low Income: 46% (46/79)  English Learners: 21% (3/14)  Students with Disabilities: 39% (9/23)</p>	<p>All: 76% (237/305)  Latine: 57% (57/100)  White: 86% (141/165)  Low Income: 55% (37/67)  English Learners: 19% (8/33)  Students with Disabilities: 33%(10/30)</p> <p>Integrated 3  All: 85% (310/366)  Latine: 68% (71/105)  White: 92% (205/223)  Low Income: 73% (51/70)  English Learners: 33% (3/16)  Students with Disabilities: 67%(10/30)</p>			
Middle and High School Grades	<p>2020-21  Middle School and High School Grades - D and F Rates</p> <p>Branciforte Middle School: 39.2%  Mission Hill Middle School: 29.6%  Harbor High School: 23.6%</p>	<p>2021-22  Middle School and High School Grades - D and F Rates</p> <p>Branciforte Middle School: 16.6%  Mission Hill Middle School: 22.2%  Harbor High School: 33.2%</p>	<p>22-23  Final data will be added in June 2023. First semester data is below.</p> <p>Below are 22-23 rates based on 1st semester:</p>		<p>By 2023-2024, the percentage of students who receive a D or F will decrease by 15% with a 5% decrease each year.</p>

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	Santa Cruz High School: 21.9% Soquel High School: 23.7%	Santa Cruz High School: 19.6% Soquel High School: 28.2%	Middle School and High School Grades - D and F Rates  Branciforte Middle School: 15.7% Mission Hill Middle School: 22.5% Harbor High School: 31.2% Santa Cruz High School: 19.6% Soquel High School: 30.3%		
ELPAC Scores	2019 - 2020 ELPAC  Grade Spans: K - 12 ELPAC Growth % of students who grew 2 levels: 2.17% % of students who grew 1 level: 19.86% % of students who stayed the same: 54.48% % of students who went back 1 level: 18.77% % of students who went back 2 levels: 0.72%	2021-22 ELPAC  Grade Spans: K - 12 ELPAC Growth % of students who grew 2 levels: 18.5% % of students who grew 1 level: 32.14% % of students who stayed the same: 30.43% % of students who went back 1 level: 10.41% % of students who went back 2 levels: 5.86%	2022-23 ELPAC  Scores will be added summer 2023 when they become available.  Grade Spans: K - 12 ELPAC Growth % of students who grew 2 levels: % % of students who grew 1 level: % % of students who stayed the same: % % of students who went back 1 level: % % of students who went back 2 levels: %		By 2023-2024, the percentage of students who grew 1 or more levels on the ELPAC will grow 15% with a 5% increase each year.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Reading Measures of Academic Performance (MAP) Scores	Fall 2021 Scores Latine: 67% White: 87% EL: 21% RFEP: 68% Special Ed: 33% Low Income: 66%	Spring 2022 Scores Latine: 70% White: 85% EL: 24% RFEP: 75% Special Ed: 42% Low Income: 78%	22-23 Data will be added in June 2023.		By 2023-2024, the percentage of overall students and student groups who score on or above grade level on the High School Reading MAP will increase by 20% with a 10% increase each year (over two years).

## Actions

Action #	Title	Description	Total Funds	Contributing
3.1	Elementary Rtl Program	<p>SCCS will provide a strong tiered academic and intervention program with additional staff to support and intervene on behalf of all students, but particularly for students who are English learners, low income, Students in Transition and Foster Youth and Students with Disabilities. The following are implemented at Bay View, DeLaveaga, Gault and Westlake elementary schools:</p> <p>1.0 ELA Rtl Coordinator at each school site. 1.0 Math Rtl Coordinator for each elementary site. .40 small schools</p> <p>Academic Intervention para professionals for English Learner Support</p> <p>Math, Literacy &amp; Tech Integration tools to support academic intervention, instruction and formative assessments for elementary.</p> <p>Elementary - Lexia Reading– reading practice and intervention software that places students at their level and provides research-based instruction to improve their skills.</p>	\$2,000,475.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>Implementation and Revision of English Learner Master Plan with planned actions for professional development, instructional best practices and Newcomer support.</p> <p>While the services that RtI Coordinators and the Academic Intervention Technicians are open to any underachieving student, these resources are specifically in place to target, support, and monitor the growth and achievement of our unduplicated count students.</p> <p>Implementation of a Grading Task Force to revise district grading policy through the study of equitable grading best practices.</p> <p>Elementary Site targeted support funds address various goals and provide services and materials to unduplicated students as identified by sites and approved by both site councils and the Governing Board.</p> <p>Site Allocations Remaining Balances (E) \$242,512 LCFF Supplemental Rs 0700  Site Allocations Remaining Balances (E) \$102,213 Title I Rs 3010  ATSI (BVEL,GAEL,WLEL) \$30,000 LCFF Supplemental Rs 0700</p> <p>RTI ELA (E) 3.84 FTE \$473,092 LCFF Supplemental Rs 0700  RTI Math (E) 4.40 FTE \$578,355 ESSER III Rs 3214</p> <p>Paraeducators (E) 2.3375 FTE \$86,354 LCFF Supplemental Rs 0700  Paraeducators (E) .1875 FTE \$6,071 Title I Rs 3010</p> <p>Grading Task Force \$25,000 ESSER III</p> <p>Paraeducators Academic Intervention (E) 4.1863 FTE \$188,520 LCFF Supplemental Rs 0700  Paraeducators Academic Intervention (E) 2.0376 FTE \$85,157 Title I Rs 3010</p>		

Action #	Title	Description	Total Funds	Contributing
		Paraeducators Academic Intervention (E) 4.4375 FTE \$183,201 ESSER III Rs 3214		
3.2	Secondary Rtl Program	<p>Rtl Coordinators will facilitate and implement needed interventions at secondary school sites to address graduation rate, drop out rate and A-G completion for unduplicated students.</p> <p>Math and English Language Arts Intervention Sections at each secondary school.</p> <p>Middle School - iReady My Path Math &amp; Reading intervention program.</p> <p>Read 180 &amp; System 44 intervention reading program to support Special Education as well as general education students who are 2 years or more below grade level in reading.</p> <p>Middle and High School - Achieve 3000 - Reading practice and intervention software that places students at their level and provides research-based instruction to improve their skills.</p> <p>Learning Ally - Provides reading support to aid Special Education, English Learners and students below grade level so they may access grade level novels and textbooks.</p> <p>Math Plus- Tier 2 middle and high school math interventions designed by SCCS math teachers.</p> <p>Math, Literacy &amp; Tech Integration tools to support academic intervention, instruction and formative assessments for middle and high schools.</p> <p>Bilingual paraprofessionals for English Learner Support</p>	\$1,758,796.00	Yes



Action #	Title	Description	Total Funds	Contributing
		<p>Credit Recovery Program Staffing and Materials</p> <p>After School Intervention staffing focused on supporting our English Learners, foster students, Students in Transition, and low income students.</p> <p>Implementation of a Grading Task Force to revise district grading policy through the study of equitable grading best practices.</p> <p>Secondary site discretionary funds address provide services and materials for unduplicated students as identified by individual sites in their Single Plan for Student</p> <p>Achievement, which is approved by each school's Site Council and the Governing Board.</p> <p>Site Allocations Remaining Balances (S) \$251,603 LCFF Supplemental Rs 0700</p> <p>Credit Recovery Materials (S) \$4,500 LCFF Supplemental Rs 0700</p> <p>ATSI (MHMS &amp; HRHS) \$20,000 LCFF Supplemental Rs 0700</p> <p>Homework Club (3 HS) \$40,904 LCFF Supplemental Rs 0700</p> <p>RTI ELA (S) 5.00 FTE \$625,646 LCFF Supplemental Rs 0700</p> <p>Certificated Academic Interventions (S) 2.74 FTE \$285,122 LCFF Supplemental Rs 0700</p> <p>Certificated Academic Interventions (S) .20 FTE \$19,090 ESSER III Rs 3213</p> <p>Credit Recovery Teachers (S) .60 FTE \$89,994 ESSER III Rs 3213</p> <p>Bilingual Paraeducator Academic Intervention (S) 4.1875 FTE \$266,714 ESSER III Rs3213</p> <p>Paraeducator Academic Intervention (S) .4375 FTE \$19,319 LCFF Supplemental Rs 0700</p>		

Action #	Title	Description	Total Funds	Contributing
		<p>Bilingual Math Tutors (Hourly) (S) \$40,904 LCFF Supplemental Rs 0700</p> <p>After School Programs - Middle Schools (\$45,000 each)  Remaning Site Allocations - \$14,898 LCFF Supplemental Rs 0700  Paraeducators After School (S) 1.00 FTE \$55,145 LCFF Supplemental Rs 0700  Prog Coord After School (S) .45 FTE \$19,957 LCFF Supplemental Rs 0700</p>		
<b>3.3</b>				
<b>3.4</b>	Summer Programs	<p>Elementary, middle school and high school summer programs in math and literacy with a focus on intervention, enrichment, credit recovery and addressing learning gaps with a focus on English learners:</p> <p>Summer Programs Beginning 2023 /2024</p> <p>Elementary  Salaries (EWR's) \$283,684 ELOP Rs 2600  Materials \$30,000 ELOP Rs 2600  Boys and Girls Club \$131,250 ELOP Rs 2600</p> <p>Secondary  Salaries (EWR's) \$31,058 (ESY) ELOP Rs 2600  Salaries (EWR's) \$146,813 ESSER II Rs 3212  Materials \$36,000 ESSER II Rs 3212</p>	\$658,535.00	No

Action #	Title	Description	Total Funds	Contributing
3.5	English Learner Supports	<p>To address English Learner progress, additional staff and interventions will be embedded in the school day for all English Learners. This includes the revision of the district's English Learner Master Plan to systemize and plan ongoing curriculum, interventions and best practices for English Learners:</p> <p>.8 English Learner Teacher on Special Assignment</p> <p>Implementation of new English Learner Master Plan</p> <p>Newcomer Program Classes and Supports</p> <p>ELD Intervention/Support Classes</p> <p>ELD Professional Development</p> <p>Elementary Newcomer Support at Bay View, DeLaveaga, Gault, Monarch and Westlake</p> <ul style="list-style-type: none"> <li>• Using Lexia English as a pilot support for Newcomer students. It blends listening and speaking with the reading and writing in Lexia. Students at Gault have the support of the newcomer teacher. Newcomers at other sites are supported as needed by the classroom teacher and Rtl support.</li> </ul> <p>Middle School Newcomer Support at Branciforte and Mission Hill Middle Schools:</p> <ul style="list-style-type: none"> <li>• Additional ELD section and additional release period for case management and pull out.</li> </ul> <p>High School Newcomer Support at Harbor High School:</p> <ul style="list-style-type: none"> <li>• Two additional Newcomer sections.</li> </ul>	\$487,432.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<ul style="list-style-type: none"> <li>• Specially Designed Academic Instruction in English (SDAIE) in content areas.</li> <li>• Newcomer support sections.</li> </ul> <p>All Schools:</p> <ul style="list-style-type: none"> <li>• Ongoing and expanded English learner professional development with WestEd (new contract for 23-24)</li> <li>• Potential credit recovery programs and other resources to provide a viable non-online credit recovery option to students</li> <li>• New English learner Newcomer curriculum to be implemented in 23-24</li> <li>• Pilot of new English learner curriculum in 23-24</li> </ul> <p>Elementary-Gault Newcomer .50 FTE \$60,096 Title III Rs 4203</p> <p>Middle Schools Newcomer Release .20 FTE \$18,097 ESSER III Rs 3213 ELD Newcomers .80 FTE \$77,590 LCFF Supplemental Rs 0700 PE/EL .40 FTE \$50,199 LCFF Supplement Rs 0700</p> <p>High Schools Newcomer, ELD &amp; SDAIE Teachers (S) 1.57 FTE \$232,307 LCFF Supplemental Rs 0700 ELD Teachers (S) .60 FTE \$49,143 ESSER III Rs 3213</p>		
3.6	Assessment Systems to Monitor Progress and Set Goals	Use common assessments, MAP and iReady online platforms to monitor student progress on the standards, with a specific focus on English Learner, low Income and RFEP progress (COVID Resource Funding).	\$102,000.00	No

Action #	Title	Description	Total Funds	Contributing
		Elementary Master Plan: iReady math & reading assessments \$25,000 LCFF Base Rs 0000 ESGI assessment \$9,000 ESSER III  Secondary Master Plan: iReady - Reading MS - \$42,000 ESSER III MAP - Reading & Math \$26,000 ESSER III		

## Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

SCCS continues to implement a strong and established RtI program facilitated by RtI Coordinators at each site. Additionally, COVID resources also fund a full-time Math RtI Coordinator at each elementary site. Services and actions that continue to be implemented to address performance gaps include the following:

Elementary:

- Implementation of Math and Reading intervention groups at all elementary sites.
- Use of iReady to determine eligibility for intervention.

It should be noted that Intervention groups are evaluated quarterly through Student Learning Teams. Students who have reached achievement levels are moved out, and new students are entered in as assessment indicates need. RtI coordinators meet monthly to discuss best practices and make adjustments to instruction in intervention groups.

Secondary has implemented the following intervention programs to address the achievement gap:

- Math Plus - Tier 2 math intervention - student eligibility is based on math class grade, iReady/MAP scores, & teacher recommendation. iReady/MAP scores and class grades are monitored to ensure improvement. When students raise their math class grade & iReady/MAP score, they exit the Tier 2 intervention, though some students elect to continue with the support because it helps them feel more successful and they see the value.
- Read 180, Achieve 3000 - Tier 3 reading interventions at our middle schools are monitored by reviewing student assessment data collected within these systems, monitoring iReady Reading score growth, & monitoring the students' English class grade. This is typically a 1 year intervention for students to boost their reading growth rapidly. Typically this takes the place of a student's elective.
- Read Plus - Tier 2 intervention at both middle and high schools designed by SCCS teachers to support students in increasing their

reading skills and improving their English class grade. iReady/MAP and class grades are monitored to ensure student growth. In addition to Math Plus, Read 180, Achieve 3000, and Read Plus sections listed above, secondary sites have added tutoring support both embedded during the school day and after school. Additionally, high schools each have a full time credit recovery teacher who runs an academic lab during the day to support students in recovering credits as well as give general academic support. Academic labs are also supported by classified staff hired as tutors and paraeducators.

The four comprehensive elementary sites also offer after school programs. DeLaveaga and Westlake have math programs staffed by high school tutors. Bay View and Gault have support built into the FLEX after school programs. Both middle schools after school programs have been up and running all year and recently have added in additional math tutoring through a UCSC student volunteer program. All three high schools have their libraries open until five o'clock where tutoring supports are available.

Use of iReady and MAP assessments is a cornerstone of our Rtl programs and allows for consistent identification of students who need tiered interventions. It should be noted that the use of MAP was a challenge at the high school level, and this assessment was not used to its full potential to gauge growth and inform interventions for students. Because this assessment is not tied to any specific curriculum, high school teachers reported that they felt the test was not relevant to their practice. This, coupled with the fact that there is no intervention software aligned to the assessments and no goal setting measures available for high school level led to teacher disenchantment. As high school teachers are more content-focused, they reported that assessment data was not actionable. Adding to this disenchantment was the significant amount of class time it took to proctor the tests. Additionally, students were also not invested in the assessments, which negatively affected data outcomes.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Material differences occurred due to the difficulty in filling all positions, including Bilingual Math tutors. Additionally, some interventions and after school tutoring were paid for out of COVID resource funding.

An explanation of how effective the specific actions were in making progress toward the goal.

An important part of our MTSS work to address learning gaps is through the role of our LCFF-funded Response to Intervention (Rtl) Coordinators at each of our sites. The Rtl Coordinators track program and individual student data, and directly provide intervention or design interventions for students below grade level. Additionally, our Coordinators support teachers' implementation of intervention in their

classrooms, and they also play a role in creating intervention programs offered before, during and after school. Recent local assessment data shows accelerated growth for students who participate in these interventions:

#### Actions 3.1 & 3.2 (iReady "Tier 1" = at grade level)

Elementary end of year iReady data shows an increase in Tier 1 in reading of 30% and an increase of 38% in math. Students in Tier 3 (below grade level) also decreased substantially (13% in reading and 22% in math).

Middle School end of year iReady data shows an increase in Tier 1 in reading of 8% and an increase of 13% in math. Students in Tier 3 (below grade level) also decreased (7% in reading and 7% in math).

High School MAP and iReady data will be available in June, 2023.

Final Secondary Grade Data will be added in June, 2023

#### Action 3.4

Summer programs were fully implemented in 2022 with strong enrollment.

#### Action 3.5

##### English Learner Supports

2022-23 ELPAC scores will be added summer 2023 when they become available, and 21-22 growth is promising at sites that focused on Integrated ELD, and this focus continued in 22-23:

English Learner Progress (ELPAC - English Language Proficiency Assessments for California)

Bay View - 55% grew 1 - 2 levels

Gault - 57% grew 1-2 levels

B40 - 60% grew 1 - 2 levels

Mission Hill - 70% grew 1-2 levels with 7% maintaining level 4

Santa Cruz HS - 56% grew 1-2 levels with 14% maintaining level 4

#### Action 3.6

Our assessment system has served as a strong mechanism for supporting increased student achievement. These assessments allowed us to identify students in need of intervention, and gave teachers the tools to identify and implement instructional actions to respond to students who were performing below grade level. Additionally, many students were empowered by setting their own growth goals and our mid-year results on these standards tests are very strong and serve as a strong predictor of CAASPP achievement. This is especially profound in a school year where we had to accelerate learning due to the pandemic.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

SCCS will remain the course with continued implementation of academic support systems and programs:

- Continued work on the implementation of the Curriculum & English Learner Master Plans (both plans detail training, curriculum & staff)
- Priority Standards work
- Alignment of curriculum
- Development and use of common formative assessments
- Continued evaluation and refinement of interventions
- Site Professional Learning Community (PLC) collaboration and focus on data to guide instruction
- Continued Professional Development on high-impact Tier 1 practices

Based on metrics and Educational Partner input, the following has been added to the LCAP:

- Ongoing and expanded English learner professional development with WestEd (new contract for 23-24) so that all sites will show strong ELPAC growth
- Potential credit recovery programs and other resources to provide a viable non-online credit recovery option to students
- New English learner Newcomer curriculum to be implemented in 23-24
- Pilot of new English learner curriculum in 23-24
- Common assessments in elementary and secondary to be implemented in 23-24 to inform programs and instruction, particularly for students in need of extra support
- Implementation of a Grading Task Force to revise district grading policy through the study of equitable grading best practices as the number of D & F grades in first semester (end of year data will be added in June, 2023) remains flat in comparison to 21-23 data
- Exploration of different ways to assess student growth at the high school due to the challenges of standardized testing at that level

**A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.**



# Goals and Actions

## Goal

Goal #	Description
4	We will develop a highly collaborative, professional culture focused on supporting effective teaching.

An explanation of why the LEA has developed this goal.

Santa Cruz City Schools continues to implement a multi-year professional development plan based on the MTSS tiered framework. As classroom instruction is the single most important factor in student success, we are committed to supporting our team to collaborate and learn together so that they can continuously refine their practice to better serve students. Pre-pandemic, professional development teacher input meetings and surveys identified these areas as critical focus areas for teacher training:

- 21st Century Skills - 80%
- Technology Integration - 73%
- Convergence - 72%
- Restorative Justice - 68%
- UDL (Universal Design for Learning)/Differentiated Instruction - 67%
- Visible Learning Strategies - 58%

- In 22-23, after a careful study of student achievement data and staff input, our professional learning foci were in the following areas:
- Providing a guaranteed, viable curriculum throughout the district: teacher teams collaborated on identifying priority standards and designing common formative assessments.
  - High impact instructional strategies and good first teaching (Tier 1): a Walkthrough Tool was co-designed by administration and staff and were based on Hattie's "Visible Learning."
  - Multilingual student achievement: an ELD teacher team was formed and the district English Master Plan was updated and revised.
  - Grading for equity: our secondary sites are actively working on revising grading practices so that they are fair, equitable and are standards-based.

For 23-24, we will continue to work on implementing these initiatives and have begun to see positive impact based on iReady assessment data.

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Teacher Working Conditions Survey	<p>20-21 Working Conditions Survey</p> <p>Percentage of Teachers who "Agree" with the following statements:</p> <p>Sufficient resources are available for professional development in my school: 82.3%</p> <p>An appropriate amount of time is provided for professional development: 76.6%</p> <p>Professional development offerings are data driven: 85.6%</p> <p>Teachers have sufficient training to fully utilize instructional technology: 61.9%</p> <p>Teachers are encouraged to reflect on their own practice: 92%</p>	<p>21-22 Working Conditions Survey</p> <p>Percentage of Teachers who "Agree" with the following statements:</p> <p>Sufficient resources are available for professional development in my school: 83%</p> <p>An appropriate amount of time is provided for professional development: 80.3%</p> <p>Professional development offerings are data driven: 83.8%</p> <p>Teachers have sufficient training to fully utilize instructional technology: 66.9%</p> <p>Teachers are encouraged to reflect on their own practice: 92.7%</p>	<p>22-23 Working Conditions Survey</p> <p>Percentage of Teachers who "Agree" with the following statements:</p> <p>Sufficient resources are available for professional development in my school: 91%</p> <p>An appropriate amount of time is provided for professional development: 83%</p> <p>Professional development offerings are data driven: 81%</p> <p>Teachers have sufficient training to fully utilize instructional technology: 72%</p> <p>Teachers are encouraged to reflect on their own practice: 89%</p>		<p>By 2023-2024, responses on these survey questions will reach or maintain a positive response rate of 85% or above.</p>

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	<p>In this school, follow up is provided from professional development: 75.7%</p> <p>Professional development provides ongoing opportunities for teachers to work with colleagues to refine teaching practices: 86.6%</p> <p>Professional development is evaluated and results are communicated to teachers: 70.8%</p>	<p>In this school, follow up is provided from professional development: 76.4%</p> <p>Professional development provides ongoing opportunities for teachers to work with colleagues to refine teaching practices: 81.8%</p> <p>Professional development is evaluated and results are communicated to teachers: 66.1%</p>	<p>In this school, follow up is provided from professional development: 70%</p> <p>Professional development provides ongoing opportunities for teachers to work with colleagues to refine teaching practices: 70%</p> <p>Professional development is evaluated and results are communicated to teachers: 62%</p>		
LCAP Staff Survey	<p>Students feel connected and engaged with my school: 76%</p> <p>Under-performing students are well supported to improve academically at my school: 71.3%</p>	<p>Students feel connected and engaged with my school: 66%</p> <p>Under-performing students are well supported to improve academically at my school: 54%</p>	<p>Students feel connected and engaged with my school: 70%</p> <p>Under-performing students are well supported to improve academically at my school: 57%</p>		By 2023-2024, responses on these survey questions will reach 80% or above.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	I feel there are enough supports for English Learners progress at my school: 52.5%	I feel there are enough supports for English Learners progress at my school: 38%	I feel there are enough supports for English Learners progress at my school: 46%		
LCAP Survey Prioritized Areas of Need	<p>Student engagement strategies</p> <p>Strategies to support students' social emotional health</p> <p>Strategies to support English Learners</p>	<p>The following strategies support student engagement, student social emotional health and English Learners:</p> <p>Student Engagement:</p> <ul style="list-style-type: none"> <li>• Instructional Engagement Toolkit</li> <li>• Principal Walkthrough Tool</li> <li>• Rigorous Curriculum Design Training for Curriculum &amp; -Assessment Teams</li> </ul>	<p>The following strategies support student engagement, student social emotional health and English Learners:</p> <p>Student Engagement:</p> <ul style="list-style-type: none"> <li>• Instructional Engagement Toolkit</li> <li>• Priority Standards &amp; Teacher Clarity</li> <li>• Principal Walkthroughs observing High-Impact Instructional Strategies</li> </ul>		By 2023-2024, training and professional development will include outcomes/pedagogy/foci that are based on prioritized areas of need.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
		<ul style="list-style-type: none"> <li>• Priority Standards collaboration/ work</li> </ul> <p>Social Emotional Health:</p> <ul style="list-style-type: none"> <li>• Trauma Informed Practices training</li> <li>• Positive Behavioral Intervention &amp; Supports, Soul Shoppe, Second Step Curriculum and Restorative Practice</li> </ul> <p>English Learner Supports:</p> <ul style="list-style-type: none"> <li>• Guided Language Acquisition Design (GLAD) training</li> <li>• English Learner District</li> </ul>	<ul style="list-style-type: none"> <li>• Attendance Systems: continuance of current best practices and an exploration of best practices deployed in other districts</li> </ul> <p>Social Emotional Health:</p> <ul style="list-style-type: none"> <li>• District Counseling Program: guaranteed viable counseling program that includes strong 4-year planning and college and career planning through the use of CCG</li> <li>• District Behavioral Systems (Second</li> </ul>		

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
		Teacher Team	<p>Step, PBIS &amp; Restorative Justice): Training in restorative and rehabilitative practices including alternative to suspension and social emotional supports</p> <p>English Learner Supports:</p> <ul style="list-style-type: none"> <li>• Integrated &amp; Designated English Language Development PD</li> <li>• ELD TOSA support with professional development</li> </ul>		

## Actions

Action #	Title	Description	Total Funds	Contributing
4.1	English Language Development (ELD) Professional Learning on Best Practices	<p>A rigorous professional development plan addresses the needs of English learners in the district through participation in research-based and data-driven ELD pedagogy including an ELD Teacher on Special Assignment (TOSA) to coordinate trainings and provide coaching. These trainings will be districtwide and available for all teachers:</p> <ul style="list-style-type: none"> <li>• Dedicated ELD Curriculum Study &amp; Development at all grade spans</li> <li>• WestEd Integrated ELD Trainings</li> <li>• EL Professional Development Provider will deliver training for 4-5 sites</li> <li>• ELPAC Practice Test to inform English learner interventions</li> <li>• Training for new English learner Newcomer curriculum to be implemented in 23-24</li> <li>• Pilot of new English learner curriculum in 23-24</li> </ul> <p>(See Goal #3 for these last two actions)</p>	\$104,077.00	Yes
4.2	Site and District Curriculum Leadership Teams	<p>District teacher leadership teams will continue to drive both site and district professional development and spearhead initiative that support our LCAP goals with a particular focus on English learners, Foster Youth and low income students to address achievement disparities between student groups.</p> <p>Santa Cruz Instructional Leadership (SCIL): Continue to support and refine roles of Santa Cruz Instructional leaders (SCIL) The Santa Cruz Instructional Leadership Team (SCIL) districtwide will continue to support professional learning community work at all school sites (LCFF Supplemental).</p> <p>The Teacher Leader PLC will continue to support future school leaders through on-going trainings. The focus of these groups is on equity and ensuring, as instructional leaders, we are focused on closing the achievement gap.</p>	\$281,854.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>Professional Development for Site &amp; District Leadership Teams:</p> <ul style="list-style-type: none"> <li>• Hosting mini-PLC Institute for all SCIL leaders and administrators on July 29th.</li> <li>• Site Teams will attend various PLC Institutes in 23-24.</li> <li>• Continue Curriculum, Assessment &amp; Content Area teams to collaborate on essential standards, authentic and formative assessments, scope and sequence and curriculum design.</li> </ul> <p>SCIL Stipends (E) - \$72,053 LCFF Supplemental Rs 0700  SCIL Stipends (S) - \$209,801 LCFF Supplemental Rs 0700</p>		
4.4	Professional Learning Communities and Site Professional Development	<p>In order to support integrated, districtwide efforts for unduplicated and Title I students, Title I allocations to support site intervention and training will be provided. Additionally, continued professional development in core content areas, academic language development for English learners and support for Professional Learning Communities will continue to allow for focused and strategic collaboration at sites around student achievement:</p> <p>Site Allocations to Title I eligible schools to support professional learning goals in single plans for student achievement.</p> <p>Silicon Valley Math Initiative (SVMi) Membership to support continued professional development on the Common Core Mathematics standards and assessments (S5C Countywide Membership).</p> <p>Continue to support our Teacher Leader PLC and work to support future school leaders through on-going training.</p> <p>Continued professional development on high-functioning Professional Learning Communities (Solution Tree PLC District Training for SCIL &amp; PLC Institutes - see Action 4.3).</p>	\$50,000.00	No



Action #	Title	Description	Total Funds	Contributing
		Innovation PD (S) \$50,000 - Title IV Rs 4127		
4.5	Educational Technology	<p>In order to systematize increased digital teaching and learning, including online programs for intervention and engagement, additional educational technology staff will support site efforts:</p> <p>Additional 2.0 Educational Technology Specialists will continue to support, train and troubleshoot around technology at secondary school sites.</p> <p>Computer Science for All Teacher on Special Assignment will continue to provide ongoing training in Computer Science integration and provide professional development on educational technology (CS for All Grant).</p> <p>Ed Tech Specialists (S) 2.00 FTE \$198,847 ESSER III Rs 3213</p>	\$198,847.00	No
4.6	New Teacher Project Teachers on Special Assignment	<p>New Teach Project Teachers on Special Assignment will provide support monitoring and coaching of new teachers to attain clear teaching credentials at all school sites.</p> <p>Mentor Teachers 2.00 FTE - \$234,370 Educator Effectiveness Rs 6266  Induction for new teachers @ COE (E) \$10,000 &amp; (S) \$60,000 Title II Rs 4035</p>	\$304,370.00	No

Action #	Title	Description	Total Funds	Contributing
4.7	Teachers on Special Assignment (TOSAs) to support Professional Development for Excellence & Equity Plan	<p>Teachers on Special Assignment to support professional development throughout the district with a focus on using instructional strategies and curriculum that meet the needs of and engage our English learners, Title 1 students, and Foster Youth.</p> <p>.4 FTE History Social Social Teacher on Special Assignment (TOSA) to work with History Social Science teachers to develop a district professional development and curriculum plan to support all history social science teachers in implementing the newly adopted California History Social Science framework (elementary &amp; secondary).</p> <p>1.0 CTE TOSA will continue to focus on CTE partnerships, recruitment, career pathways and support of the district's CTE program (secondary).</p> <p>1.0 Computer Science and Educational Technology TOSA will work on integration of computer science standards and on high impact instructional strategies using technology (elementary &amp; secondary - see Action 4.5).</p> <p>.8 English Language Development TOSA will continue to implement the Road to Reclassification, support ELD curriculum implementation and facilitate EL professional development (Secondary).</p> <p>History Social Science TOSA .40 FTE \$50,648 Esser III Rs 3213  Career Technical Education TOSA 1.00 FTE \$124,984 CETIG Rs 6387  CS and Ed Tech TOSA 1.00 FTE \$121,558 Local Grants Rs 9010  ELD TOSA .80 FTE Total (.60 FTE \$81,343 Title III Rs 4203 &amp; .20 FTE \$27,115 ESSER III Rs 3213)</p>	\$405,648.00	No

Action #	Title	Description	Total Funds	Contributing
4.8	Teacher Professional Development to support implementation of the district's Equity & Excellence Plan	<p>For 23-24, professional development will be focused on accelerated learning as well as the implementation of guaranteed viable curriculum for all students but with focus on English Learners, Students In Transition/Foster Youth and low income students.</p> <p>Elementary Professional Development:</p> <ul style="list-style-type: none"> <li>• Math &amp; Science</li> <li>• Integrated &amp; Designated ELD</li> <li>• Curriculum and Assessment Teams (collaboration around priority standards and common assessments)</li> <li>• Release time for teachers to participate in lesson study and coaching cycles in ELD, Math, Computer Science and Literacy</li> <li>• Extra hourly for Rtl Coordinators and TOSA's to plan coaching cycles and lesson study</li> </ul> <p>Secondary Professional Development:</p> <ul style="list-style-type: none"> <li>• Math</li> <li>• Integrated &amp; Designated ELD</li> <li>• High Impact Instructional Practices</li> <li>• Professional Learning Community professional development</li> <li>• Grading Practices and Policies</li> <li>• Culturally Relevant &amp; Inclusive Instruction</li> <li>• Positive Behavior Interventions &amp; Support (PBIS)</li> <li>• Restorative Justice &amp; Trauma Informed Practices</li> <li>• Curriculum &amp; Assessment Leadership Teams (collaboration around priority standards and common assessments)</li> <li>• Science Leadership Team collaboration</li> <li>• Professional Development in math, World Language, science, History/Social Science and English Language Arts</li> </ul> <p>Site teachers and District leadership will visit San Luis Coastal District a second time to observe their best practices and math programs (San Luis Coastal District has high math performance and similar demographics to Santa Cruz City Schools) (Title IV).</p>	\$416,285.00	No

Action #	Title	Description	Total Funds	Contributing

## Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

This year the following was accomplished under this goal:

### English Learner Professional Development

- Implementation of the English Learner Master Plan
- Integrated ELD Professional Development (WestEd, ELD TOSA and Directors) including on districtwide August PD day
- The Road to Reclassification which included individual goal setting continued at both Branciforte and Mission Hill Middle Schools
- Computer Science Integration project with a lens for ELD instruction
- Strategic instruction for writing on the ELPAC

### Assessments

- Publication of an Elementary Common Assessment Calendar
- In Secondary, four common formative assessments completed for each content area at each grade level
- Publication of Secondary Content Area “Landing Pages” that House District Priority Standards & Assessments (Grades 6-12) in ELA, math, History/Social Science and science

### Teachers on Special Assignment

- ELD Teacher On Special Assignment working w/ secondary ELD teachers and select English Language Arts (ELA) & History teachers
- K12 Ethnic Studies Working Group meeting monthly (9 meetings in 22-23) - Superintendent’s Student Advisory on Race & Equity has given input to this course
- Though not included in the 21-22 LCAP as the position was added after publication, a .2 High School English Language Arts TOSA facilitated the completion of High School ELA Curriculum Maps
- History TOSA continues to work with all history teachers providing professional development and guided collaborative work among all secondary History teachers. The History TOSA also supports all History teachers in taking advantage of local and state History trainings
- 25 teachers were supported by the New Teacher Project TOSAs.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

For LCFF Supplemental, there were no material differences.

An explanation of how effective the specific actions were in making progress toward the goal.

**Action 4.1**  
SCCS continues to prioritize English learners. In 22-23 we stayed the course with a focus on continuous professional development, student goal setting and continued implementation of English learner instruction best practices:

- August PD days focused on Integrated English Language Development (IELD) and Designated English Language Development (DELD), high impact strategies
- October Secondary PD focused on Integrated ELD
- January PD day elementary writing and ELD
- Principal walkthroughs showed evidence of use of high-impact strategies
- ELD Teacher On Special Assignment worked with secondary ELD teachers and select English Language Arts (ELA) & History teachers
- Practice ELPAC testing occurred in the Spring with the support of the ELD TOSA to inform instructional practice and interventions
- Middle School students continued to set goals in the “Road to Reclassification” process - goal setting included student advocacy strategies and clarity regarding grades and assessments and their connection to reclassification
- Continued implementation of the updated EL Master plan

For sites that focused on EL professional learning, ELPAC scores were strong:  
English Learner Progress (ELPAC - English Language Proficiency Assessments for California)

Bay View - 55% grew 1 - 2 levels

Gault - 57% grew 1-2 levels

B40 - 60% grew 1 - 2 levels

Mission Hill - 70% grew 1-2 levels with 7% maintaining level 4

Santa Cruz HS - 56% grew 1-2 levels with 14% maintaining level 4

**Action 4.2**  
Our District teacher leadership teams continued to drive both site and district professional development at their respective sites and throughout the district. Our Santa Cruz Instructional Leadership teams continued to play an integral part in all facets of our professional development and continued to plan and deliver professional learning in 22-23. Our District Working Conditions Survey shows overall positive satisfaction with professional development:

Teachers are encouraged to reflect on their own practice: 89%  
Sufficient resources are available for professional development in my school: 91%  
Teachers use assessment data to inform their instruction: 92%  
Teachers are encouraged to try new things to improve instruction: 95%  
Sufficient resources are available for professional development in my school: 91%

Our districtwide Curriculum and Assessment teams also had a profound and positive impact on our district professional development program. The following was achieved in 22-23:

#### Elementary

- History/ Social Science focused on a pilot in year in 21-22 and assessments in 22-23
- Elementary Writing Team refined the rubrics and assessments that were created last year with final drafts published in May, 2023

#### Secondary

- Four common formative assessments for each subject area have been completed
- Secondary content area "Landing Pages" that house district priority standards and assessments have been published for ELA, math, History/Social Science and science
- A K-12 Ethnic Studies Working Group met a total of nine times to grow capacity and understanding regarding Ethnic Studies and the issues and context that accompany the course

The Teacher Leader PLC will continue to support future school leaders through on-going trainings. The focus of these groups is on equity and ensuring as instructional leaders, we are focused on closing the achievement gap. Ten teachers participated in this PLC.

#### Action 4.3

Our Social Studies TOSA and our Social Studies Curriculum & Assessment Team successfully worked to implement a Social History / Social Science professional development plan, and teachers have attended framework training, training on ethnic studies, and/or training on implementing the new state Seal of Civic Engagement.

#### Action 4.4

Title I allocations to sites resulted in site professional development that focused on Integrated ELD (Branciforte Middle School and WestEd is one example) and on addressing student group performance gaps.

#### Action 4.5

In 21-22, only 66% of teachers stated that they had sufficient training to fully utilize instructional technology on our 21-22 Working Conditions Survey, which was a 26% decrease from 20-21. In 22-23, there was a slight improvement in this area with 70% of teachers responding positively to this question--a 4% increase. The decreased focus on technology due to being in-person has led to a decrease in professional development in instructional technology. In 23-24, our District Technology Plan will be updated and will determine and target areas of need in

this area. As such, we expect a steady increase on this survey question as we build and implement a strategic and responsive technology plan.

#### Action 4.6

New Teacher Project Teachers on Special Assignment will provide support monitoring and coaching of new teachers to attain clear teaching credential at all school sites. In end of the year NTP teacher survey results, 72% of teachers "agree" and 27% "somewhat agree" with the following statement: "I feel supported by my district/site to grow professionally.(examples: professional development, colleague collaboration, resources)" and 95% of teachers agreed with the statement "I feel my mentor is effective in using my Individual Learning Plan (ILP) goals to support my just-in-time needs."

#### 4.7

Teachers on Special Assignment (TOSAs) were an integral part of our professional development across many facets of the district. The successful Road to Reclassification was directly attributable to our ELD TOSA, and her support of PD at sites resulted in higher ELPAC scores at some schools (see above). Additionally, we have set a strong foundation for our Ethnic Studies planning due to our Social Studies TOSA, and our CTE TOSA has supported the expansion of CTE at middle and high schools. Our .2 High School ELA TOSA facilitated the completion of a high school ELA scope and sequence that has resulted in alignment and clarity as all high school sites identified and agreed upon priority standards for all ELA courses.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Based on data and feedback, the following actions will be implemented in the 23-24 school year:

- College Preparatory Mathematics (CMP-adopted curriculum at middle and high school) Professional Development in Fall, 2023
- PLC (Professional Learning Community) professional development will be given to SCIL leaders in July, 2023. Additionally, various site teams will attend PLC Institutes during the school year.
- School site visits will continue in 23-24 and a second visit to San Luis Coastal will be scheduled for first semester
- Common preps have been secured for Integrated Math 1 & 2 teachers based on best practices
- Expanded Integrated ELD WestEd training is planned

**A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.**

# Goals and Actions

## Goal

Goal #	Description
5	SCCS will maintain a balanced budget and efficient and effective management.

An explanation of why the LEA has developed this goal.

Santa Cruz City Schools is committed to aligning resources to support the academic achievement and well-being of all of our students. Resource decisions are driven by our commitment to equity and excellence. We realize we cannot be an effective educational institution if we do not prioritize and utilize resources based on evidence based needs. Our process includes input from educational partners year-round, as well as in our formal LCAP input process. We allocate resources with the support of the following stakeholder engagement processes:

- District Budget Advisory Committee (BAC)
- Annual family, student and stakeholder surveys
- Biannual Parent Leader Dinner
- Regular Site Council Meetings at each school site
- Ongoing budget update meetings with Principals and Department Directors throughout the year
- Ongoing budget discussion at Principal meetings to seek clarity on spending guidelines, gain input and make spending decisions
- Ongoing review of stakeholder input and the LCFF Supplemental Budget at District Advisory Committees

As a district we work to align all plans and budgets with our overall district goals and outcomes. This includes integration of our Single Plans for Student Achievement, our LCAP, our English Learner Master Plan, our CTE plan and our District Technology Plan. In order to present a clear and transparent picture of our fiscal program within the MTSS Framework, our LCAP shows all goals and actions supported by LCFF Supplemental, LCFF Base, ESSER funding, categorical funding and other resources.

## Measuring and Reporting Results



Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
All district plans and budgets will be aligned with the six district goals.	District plans are aligned with district goals though alignment could be more explicit.	District plans show explicit alignment with district goals.	District plans show explicit alignment with district goals.		By 2023-2024, district plans explicitly show alignment with the six district goals.
Facility Inspection Tool (FIT) Report Ratings	School Facility Good Repair Status (FIT Reports) - November 2020 reported all district sites' facilities as being in "good" overall condition	100% of district sites are in "good" or better condition based on the 2021 FIT reports.	100% of district sites are in "good" or better condition based on the 2022 FIT reports.		By 2023-2024, maintenance of "good" rating status for all sites for each year.
District Advisory Meetings	District Advisory Committee meets four times a year with representation from all stakeholders: Classified, Certificated, Management, GSCFT, SCCE and Trustees.	District Advisory Committee met 5 times in 2021-2022 with representation from Classified, Certificated, Management, GSCFT and SCCE.	District Advisory Committee will met 5 times in 2022-2023 with representation from Classified, Certificated, Management, GSCFT and SCCE.		By 2023-2024, continued meetings with consistent representation from all stakeholders four times a year.
Principal and Department Budget Meetings	Meetings occur throughout the school year.	Meetings are in progress and have occurred monthly.	Meetings are in progress and have occurred monthly.		By 2023-2024, meetings will occur in October and January to coincide with Interim Budget Reports with another

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
					check in during the Spring.

## Actions

Action #	Title	Description	Total Funds	Contributing
5.1	District Budget Monitoring Planning Systems	<p>SCCS' Business department will continue its ongoing collaboration with departments and sites to ensure that all budget decisions are made collaboratively and thoughtfully and are based on the needs of all students with a particular focus on under-resourced students, including English Learners, Low Income and Students in Transition/Foster Youth:</p> <p>Site Program Coordinator helps monitor supplemental budgets and expenditures.</p> <p>Administrative Assistant helps monitor supplemental budgets and expenditures (.2).</p> <p>Support sites and departments with plans and budget development to ensure alignment with district goals.</p> <p>Continue to refine metrics to monitor impact of key LCAP initiatives - Academic Rtl and Social Emotional efforts.</p> <p>Provide site and departments support with continual budget support.</p>	\$161,151.00	No

## Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

All planned actions for Goal #5 have been implemented or are ongoing. Numerous systems are in place to ensure that budgetary decisions are made based on the best interest and needs of students, educational partner input and established state and federal guidelines. Transparency around budgets and budgetary decisions is a priority for the district and includes ongoing informational meetings, webinars, videos, infographics and publications.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There were no major material differences for Goal #5.

An explanation of how effective the specific actions were in making progress toward the goal.

SCCS' Business department will continue its ongoing collaboration with departments and sites to ensure that all budget decisions are made collaboratively and thoughtfully and are based on the needs of all students with a particular focus on under-resourced students, including English Learners, Low Income and Students in Transition/Foster Youth. In addition to site administrators, a trained administrative assistant helps monitor supplemental budgets and expenditures. Additionally, Principals and district departments have aligned plans and budget development with district goals. It should be noted that there is a strong process for evaluation and reflection that includes data-driven discussions around what is working well for students to ensure that we are getting the most leverage we can from our resources and expenditures. Additionally, our Business department has met monthly (and sometimes more) with site Principals and department Directors to review budgets and to reconcile actions and staff with expenditures to ensure accuracy. Our Facilities Master Plan has resulted in facilities that receive high ratings on our annual FIT reports. In 22-23, 11 out of 11 schools were determined as "Good" (highest rating) on the Facilities Inspection Tool (FIT).

Central Office feedback regarding Business included statements that have ongoing budget review meetings were very helpful for site administration.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Increased training with office administration and Principals on budget to better support all budget literacy for staff.

**A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.**

# Goals and Actions

## Goal

Goal #	Description
6	SCCS will maintain strong communication and partnerships with its diverse community.

An explanation of why the LEA has developed this goal.

In 20-21, SCCS hired a full-time Chief of Communications and Community Engagement to support communication and outreach with our community. This role was added to expand the communication efforts that are a vital part of our organization. Stakeholder input has identified a continued need for strong communication, and students have expressed the need for a platform or other venues by which to give input. Additionally, our LCFF-funded School Community Coordinators are hired to serve as a liaison between home and school for 9 of our 10 sites, and also offer translation, family outreach, event coordination and other needed services for students. Platforms such as Blackboard continue to be important tools in our 22-23 LCAP plan which will also include continued and enhanced efforts in providing our community with timely and relevant communication at all times. Additionally, our weekly videos has garnered much positive input and will continue in 23-24.

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
LCAP Family Survey School Engagement Questions and participation rate	<p>I participate in parent education offerings (classes, workshops and/or events): 62%</p> <p>I feel that my child is appropriately challenged in school: 61%</p> <p>I feel that my child's school recognizes and values student accomplishments: 78%</p>	<p>I participate in parent education offerings (classes, workshops and/or events): 71%</p> <p>I feel that my child is appropriately challenged in school: 67%</p> <p>I feel that my child's school recognizes and values student accomplishments: 76%</p>	<p>I participate in parent education offerings (classes, workshops and/or events): 48%</p> <p>I feel that my child is appropriately challenged in school: 72%</p> <p>I feel that my child's school recognizes and values student accomplishments: 78%</p>		<p>By 2023-2024, positive responses to school engagement and communication questions will either maintain or increase to 80% or better. And, family participation in the survey will increase to 25%.</p>

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	<p>When academics are challenging, I feel that my child's school supports my child to do better and improve: 67%</p> <p>My child's school and the district seek my input and ideas in decision making - "regularly - always": 62%</p> <p>When I contact my child's school, I receive courteous attention. "regularly - always." 86%</p> <p>I receive sufficient information regarding my child's education program, progress and needs. "regularly - always" 74%</p> <p>1,070 respondents</p>	<p>When academics are challenging, I feel that my child's school supports my child to do better and improve: 70%</p> <p>My child's school and the district seek my input and ideas in decision making - "regularly - always": 54%</p> <p>When I contact my child's school, I receive courteous attention. "regularly - always." 83%</p> <p>I receive sufficient information regarding my child's education program, progress and needs. "regularly - always" 71%</p> <p>1,131 respondents</p>	<p>When academics are challenging, I feel that my child's school supports my child to do better and improve: 73%</p> <p>My child's school and the district seek my input and ideas in decision making - "regularly - always": 58%</p> <p>When I contact my child's school, I receive courteous attention. "regularly - always." 85%</p> <p>I receive sufficient information regarding my child's education program, progress and needs. "regularly - always" 77%</p> <p>1,664 respondents</p>		
Provide Family Webinars, regular new videos and implement other forms of	Family webinars occurred throughout the school year in response to COVID	Family webinars occurred throughout the school year. Video updates occurred	Family webinars occurred throughout the school year. Video updates occurred		By 2023-2024, regularly scheduled webinars and weekly videos will occur

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
communication based on family input	and school reopening updates while parent podcasts began in April, 2021 and continued through the end of the school year.	weekly.  Our weekly video updates showed strong viewership: <ul style="list-style-type: none"> <li>• 650 highest count of video views in spring 2021</li> <li>• 1,085 highest count of video views in 2021-22</li> </ul>	weekly.  Our weekly video updates showed strong viewership: <ul style="list-style-type: none"> <li>• the highest viewership in a single week was 7,947</li> <li>• the highest single video viewership was 4,000.</li> </ul>		throughout the year on timely and important topics as identified by the school community.
Updated and clear district website that is easily navigable with updated information on the following: <ul style="list-style-type: none"> <li>• Committee Meetings</li> <li>• Parent Meetings</li> <li>• District Events</li> <li>• Bond Projects</li> <li>• Department Resources &amp; Information</li> <li>• Topical News</li> </ul>	Website contains pertinent information but is not easily navigable.	Website has been updated with clear and pertinent information that is more easily navigable. Site and district department website pages will be updated in 22-23.	Website has been updated with clear and pertinent information that is more easily navigable. Site and district department website pages will be updated in 22-23.		By 2023-2024, the website will be regularly updated with easily navigable links for all school community stakeholders.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
State of the District mailer	Mailer is sent to families and the community once a year with an overview of programs, highlights, budget information and important updates.	Updated mailer was sent this year with important highlights and a renewed focus on the programs SCCS current and future families.	Updated mailer was sent this year with important highlights and a renewed focus on the programs SCCS current and future families.		By 2023-2024, the State of the District mailer will continue to be sent out to all families and the community.

## Actions

Action #	Title	Description	Total Funds	Contributing
6.1	District Chief Communications Officer	The district has hired a Chief Communications Officer in the 20-21 school year to oversee and coordinate all communication efforts including webinars, podcasts, written communication and the district website. This position is funded through LCFF base and Bond funds. Starting in 23/24, 25% of this position will be funded out of LCFF Supplemental.	\$172,929.00	No
6.2	District Communication Tools and Platforms	<p>To maintain strong communication efforts, platforms and digital outreach will continue to elicit input and feedback from all school community stakeholders, including students:</p> <p>Communication Platforms</p> <ul style="list-style-type: none"> <li>• Survey Monkey</li> <li>• Google Forms</li> </ul> <p>Published Materials</p> <p>State of the District Flyer - once a year</p> <p>Weekly Video Updates--Use growing audience as opportunity to educate public on Bond work and general district services/operations.</p>	\$40,415.00	No



Action #	Title	Description	Total Funds	Contributing
		<p>Website Improvements:</p> <ul style="list-style-type: none"> <li>• Continue to update websites and support on-site webmasters at each of the sites</li> <li>• Continue to make bond goals/progress/details accessible</li> <li>• Audit each department's section &amp; making sure high-priority information is prominent and accessible</li> <li>• Simplify web pages for each district department</li> </ul> <p>Continue to develop infographics on budget and educational initiatives to educate general public to showcase MTSS/PBIS</p> <p>Outreach to Potential Students/Families</p> <ul style="list-style-type: none"> <li>• Continue to create and implement a marketing plan for schools.</li> <li>• Continue to expand opportunities for families to learn about our school programs</li> <li>• Outreach at community events with district PR materials</li> <li>• Continue to host prospective parent webinars</li> <li>• Continue to offer school tours</li> <li>• Continue to market the value of public school education at each grade span by bolstering relationships with preschools &amp; out-of-district elementary and middle schools and creating literature to compete more effectively with private options</li> </ul> <p>Showcase Tables at community events to show the role of schools as a community resource (Chamber Business Fair, Community Health Fairs, Guelaguetza)</p> <p>Increase use of hard copy materials and in-person input opportunities.</p> <p>Continue to add easier to use communication channels on our websites (contact forms) and secondary sites - button to send message to staff.</p>		

Action #	Title	Description	Total Funds	Contributing
		<p>Continue to collaborate with Cradle to Career Live Oak, Senderos, Chamber of Commerce community partners and partner districts.</p> <p>Continue to work with leadership to highlight promising family engagement strategies currently being implemented at individual school sites, learn from community partners (Cradle to Career / Live Oak / etc) and other research on effective community engagement and train all school community coordinators to support strategic practices in each school community.</p>		
6.3	Family Outreach	<p>Parent/School Community Coordinators to actively provide outreach for English Learner families</p> <p>Latino Role Models Conference</p> <p>Translation and childcare for evening parent meetings</p> <p>2.712 FTE (E) Parent/Community Coordinators \$240,458 - LCFF Supplemental Rs 0700  5.60 FTE (S) Parent/Community Coordinators \$523,697 - LCFF Supplemental Rs 0700</p> <p>1% Parent Involvement: (E) \$2,396 and (S) \$4,913 - Title I Rs 3010  Latino Role Model Conference \$2,000 - Title 1 Rs 3010</p> <p>.</p>	\$773,464.00	Yes

## Goal Analysis [2022-23]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

SCCS is proud of the outreach and communication that occurred in 21-22. In addition to providing weekly video updates for our community, we have redesigned and updated our website, held numerous in-person budget and bond informational meeting with families and staff and published a State of the District flyer that was succinct and highlighted district positives as well as services provided to students. The one area that needs further work includes updating district department and school site websites and work has started on this in Spring 2022.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Eight out of ten websites have been replaced, with the other two to go on-line before the start of the 23-24 school year.

An explanation of how effective the specific actions were in making progress toward the goal.

The following actions detail our work on maintaining strong communication and partnerships with our diverse community.

We have:

- replaced 8 out of 10 school site websites and have trained on-site webmasters at each of the sites.
- redesigned all school site bond webpages, as well as the general bond homepage, and continue inputting a backlog of documentation on redesigned archive pages built with a goal of accessibility.
- developed Weekly Video Updates and have used this platform to highlight bond projects around the district including: new fields, water stewardship efforts, green energy efforts, campus modernization & beautification.
- highlighted the district's mental & emotional health support efforts, computer science education, student enrichment opportunities, substance use prevention programs, equality & inclusion initiatives, peer tutoring and community COVID support efforts including testing, vaccination & education.

In 22-23, our Communications Officer, in collaboration with site Principals, implemented actions for potential student outreach. This included the publication of new materials and brochures and hosting tables at community events with district and site PR materials. Published brochures included the "State of our Schools" (English & Spanish), High Schools (English & Spanish), Middle Schools (English & Spanish) & Elementary (English & Spanish) informational brochures. All brochures were detailed and highlighted students and programs at each site.

Principals also hosted student and family site tours and calendared Open Houses earlier in the year so that private school parents could attend while making decisions regarding enrollment for the next year.

Most importantly, a "Promoting our Schools" committee was formed to plan Open Houses, tours, plan prospective parent webinars and share ideas and best practices for outreach.

Weekly video updates showed strong viewership--the highest viewership in a single week was 7,947. The highest single video views was 4,000.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

For 23-24, planned goals and desired outcomes will continue to be implemented.

**A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.**

# Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2023-24]

Projected LCFF Supplemental and/or Concentration Grants	Projected Additional LCFF Concentration Grant (15 percent)
4,826,946	0

## Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
7.10%	0.74%	\$521,740.30	7.85%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

## Required Descriptions

For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

The explanation of how SCCS considered the needs of foster youth, English learners and low-income students first as well as how actions are effective in meeting the goals for these students is detailed in the narrative box below.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

The following actions benefit all students but specifically support the academic achievement and social emotional health of foster youth, English learners and low-income students:

Goal/Action 1.1: Implementation of California Colleges Guidance Initiative (CCGI) at all secondary schools with the development of a CCGI scope and sequence, calendar of class visitations and pre and post surveys for evaluation to continue to increase graduation rates and A-G completion rates.

Goal/Action 1.2: Increased CTE course offerings to strengthen college and career readiness.

Goal/Action 2.5: High School teams will attend a PBIS conference in October to strengthen site behavioral systems to maintain low rates of suspensions which impact academic success.

Goal/Action 2.6: Implementation of a Wellness Center at Soquel High School through our partnership with the County Office of Education with plans to subsequently implement Wellness Centers at all high school sites to support students in need of social emotional support.

Goal/Action 2.7: Summer attendance outreach–Social Workers will case-manage and follow up on chronically absent students throughout the summer and intensively during the first week of school. Addition of a .6 Social Worker assigned to address chronic absenteeism.

Goal/Action 3.2: In 23-24, implementation of a Grading Task Force to revise district grading policy through the study of equitable grading best practices to ensure equitable grading practices.

Goal/Action 3.5: To serve English learners, we will expand English learner professional development with WestEd (new contract for 23-24) to Harbor High School and elementary sites. Additionally, we will adopt new credit recovery programs and other resources to provide a viable non-online credit recovery option to students. A New English learner Newcomer curriculum will be implemented in 23-24.

Goal/Action 4.1: To strengthen instructional practice and address English learner need, expanded Integrated ELD training through WestEd will be offered at elementary and high school (middle school professional learning occurred in 21-22 and 22-23).

Goal/Action 4.2: SCCS will host a mini-PLC Institute for all SCIL leaders and administrators on July 29th and site teams will attend various PLC Institutes in 23-24 to ensure that site PLCs focus on student achievement with a particular focus on foster youth, English learners and low income students to address the achievement gap.

Goal/Action 4.8: Professional learning in math, Integrated ELD, grading practices, and PBIS (high school). Additionally, lesson studies and coaching cycles will be expanded. Expanded training will work to close the achievement gap between foster youth, English learners and low income students as compared to students who do not fall into these groups. Additionally, visits to other districts in to study best practices in math are planned for 23-24.

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

Santa Cruz City Schools does not receive concentration grant add-on funding.

<b>Staff-to-student ratios by type of school and concentration of unduplicated students</b>	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students	TK-5 - 1:103 6-12 - 1:192	
Staff-to-student ratio of certificated staff providing direct services to students	TK-5 - 1:325 6-12 - 1:325	

## 2023-24 Total Expenditures Table

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	\$6,189,859.00	\$1,532,058.00	\$3,946,413.00	\$4,434,822.00	\$16,103,152.00	\$13,787,266.00	\$2,315,886.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1.1	Accessibility, Support and Guidance for All Students	English Learners Foster Youth Low Income	\$203,059.00		\$2,414,291.00		\$2,617,350.00
1	1.2	College and Career Opportunities for All Students through Career Technical Education Program	English Learners Foster Youth Low Income	\$155,554.00	\$675,882.00	\$1,367,339.00	\$163,858.00	\$2,362,633.00
1	1.3	Career and College Support Programs	English Learners Foster Youth Low Income	\$276,653.00			\$266,782.00	\$543,435.00
2	2.1	Social Emotional Support Staff	English Learners Foster Youth Low Income	\$1,102,535.00			\$1,199,409.00	\$2,301,944.00
2	2.4	School Connectedness	English Learners Foster Youth Low Income	\$257,235.00				\$257,235.00
2	2.5	Social Emotional Systems of Support Programs & Collaboration	English Learners Foster Youth Low Income	\$11,213.00				\$11,213.00
2	2.6	Students in Transition Support Systems and Practices	Foster Youth Low Income	\$29,059.00			\$7,309.00	\$36,368.00
2	2.7	Attendance Intervention Systems	English Learners Foster Youth Low Income	\$11,886.00			\$44,810.00	\$56,696.00



Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
3	3.1	Elementary Rtl Program	English Learners Foster Youth Low Income	\$1,020,478.00			\$979,997.00	\$2,000,475.00
3	3.2	Secondary Rtl Program	English Learners Foster Youth Low Income	\$1,382,998.00			\$375,798.00	\$1,758,796.00
3	3.4	Summer Programs	All		\$475,722.00		\$182,813.00	\$658,535.00
3	3.5	English Learner Supports	English Learners	\$360,096.00			\$127,336.00	\$487,432.00
3	3.6	Assessment Systems to Monitor Progress and Set Goals	All	\$25,000.00			\$77,000.00	\$102,000.00
4	4.1	English Language Development (ELD) Professional Learning on Best Practices	English Learners	\$0.00			\$104,077.00	\$104,077.00
4	4.2	Site and District Curriculum Leadership Teams	English Learners Foster Youth Low Income	\$281,854.00				\$281,854.00
4	4.4	Professional Learning Communities and Site Professional Development	All				\$50,000.00	\$50,000.00
4	4.5	Educational Technology	All				\$198,847.00	\$198,847.00
4	4.6	New Teacher Project Teachers on Special Assignment	All	\$0.00	\$234,370.00		\$70,000.00	\$304,370.00
4	4.7	Teachers on Special Assignment (TOSAs) to support Professional Development for Excellence & Equity Plan	All		\$124,984.00	\$121,558.00	\$159,106.00	\$405,648.00
4	4.8	Teacher Professional Development to support implementation of the	All	\$20,000.00	\$21,100.00		\$375,185.00	\$416,285.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
		district's Equity & Excellence Plan						
5	5.1	District Budget Monitoring Planning Systems	All	\$117,965.00			\$43,186.00	\$161,151.00
6	6.1	District Chief Communications Officer	All	\$129,704.00		\$43,225.00		\$172,929.00
6	6.2	District Communication Tools and Platforms	All	\$40,415.00		\$0.00		\$40,415.00
6	6.3	Family Outreach	English Learners Foster Youth Low Income	\$764,155.00			\$9,309.00	\$773,464.00

## 2023-24 Contributing Actions Tables

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
67,949,933	4,826,946	7.10%	0.74%	7.85%	\$5,856,775.00	0.00%	8.62 %	<b>Total:</b>	\$5,856,775.00
								<b>LEA-wide Total:</b>	\$1,744,485.00
								<b>Limited Total:</b>	\$0.00
								<b>Schoolwide Total:</b>	\$4,112,290.00

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.1	Accessibility, Support and Guidance for All Students	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$203,059.00	
1	1.2	College and Career Opportunities for All Students through Career Technical Education Program	Yes	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: Secondary 10-12	\$155,554.00	
1	1.3	Career and College Support Programs	Yes	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: Secondary 6 - 12	\$276,653.00	
2	2.1	Social Emotional Support Staff	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$1,102,535.00	
2	2.4	School Connectedness	Yes	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: Secondary 6-12	\$257,235.00	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
2	2.5	Social Emotional Systems of Support Programs & Collaboration	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$11,213.00	
2	2.6	Students in Transition Support Systems and Practices	Yes	Schoolwide	Foster Youth Low Income	All Schools	\$29,059.00	
2	2.7	Attendance Intervention Systems	Yes	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: Mission Hill Middle School	\$11,886.00	
3	3.1	Elementary Rtl Program	Yes	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: Elementary TK-5	\$1,020,478.00	
3	3.2	Secondary Rtl Program	Yes	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: Secondary 6 - 12	\$1,382,998.00	
3	3.5	English Learner Supports	Yes	LEA-wide	English Learners	All Schools	\$360,096.00	
4	4.1	English Language Development (ELD) Professional Learning on Best Practices	Yes	LEA-wide	English Learners	All Schools	\$0.00	
4	4.2	Site and District Curriculum Leadership Teams	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$281,854.00	
6	6.3	Family Outreach	Yes	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$764,155.00	

## 2022-23 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
<b>Totals</b>	\$14,578,723.00	\$15,380,800.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.1	Accessibility, Support and Guidance for All Students	Yes	\$2,424,179.00	\$2,995,630.00
1	1.2	College and Career Opportunities for All Students through Career Technical Education Program	Yes	\$2,049,694.00	\$2,188,900.00
1	1.3	Career and College Support Programs	Yes	\$514,041.00	\$511,269.00
2	2.1	Social Emotional Support Staff	Yes	\$1,996,347.00	\$1,956,973.00
2	2.4	School Connectedness	Yes	\$231,585.00	\$254,408.00
2	2.5	Social Emotional Systems of Support	Yes	\$20,000.00	\$20,000.00
2	2.6	Homeless Student Support Systems and Practices	Yes	\$36,416.00	\$27,174.00
2	2.7	Attendance Intervention Systems	Yes	\$24,981.00	\$25,179.00
3	3.1	Elementary Rtl Program	Yes	\$1,757,607.00	\$1,897,884.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
3	3.2	Secondary Rtl Program	Yes	\$2,052,183.00	\$2,216,001.00
3	3.4	Summer Programs	No	\$479,638.00	\$170,028.00
3	3.5	English Learner Supports	Yes	\$283,306.00	\$345,601.00
3	3.6	Assessment Systems to Monitor Progress and Set Goals	No	\$62,282.00	\$87,604.00
4	4.1	English Language Development (ELD) Professional Learning on Best Practices	Yes	\$138,263.00	\$139,504
4	4.2	Site and District Curriculum Leadership Teams	Yes	\$215,981.00	\$210,520.00
4	4.4	Professional Learning Communities and Site Professional Development	No	\$84,184.00	\$82,788.00
4	4.5	Educational Technology	No	\$204,201.00	\$227,353.00
4	4.6	New Teacher Project Teachers on Special Assignment	No	\$300,420.00	\$302,074.00
4	4.7	Teachers on Special Assignment (TOSAs) to support Professional Development for Excellence & Equity Plan	No	\$439,825.00	\$513,703.00
4	4.8	Teacher Professional Development to support implementation of the district's Equity & Excellence Plan	No	\$236,621.00	\$205,845.00
5	5.1	District Budget Monitoring Planning Systems	No	\$170,502.00	\$153,749.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
6	6.1	District Chief Communications Officer	No	\$76,018.00	\$83,442.00
6	6.2	District Communication Tools and Platforms	No	\$54,470.00	\$50,204.00
6	6.3	Family Outreach	Yes	\$725,979.00	\$714,967.00

**2022-23 Contributing Actions Annual Update Table**

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
\$4,756,961.00	\$5,318,685.00	\$4,900,835.00	\$417,850.00	0.00%	0.00%	0.00%

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.1	Accessibility, Support and Guidance for All Students	Yes	\$132,333.00	\$75,772.00		
1	1.2	College and Career Opportunities for All Students through Career Technical Education Program	Yes	\$98,200.00	\$104.00		
1	1.3	Career and College Support Programs	Yes	\$254,871.00	\$85,067.00		
2	2.1	Social Emotional Support Staff	Yes	\$888,281.00	\$590,724.00		
2	2.4	School Connectedness	Yes	\$231,585.00	\$254,408.00		
2	2.5	Social Emotional Systems of Support	Yes	\$20,000.00	\$20,000.00		
2	2.6	Homeless Student Support Systems and Practices	Yes	\$27,042.00	\$27,174.00		
2	2.7	Attendance Intervention Systems	Yes	\$24,981.00	\$27,710.00		
3	3.1	Elementary Rtl Program	Yes	\$1,005,416.00	\$1,132,601.00		
3	3.2	Secondary Rtl Program	Yes	\$1,501,463.00	\$1,577,128.00		



Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
3	3.5	English Learner Supports	Yes	\$219,289.00	\$192,496.00		
4	4.1	English Language Development (ELD) Professional Learning on Best Practices	Yes	\$0.00	\$0.00		
4	4.2	Site and District Curriculum Leadership Teams	Yes	\$215,981.00	\$210,520.00		
6	6.3	Family Outreach	Yes	\$699,243.00	\$707,131.00		

**2022-23 LCFF Carryover Table**

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
70,064,663	\$4,756,961.00	.95%	7.74%	\$4,900,835.00	0.00%	6.99%	\$521,740.30	0.74%

# Instructions

[Plan Summary](#)

[Engaging Educational Partners](#)

[Goals and Actions](#)

[Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students](#)

*For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at [lcff@cde.ca.gov](mailto:lcff@cde.ca.gov).*

## Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning (California *Education Code* [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- **Accountability and Compliance:** The LCAP serves an important accountability function because aspects of the LCAP template require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
  - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC Section 52064[b][4-6]).
  - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).

- Annually reviewing and updating the LCAP to reflect progress toward the goals (*EC* Section 52064[b][7]).

The LCAP template, like each LEA’s final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which should: (a) reflect comprehensive strategic planning (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity’s budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2021–22, 2022–23, and 2023–24 school years reflects statutory changes made through Assembly Bill 1840 (Committee on Budget), Chapter 243, Statutes of 2018. These statutory changes enhance transparency regarding expenditures on actions included in the LCAP, including actions that contribute to meeting the requirement to increase or improve services for foster youth, English learners, and low-income students, and to streamline the information presented within the LCAP to make adopted LCAPs more accessible for educational partners and the public.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA’s diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

Given present performance across the state priorities and on indicators in the California School Dashboard (Dashboard), how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions that the LEA believes, based on input gathered from educational partners, research, and experience, will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP itself. Additionally, information is included at the beginning of each section emphasizing the purpose that each section serves.

# Plan Summary

## Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to provide a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included in the subsequent sections of the LCAP.

## Requirements and Instructions

**General Information** – Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA. For example, information about an LEA in terms of geography, enrollment, or employment, the number and size of specific schools, recent community challenges, and other such information as an LEA wishes to include can enable a reader to more fully understand an LEA's LCAP.

**Reflections: Successes** – Based on a review of performance on the state indicators and local performance indicators included in the Dashboard, progress toward LCAP goals, local self-assessment tools, input from educational partners, and any other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying specific examples of how past increases or improvements in services for foster youth, English learners, and low-income students have led to improved performance for these students.

**Reflections: Identified Need** – Referring to the Dashboard, identify: (a) any state indicator for which overall performance was in the “Red” or “Orange” performance category or any local indicator where the LEA received a “Not Met” or “Not Met for Two or More Years” rating AND (b) any state indicator for which performance for any student group was two or more performance levels below the “all student” performance. What steps is the LEA planning to take to address these areas of low performance and performance gaps? An LEA that is required to include a goal to address one or more consistently low-performing student groups or low-performing schools must identify that it is required to include this goal and must also identify the applicable student group(s) and/or school(s). Other needs may be identified using locally collected data including data collected to inform the self-reflection tools and reporting local indicators on the Dashboard.

**LCAP Highlights** – Identify and briefly summarize the key features of this year's LCAP.

**Comprehensive Support and Improvement** – An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

- **Schools Identified:** Identify the schools within the LEA that have been identified for CSI.
- **Support for Identified Schools:** Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.

- **Monitoring and Evaluating Effectiveness:** Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

## Engaging Educational Partners

### Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, accountability, and improvement across the state priorities and locally identified priorities (*EC Section 52064[e][1]*). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Statute and regulations specify the educational partners that school districts and COEs must consult when developing the LCAP: teachers, principals, administrators, other school personnel, local bargaining units of the LEA, parents, and students. Before adopting the LCAP, school districts and COEs must share it with the Parent Advisory Committee and, if applicable, to its English Learner Parent Advisory Committee. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Statute requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and students in developing the LCAP. The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals and actions.

Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the following web page of the CDE's website: <https://www.cde.ca.gov/re/lc/>.

### Requirements and Instructions

Below is an excerpt from the 2018–19 *Guide for Annual Audits of K–12 Local Education Agencies and State Compliance Reporting*, which is provided to highlight the legal requirements for engagement of educational partners in the LCAP development process:

#### **Local Control and Accountability Plan:**

For county offices of education and school districts only, verify the LEA:

- a) Presented the local control and accountability plan to the parent advisory committee in accordance with Education Code section 52062(a)(1) or 52068(a)(1), as appropriate.
- b) If applicable, presented the local control and accountability plan to the English learner parent advisory committee, in accordance with Education Code section 52062(a)(2) or 52068(a)(2), as appropriate.
- c) Notified members of the public of the opportunity to submit comments regarding specific actions and expenditures proposed to be included in the local control and accountability plan in accordance with Education Code section 52062(a)(3) or 52068(a)(3), as appropriate.
- d) Held at least one public hearing in accordance with Education Code section 52062(b)(1) or 52068(b)(1), as appropriate.
- e) Adopted the local control and accountability plan in a public meeting in accordance with Education Code section 52062(b)(2) or 52068(b)(2), as appropriate.

**Prompt 1:** “A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP.”

Describe the engagement process used by the LEA to involve educational partners in the development of the LCAP, including, at a minimum, describing how the LEA met its obligation to consult with all statutorily required educational partners as applicable to the type of LEA. A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA’s philosophical approach to engaging its educational partners.

**Prompt 2:** “A summary of the feedback provided by specific educational partners.”

Describe and summarize the feedback provided by specific educational partners. A sufficient response to this prompt will indicate ideas, trends, or inputs that emerged from an analysis of the feedback received from educational partners.

**Prompt 3:** “A description of the aspects of the LCAP that were influenced by specific input from educational partners.”

A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. The response must describe aspects of the LCAP that were influenced by or developed in response to the educational partner feedback described in response to Prompt 2. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP. For the purposes of this prompt, “aspects” of an LCAP that may have been influenced by educational partner input can include, but are not necessarily limited to:

- Inclusion of a goal or decision to pursue a Focus Goal (as described below)

- Inclusion of metrics other than the statutorily required metrics
- Determination of the desired outcome on one or more metrics
- Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
- Inclusion of action(s) or a group of actions
- Elimination of action(s) or group of actions
- Changes to the level of proposed expenditures for one or more actions
- Inclusion of action(s) as contributing to increased or improved services for unduplicated services
- Determination of effectiveness of the specific actions to achieve the goal
- Determination of material differences in expenditures
- Determination of changes made to a goal for the ensuing LCAP year based on the annual update process
- Determination of challenges or successes in the implementation of actions

## Goals and Actions

### Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal should be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

### Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs should consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard in determining whether and how to prioritize its goals within the LCAP.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- **Focus Goal:** A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
- **Broad Goal:** A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.



- **Maintenance of Progress Goal:** A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

At a minimum, the LCAP must address all LCFF priorities and associated metrics.

### **Focus Goal(s)**

**Goal Description:** The description provided for a Focus Goal must be specific, measurable, and time bound. An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach. The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

**Explanation of why the LEA has developed this goal:** Explain why the LEA has chosen to prioritize this goal. An explanation must be based on Dashboard data or other locally collected data. LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners. LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

### **Broad Goal**

**Goal Description:** Describe what the LEA plans to achieve through the actions included in the goal. The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal. The goal description organizes the actions and expected outcomes in a cohesive and consistent manner. A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

**Explanation of why the LEA has developed this goal:** Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

### **Maintenance of Progress Goal**

**Goal Description:** Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP. Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP. The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

**Explanation of why the LEA has developed this goal:** Explain how the actions will sustain the progress exemplified by the related metrics.

### **Required Goals**

In general, LEAs have flexibility in determining what goals to include in the LCAP and what those goals will address; however, beginning with the development of the 2022–23 LCAP, LEAs that meet certain criteria are required to include a specific goal in their LCAP.

**Consistently low-performing student group(s) criteria:** An LEA is eligible for Differentiated Assistance for three or more consecutive years based on the performance of the same student group or groups in the Dashboard. A list of the LEAs required to include a goal in the LCAP based on student group performance, and the student group(s) that lead to identification, may be found on the CDE’s Local Control Funding Formula web page at <https://www.cde.ca.gov/fg/aa/lc/>.

- **Consistently low-performing student group(s) goal requirement:** An LEA meeting the consistently low-performing student group(s) criteria must include a goal in its LCAP focused on improving the performance of the student group or groups that led to the LEA’s eligibility for Differentiated Assistance. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, this student group or groups. An LEA required to address multiple student groups is not required to have a goal to address each student group; however, each student group must be specifically addressed in the goal. This requirement may not be met by combining this required goal with another goal.
- **Goal Description:** Describe the outcomes the LEA plans to achieve to address the needs of, and improve outcomes for, the student group or groups that led to the LEA’s eligibility for Differentiated Assistance.
- **Explanation of why the LEA has developed this goal:** Explain why the LEA is required to develop this goal, including identifying the student group(s) that lead to the LEA being required to develop this goal, how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the student group(s), and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes identified in the goal description.

**Low-performing school(s) criteria:** The following criteria only applies to a school district or COE with two or more schools; it does not apply to a single-school district. A school district or COE has one or more schools that, for two consecutive years, received the two lowest performance levels on all but one of the state indicators for which the school(s) receive performance levels in the Dashboard and the performance of the “All Students” student group for the LEA is at least one performance level higher in all of those indicators. A list of the LEAs required to include a goal in the LCAP based on school performance, and the school(s) that lead to identification, may be found on the CDE’s Local Control Funding Formula web page at <https://www.cde.ca.gov/fg/aa/lc/>.

- **Low-performing school(s) goal requirement:** A school district or COE meeting the low-performing school(s) criteria must include a goal in its LCAP focusing on addressing the disparities in performance between the school(s) and the LEA as a whole. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, the students enrolled at the low-performing school or schools. An LEA required to address multiple schools is not required to have a goal to address each school; however, each school must be specifically addressed in the goal. This requirement may not be met by combining this goal with another goal.
- **Goal Description:** Describe what outcomes the LEA plans to achieve to address the disparities in performance between the students enrolled at the low-performing school(s) and the students enrolled at the LEA as a whole.
- **Explanation of why the LEA has developed this goal:** Explain why the LEA is required to develop this goal, including identifying the schools(s) that lead to the LEA being required to develop this goal; how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the school(s); and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes for students enrolled at the low-performing school or schools identified in the goal description.

### **Measuring and Reporting Results:**

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes. LEAs are encouraged to identify metrics for specific student groups, as appropriate, including expected outcomes that would reflect narrowing of any existing performance gaps.

Include in the baseline column the most recent data associated with this metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2019 Dashboard for the baseline of a metric only if that data represents the most recent available (e.g., high school graduation rate).

Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS. Because final 2020–21 outcomes on some metrics may not be computable at the time the 2021–24 LCAP is adopted (e.g., graduation rate, suspension rate), the most recent data available may include a point in time calculation taken each year on the same date for comparability purposes.

The baseline data shall remain unchanged throughout the three-year LCAP.

Complete the table as follows:

- **Metric:** Indicate how progress is being measured using a metric.
- **Baseline:** Enter the baseline when completing the LCAP for 2021–22. As described above, the baseline is the most recent data associated with a metric. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 1 Outcome:** When completing the LCAP for 2022–23, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 2 Outcome:** When completing the LCAP for 2023–24, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 3 Outcome:** When completing the LCAP for 2024–25, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above. The 2024–25 LCAP will be the first year in the next three-year cycle. Completing this column will be part of the Annual Update for that year.
- **Desired Outcome for 2023–24:** When completing the first year of the LCAP, enter the desired outcome for the relevant metric the LEA expects to achieve by the end of the 2023–24 LCAP year.

Timeline for completing the “**Measuring and Reporting Results**” part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023–24)
Enter information in this box when completing the LCAP for <b>2021–22</b> .	Enter information in this box when completing the LCAP for <b>2021–22</b> .	Enter information in this box when completing the LCAP for <b>2022–23</b> . Leave blank until then.	Enter information in this box when completing the LCAP for <b>2023–24</b> . Leave blank until then.	Enter information in this box when completing the LCAP for <b>2024–25</b> . Leave blank until then.	Enter information in this box when completing the LCAP for <b>2021–22</b> or when adding a new metric.

The metrics may be quantitative or qualitative; but at minimum, an LEA’s LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant self-reflection tool for local indicators within the Dashboard.

**Actions:** Enter the action number. Provide a short title for the action. This title will also appear in the action tables. Provide a description of the action. Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the summary tables. Indicate whether the action contributes to meeting the increase or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No. (**Note:** for each such action offered on an LEA-wide or schoolwide basis, the LEA will need to provide additional information in the Increased or Improved Summary Section to address the requirements in *California Code of Regulations*, Title 5 [5 CCR] Section 15496(b) in the Increased or Improved Services Section of the LCAP).

**Actions for English Learners:** School districts, COEs, and charter schools that have a numerically significant English learner student subgroup must include specific actions in the LCAP related to, at a minimum, the language acquisition programs, as defined in *EC* Section 306, provided to students and professional development activities specific to English learners.

**Actions for Foster Youth:** School districts, COEs, and charter schools that have a numerically significant Foster Youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to Foster Youth students.

**Goal Analysis:**

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.
- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.
- Describe the effectiveness of the specific actions to achieve the articulated goal as measured by the LEA. In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal. When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.

## **Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students**

### **Purpose**

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA’s description in this section must align with the actions included in the Goals and Actions section as contributing.

### **Requirements and Instructions**

**Projected LCFF Supplemental and/or Concentration Grants:** Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of low income, foster youth, and English learner students.

**Projected Additional LCFF Concentration Grant (15 percent):** Specify the amount of additional LCFF concentration grant add-on funding, as described in EC Section 42238.02, that the LEA estimates it will receive in the coming year.

**Projected Percentage to Increase or Improve Services for the Coming School Year:** Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 CCR Section 15496(a)(7).

**LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

**LCFF Carryover — Dollar:** Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero (\$0).

**Total Percentage to Increase or Improve Services for the Coming School Year:** Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEAs percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 CCR Section 15496(a)(7).

#### **Required Descriptions:**

**For each action being provided to an entire school, or across the entire school district or COE, an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.**

For each action included in the Goals and Actions section as contributing to the increased or improved services requirement for unduplicated pupils and provided on an LEA-wide or schoolwide basis, the LEA must include an explanation consistent with 5 CCR Section 15496(b). For any such actions continued into the 2021–24 LCAP from the 2017–2020 LCAP, the LEA must determine whether or not the action was effective as expected, and this determination must reflect evidence of outcome data or actual implementation to date.

**Principally Directed and Effective:** An LEA demonstrates how an action is principally directed towards and effective in meeting the LEA’s goals for unduplicated students when the LEA explains how:

- It considers the needs, conditions, or circumstances of its unduplicated pupils;

- The action, or aspect(s) of the action (including, for example, its design, content, methods, or location), is based on these considerations; and
- The action is intended to help achieve an expected measurable outcome of the associated goal.

As such, the response provided in this section may rely on a needs assessment of unduplicated students.

Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient. Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increase or improve services standard because enrolling students is not the same as serving students.

For example, if an LEA determines that low-income students have a significantly lower attendance rate than the attendance rate for all students, it might justify LEA-wide or schoolwide actions to address this area of need in the following way:

After assessing the needs, conditions, and circumstances of our low-income students, we learned that the attendance rate of our low-income students is 7 percent lower than the attendance rate for all students. (Needs, Conditions, Circumstances [Principally Directed])

In order to address this condition of our low-income students, we will develop and implement a new attendance program that is designed to address some of the major causes of absenteeism, including lack of reliable transportation and food, as well as a school climate that does not emphasize the importance of attendance. Goal N, Actions X, Y, and Z provide additional transportation and nutritional resources as well as a districtwide educational campaign on the benefits of high attendance rates. (Contributing Action[s])

These actions are being provided on an LEA-wide basis and we expect/hope that all students with less than a 100 percent attendance rate will benefit. However, because of the significantly lower attendance rate of low-income students, and because the actions meet needs most associated with the chronic stresses and experiences of a socio-economically disadvantaged status, we expect that the attendance rate for our low-income students will increase significantly more than the average attendance rate of all other students. (Measurable Outcomes [Effective In])

**COEs and Charter Schools:** Describe how actions included as contributing to meeting the increased or improved services requirement on an LEA-wide basis are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above. In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

## For School Districts Only:

### Actions Provided on an LEA-Wide Basis:

**Unduplicated Percentage > 55 percent:** For school districts with an unduplicated pupil percentage of 55 percent or more, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above.

**Unduplicated Percentage < 55 percent:** For school districts with an unduplicated pupil percentage of less than 55 percent, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the actions **are the most effective use of the funds** to meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

**Actions Provided on a Schoolwide Basis:**

School Districts must identify in the description those actions being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis.

**For schools with 40 percent or more enrollment of unduplicated pupils:** Describe how these actions are principally directed to and effective in meeting its goals for its unduplicated pupils in the state and any local priorities.

**For school districts expending funds on a schoolwide basis at a school with less than 40 percent enrollment of unduplicated pupils:** Describe how these actions are principally directed to and how the actions are the most effective use of the funds to meet its goals for foster youth, English learners, and low-income students in the state and any local priorities.

**A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.**

Consistent with the requirements of 5 CCR Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to the services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are included in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided on an LEA-wide or schoolwide basis or provided on a limited basis to unduplicated students. A limited action is an action that only serves foster youth, English learners, and/or low-income students. This description must address how these action(s) are expected to result in the required proportional increase or improvement in services for unduplicated pupils as compared to the services the LEA provides to all students for the relevant LCAP year.

For any action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage. See the instructions for determining the Planned Percentage of Improved Services for information on calculating the Percentage of Improved Services.

**A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.**



An LEA that receives the additional concentration grant add-on described in *EC* Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.

Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.

An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.

In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of full time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

## Action Tables

Complete the Data Entry Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Data Entry Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. With the exception of the Data Entry Table, the word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)
- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2022–23 LCAP, 2022–23 will be the coming LCAP Year and 2021–22 will be the current LCAP Year.

## Data Entry Table

The Data Entry Table may be included in the LCAP as adopted by the local governing board or governing body, but is not required to be included. In the Data Entry Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year:** Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant:** Provide the total amount of LCFF funding the LEA estimates it will receive for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).

See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF apportionment calculations.

- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will receive on the basis of the number and concentration of unduplicated students for the coming school year.

- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 CCR Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover — Percentage. This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.
- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action’s number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.
- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering “All,” or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type “Yes” if the action is included as contributing to meeting the increased or improved services; OR, type “No” if the action is **not** included as contributing to meeting the increased or improved services.
- If “Yes” is entered into the Contributing column, then complete the following columns:
  - **Scope:** The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
  - **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
  - **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate “All Schools.” If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must

enter “Specific Schools” or “Specific Grade Spans.” Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.

- **Time Span:** Enter “ongoing” if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter “1 Year,” or “2 Years,” or “6 Months.”
- **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel:** This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.
- **LCFF Funds:** Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA’s total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
  - **Note:** For an action to contribute towards meeting the increased or improved services requirement it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds:** Enter the total amount of Other State Funds utilized to implement this action, if any.
- **Local Funds:** Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds:** Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds:** This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
  - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Service for the action.

## Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the ‘Contributing to Increased or Improved Services?’ column will need to be checked to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses.

## Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures:** Enter the total estimated actual expenditures to implement this action, if any.

## Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the ‘Contributing to Increased or Improved Services?’ column to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- **Estimated Actual Expenditures for Contributing Actions:** Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.
- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
  - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action

was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been \$169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of \$169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

## LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant:** Provide the total amount of LCFF funding the LEA estimates it will receive for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).
- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 CCR Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

## Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

### Contributing Actions Table

- 4. Total Planned Contributing Expenditures (LCFF Funds)
  - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column
- 5. Total Planned Percentage of Improved Services
  - This percentage is the total of the Planned Percentage of Improved Services column
- Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)
  - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

### **Contributing Actions Annual Update Table**

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display "Not Required."

- 6. Estimated Actual LCFF Supplemental and Concentration Grants
  - This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- 4. Total Planned Contributing Expenditures (LCFF Funds)
  - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)
- 7. Total Estimated Actual Expenditures for Contributing Actions
  - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds)
- Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)
  - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4)
- 5. Total Planned Percentage of Improved Services (%)
  - This amount is the total of the Planned Percentage of Improved Services column
- 8. Total Estimated Actual Percentage of Improved Services (%)
  - This amount is the total of the Estimated Actual Percentage of Improved Services column
- Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)
  - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8)

### **LCFF Carryover Table**

- 10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)

- This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.
- 11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)
  - This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).
- 12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)
  - If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.
 

The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.
- 13. LCFF Carryover — Percentage (12 divided by 9)
  - This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education  
January 2022



## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Bond Budget Update

**MEETING DATE:** June 14, 2023

**FROM:** Jim Monreal, Assistant Superintendent, Business Services

**THROUGH:** Kris Munro, Superintendent

**BACKGROUND:**

Each quarter staff presents an update on Bond expenditures and the projected budget for the fiscal year. This report reflects Bond expenditures and encumbrances through May 31, 2023.

**FISCAL IMPACT:**

\$30,000.00 Bond Finance Software Annual Fee  
67% Measure A & 33% B Bond Funds (Restricted)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Goal #6: SCCS will maintain strong communication and partnership with its diverse community.

*Prepared by Trevor Miller, Director, Facility Services*



# Measure A & B Update

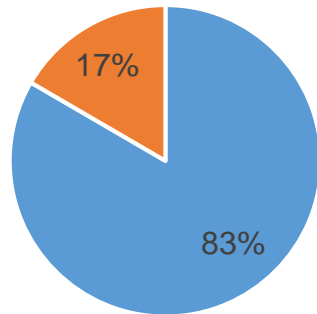
Program Budgets, Expenditures and Encumbrances Summary  
Santa Cruz City Schools

Update through  
May 31, 2023

# Program Snapshot of Bond Measures

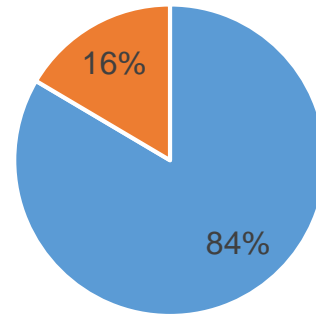
	Resource	Expenditures & Encumbrances	Remaining Resources
<b>Measure A: Secondary Schools</b>	<b>\$ 140,000,000.00</b>	<b>\$ 116,742,660.89</b>	<b>\$ 23,257,339.11</b>
<b>Measure B: Elementary Schools</b>	<b>\$ 68,000,000.00</b>	<b>\$ 56,783,143.64</b>	<b>\$ 11,216,856.36</b>
<b>Measures A &amp; B</b>	<b>\$ 208,000,000.00</b>	<b>\$ 173,525,804.53</b>	<b>\$ 34,474,195.47</b>

Measure A



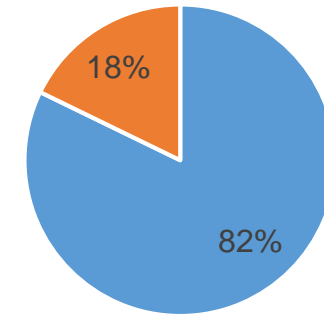
■ Remaining Resource

Measure B



■ Remaining Resource

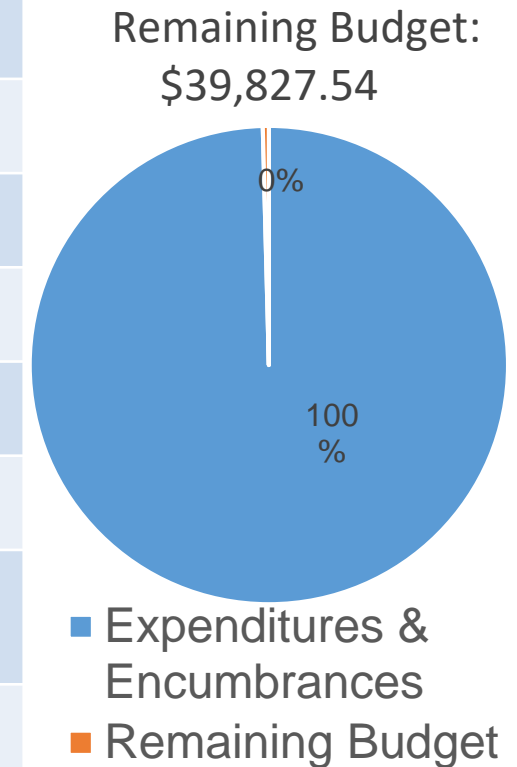
Measures A & B



■ Remaining Resource

# Bay View Elementary School (Measure B) Site Budget: \$13,256,614.70

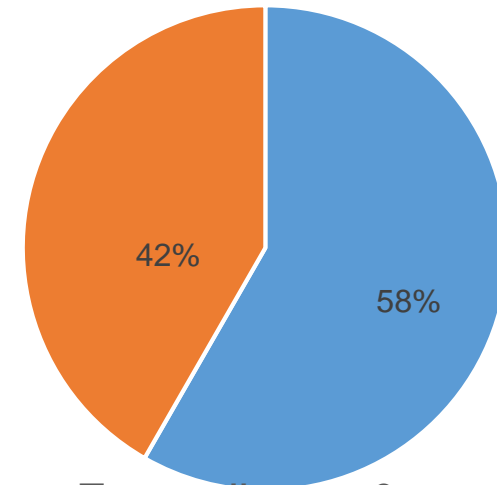
Project Categories	Allocation	Expenditures & Encumbrances
Card Access Security System	\$ 273,500.00	\$ 273,089.20
Data Infrastructure Improvements	\$ 748,794.76*	\$ 748,794.76*
Modernization Phase 1	\$ 7,283,853.05	\$ 7,283,853.05
Modernization Phase 2	\$ 4,950.00*	\$ 4,950.00*
Multi Project Overhead	\$ 87,000.00	\$ 86,196.68
New Classroom Bldg. & Site Work	\$ 3,585,866.46*	\$ 3,585,866.46*
New Kindergarten Bldg. & Site Work	\$ 92,476.83*	\$ 92,476.83*
Portable Demolition and Site Work	\$ 204,000.00	\$ 165,476.53
Re-Roof	\$ 925,529.14*	\$ 925,529.14*
Site Infrastructure	\$ 50,824.51*	\$ 50,824.51*
* Denotes projects that are complete.	<b>\$ 13,256,524.75</b>	<b>\$ 13,216,787.16</b>



# Branciforte Middle School (Measure A) Site Budget: \$17,815,735.68

Project Categories	Allocation	Expenditures & Encumbrances
Campus Re-Roof	\$ 1,678,923.35*	\$ 1,678,923.35*
Card Access Security System	\$ 250,000.00	\$ 184,164.30
Data Infrastructure Improvements	\$ 450,000.00	\$ 432,950.66
General Classroom Modifications	\$ 5,000,000.00	\$ 2,914,077.70
Library/Science Improvements	\$ 5,000,000.00	\$ 201,548.13
Multi Project Overhead	\$ 250,000.00	\$ 171,777.27
Music/MPR	\$ 3,000,000.00	\$ 2,909,770.79
Parking Lot Improvements	\$ 205,436.11*	\$ 205,436.11*
Relocatable Removal	\$ 5,000.00	\$ 900.00
Street Presence	\$ 1,700,000.00	\$ 1,677,804.88
Utility Infrastructure	\$ 120,000.00	\$ 9,244.55
* Denotes projects that are complete.	<b>\$ 17,659,359.46</b>	<b>\$ 10,386,597.74</b>

Remaining Budget:  
\$7,429,137.94

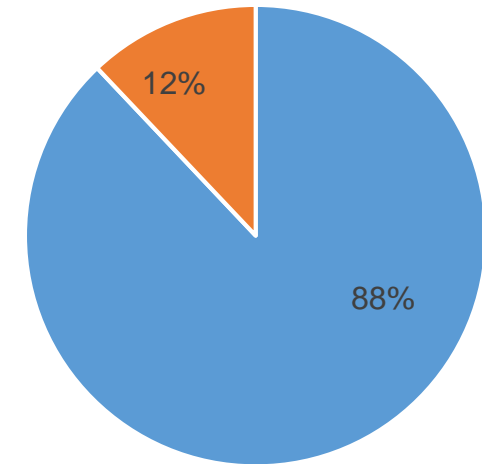


- Expenditures & Encumbrances
- Remaining Budget

# Branciforte Small Schools (Measure B) Site Budget: \$9,205,051.70

Project Categories	Allocation	Expenditures & Encumbrances
Alternative Family Education Campus	\$ 2,200,000.00	\$ 2,119,366.56
Card Access Security System	\$ 233,683.15	\$ 233,683.15
Data Infrastructure Improvements	\$ 875,000.00	\$ 860,761.45
Modernization Phase 1	\$ 1,890,549.00	\$ 921,675.04
Multi Project Overhead	\$ 40,000.00	\$ 27,937.00
New Classroom Building	\$ 3,300,497.46*	\$ 3,300,497.46*
Portable Demolition	\$ 54,240.00	\$ 54,200.00
Relocate Playground and Lunch Shelter	\$ 566,740.10*	\$ 566,740.10*
Site Infrastructure	\$ 10,366.45*	\$ 10,366.45*
* Denotes projects that are complete.	<b>\$ 9,173,836.16</b>	<b>\$ 8,095,227.21</b>

Remaining Budget:  
\$1,109,824.49

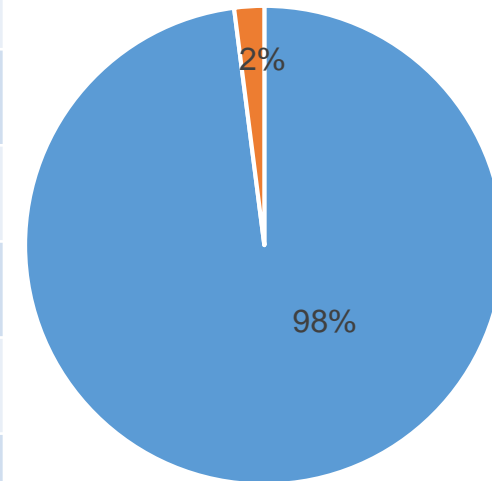


- Expenditures & Encumbrances
- Remaining Budget

# DeLaveaga Elementary School (Measure B) Site Budget: \$15,187,179.14

Project Categories	Allocation	Expenditures & Encumbrances
Card Access Security System	\$ 300,000.00	\$ 272,121.64
Data Infrastructure Improvements	\$ 875,000.00	\$ 870,885.68
Modernization Phase 1	\$ 8,010,000.00	\$ 8,008,000.68
Modernization Phase 2	\$ 350,500.00	\$ 339,500.00
Multi Project Overhead	\$ 100,000.00	\$ 64,782.80
New Classroom Building	\$ 3,565,827.26*	\$ 3,565,827.26*
New Parking Lot	\$ 1,542,166.47*	\$ 1,542,166.47*
Portable Building Demo and Site Work	\$ 200,000.00	\$ 63,097.00
Re-Roofing Project	\$ 26,395.20*	\$ 26,395.20*
Site Infrastructure	\$ 125,000.00	\$ 118,194.50
* Denotes projects that are complete.	<b>\$ 15,094,888.93</b>	<b>\$ 14,870,970.97</b>

Remaining Budget:  
\$307,208.17

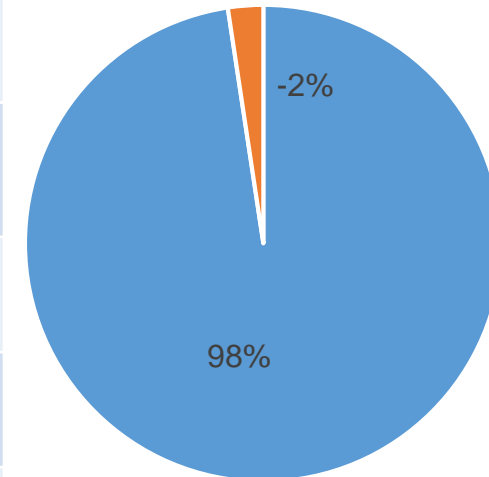


- Expenditures & Encumbrances
- Remaining Budget

# Gault Elementary School (Measure B) Site Budget: \$9,894,761.21

Project Categories	Allocation	Expenditures & Encumbrances
Card Access Security System	\$ 188,789.50	\$ 188,789.50
Data Infrastructure Improvements	\$ 471,686.49*	\$ 471,686.49*
Modernization Phase 1 Main Building	\$ 133,089.03*	\$ 133,089.03*
Modernization Phase 3 Envelope	\$ 280,388.73*	\$ 280,388.73*
Multi Project Overhead	\$ 150,096.42	\$ 150,096.42
New Classroom Building 1	\$ 7,779,864.11	\$ 8,075,861.75
Re-Roof	\$ 842,598.74*	\$ 842,598.74*
Utility Infrastructure	\$ 48,248.19*	\$ 48,248.19*
* Denotes projects that are complete.	<b>\$ 9,894,761.21</b>	<b>\$ 10,190,758.85</b>

Remaining Budget:  
-\$295,997.64  
\*delta covered by  
Measure L



- Expenditures & Encumbrances
- Remaining Budget



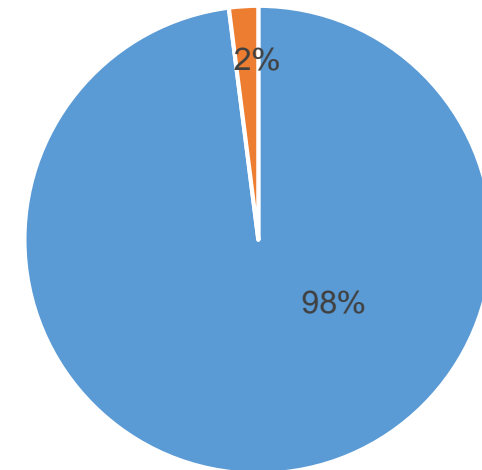
# Harbor High School (Measure A) Site Budget: \$29,760,487.53

Project Categories	Allocation	Expenditures & Encumbrances
Athletic Field Improvements	\$ 11,904,433.39*	\$ 11,904,433.39*
Card Access Security System	\$ 450,000.00	\$ 344,450.68
Data Infrastructure Improvements	\$ 1,077,397.19*	\$ 1,077,397.19*
Electric Hand Dryers	\$ 185,790.23*	\$ 185,790.23*
External Security	\$ 190,000.00	\$ 143,174.76
Modernization Phase 1 MPR/Kitchen	\$ 175,681.06	\$ 175,681.06
Modernization Phase 2 FA/PA/H/MC/A	\$ 1,093,280.30	\$ 1,093,280.30
Modernization Phase 3 S/CT/Quad/Gym	\$ 210,619.10	\$ 210,619.10
Multi Project Overhead	\$ 150,000.00	\$ 135,580.26
New Electrical	\$ 138,693.53*	\$ 138,693.53*
Re-Roof	\$ 2,700,000.00	\$ 2,658,047.85
Site Infrastructure	\$ 60,000.00	\$ 29,141.41
Student Locker Improvements	\$ 257,067.04*	\$ 257,067.04*
Swimming Pool	\$ 10,676,166.09*	\$ 10,676,166.09*
Tennis Court Remodel	\$ 181,444.00*	\$ 181,444.00*
Upper Parking Lot/Drop Off	\$ 21,805.95*	\$ 21,805.95*
	<b>\$ 29,472,377.88</b>	<b>\$ 29,159,772.84</b>

\* Denotes projects that are complete.

937/2013

Remaining Budget:  
\$600,714.69

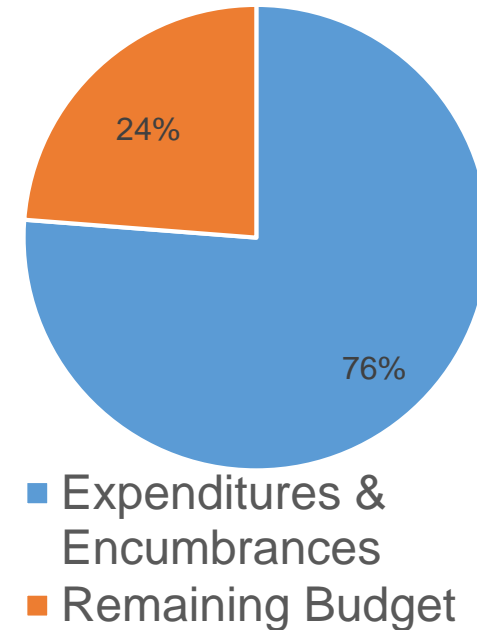


- Expenditures & Encumbrances
- Remaining Budget

# Mission Hill Middle School (Measure A) Site Budget: \$18,394,700.26

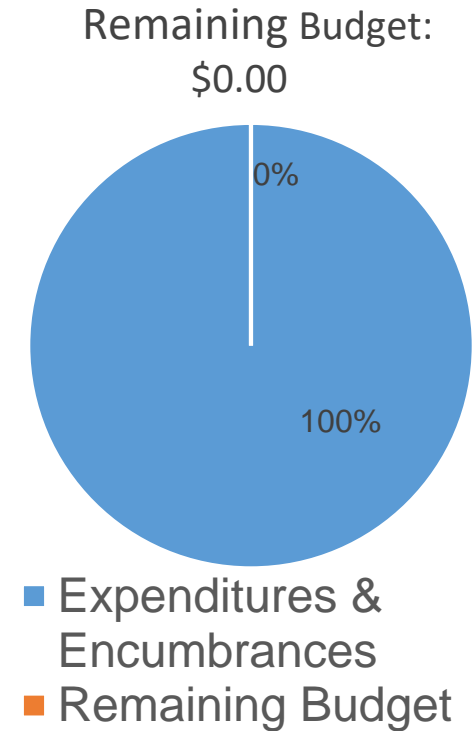
Project Categories	Allocation	Expenditures & Encumbrances
Artificial Field	\$ 3,328,771.02*	\$ 3,328,771.02*
Card Access Security System	\$ 265,679.71	\$ 265,679.71
Data Infrastructure Improvements	\$ 403,052.04*	\$ 403,052.04*
Front Landscape	\$ 1,299,864.26*	\$ 1,299,864.26*
Gym Locker Rooms Phase 1	\$ 188,535.83*	\$ 188,535.83*
Gym Phase 2 Improvements	\$ 9,548.00*	\$ 9,548.00*
Modernization Phase 1 Main Building	\$ 924,792.78	\$ 924,792.78
Modernization Phase 2 Main Building	\$ 24,085.00*	\$ 24,085.00*
Modernization Phase 3 Envelope	\$ 3,291,198.80	\$ 3,291,198.80
Multi Project Overhead	\$ 170,445.17	\$ 170,445.17
New Classroom Building	\$ 4,335,000.00	\$ 27,466.25
Roofing Phase 1	\$ 1,636,569.64*	\$ 1,636,569.64*
Roofing Phase 2	\$ 765,266.30*	\$ 765,266.30*
SDC Portable	\$ 12,100.00*	\$ 12,100.00*
Site Improvements	\$ 200,000.00	\$ 152,745.09
Utility Infrastructure	\$ 1,535,000.00	\$ 1,521,555.09
* Denotes projects that are complete.	<b>\$ 18,389,908.55</b>	<b>\$ 14,021,675.98</b>

Remaining Budget:  
\$4,373,024.38



# Natural Bridges Elementary School (Measure B) Site Budget: \$4,277,891.34

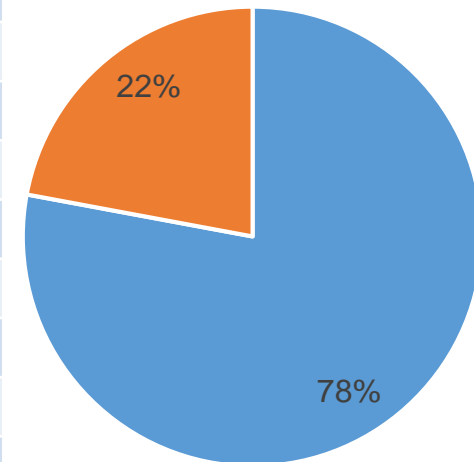
Project Categories	Allocation	Expenditures & Encumbrances
Artificial Field	\$ 106,061.44*	\$ 106,061.44
Campus Roofing	\$ 1,537,050.74*	\$ 1,537,050.74
GYM Modernization Phase 1 and Parking Lot	\$ 774,274.67*	\$ 774,274.67
GYM Modernization Phase 2 and Modular Restroom Building	\$ 1,203,341.80*	\$ 1,203,341,80
Modernization and Repairs	\$ 651,592.69*	\$ 651,592.69
Multi Project Overhead	\$ 5,570.00*	\$ 5,570.00
* Denotes projects that are complete.	\$ 4,277,891.34	\$ 4,277,891.34



# Santa Cruz High School (Measure A) Budget: \$33,427,723.88

Project Categories	Allocation	Expenditures & Encumbrances
Artificial Turf Project COP	\$ 1,437,463.72*	\$ 1,437,463.72*
Athletic Facility Upgrades	\$ 900,000.00	\$ 860,214.80
Campus Re-Roof Phase 1	\$ 2,233,490.82*	\$ 2,233,490.82*
Campus Re-Roof Phase 2	\$ 443,216.48*	\$ 443,216.48*
Card Access Security System	\$ 445,000.00	\$ 372,798.91
Data Infrastructure Improvements	\$ 1,610,000.00	\$ 1,539,830.17
External Security	\$ 340,000.00	\$ 293,119.00
Gym Modernization Ph 1 & 2	\$ 3,350,000.00	\$ 1,558,635.58
Modernization Ph 1 Main Building	\$ 1,250,000.00	\$ 1,234,384.43
Modernization Ph 2 Cafe/CR/Toilets	\$ 9,500,000.00	\$ 9,376,693.67
Modernization Ph 3 Math/Science/Library	\$ 250,000.00	\$ 152,001.35
Modernization Ph 4 Main Building	\$ 4,000,000.00	\$ 475,281.39
Modernization Transportation 1 & 2	\$ 218,045.68*	\$ 218,045.68*
Multi Project Overhead	\$ 250,000.00	\$ 210,171.87
New Electrical	\$ 1,915,000.00	\$ 1,895,373.96
New Pool House	\$ 3,250,000.00	\$ 2,243,920.50
Temp Housing	\$ 317,514.05*	\$ 317,514.05*
Utility Infrastructure	\$ 1,210,000.00	\$ 1,187,120.89
* Denotes projects that are complete.	<b>\$ 33,419,730.75</b> 940/2013	<b>\$ 26,049,277.27</b>

Remaining Budget:  
\$7,378,446.61

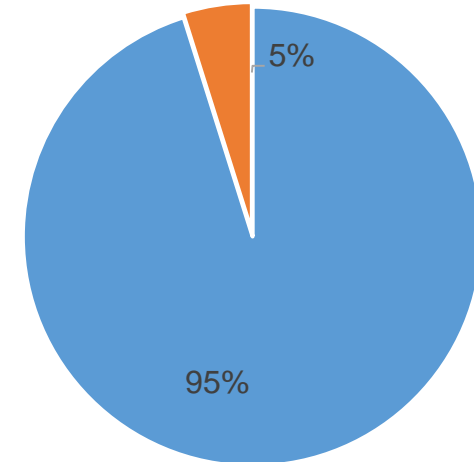


- Expenditures & Encumbrances
- Remaining Budget

# Soquel High School (Measure A) Site Budget: \$36,302,533.05

Project Categories	Allocation	Expenditures & Encumbrances
Artificial Turf Project COP	\$ 1,527,269.08*	\$ 1,527,269.08*
Card Access Security System	\$ 500,000.00	\$ 336,249.04
Data Infrastructure Improvements	\$ 1,403,834.61*	\$ 1,403,834.61*
External Security	\$ 214,566.36*	\$ 214,566.36*
Interim Housing	\$ 108,804.00*	\$ 108,804.00*
Modernization Phase 1 (300)	\$ 1,965,799.76*	\$ 1,965,799.76*
Modernization Phase 2 (100/200)	\$ 12,855,468.63*	\$ 12,855,468.63*
Modernization Phase 3	\$ 4,000,000.00	\$ 2,629,911.95
Multi Project Overhead	\$ 100,000.00	\$ 79,967.75
New Snack Shack	\$ 1,836,368.05*	\$ 1,836,368.05*
Performing Arts Center	\$ 200,000.00	\$ 189,612.50
Site Infrastructure	\$ 3,800,000.00	\$ 3,766,824.02
Swimming Pool	\$ 7,463,559.87*	\$ 7,463,559.87*
Tennis Court Remodel	\$ 209,524.00*	\$ 209,524.00*
* Denotes projects that are complete.	<b>\$ 36,185,194.36</b> 941/2013	<b>\$ 34,587,759.62</b>

Remaining Budget:  
\$1,714,773.43



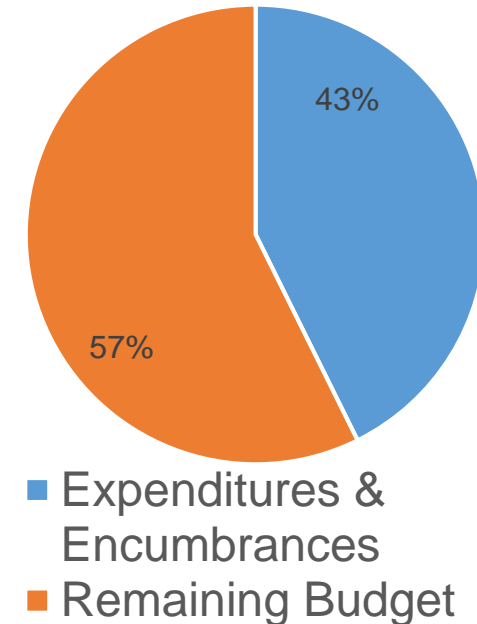
- Expenditures & Encumbrances
- Remaining Budget

# Westlake Elementary School (Measure B) Site Budget: \$14,379,980.95

Project Categories	Allocation	Expenditures & Encumbrances
Card Access Security System	\$ 300,000.00	\$ 292,191.13
Data Infrastructure Improvements	\$ 1,020,000.00	\$ 1,015,620.91
Lower Parking and Drive	\$ 1,000,000.00	\$ 53,122.24
Modernization Phase 1 Upper Wing	\$ 1,000,000.00	\$ 202,864.65
Modernization Phase 2 Lower Wing	\$ 1,000,000.00	\$ 146,911.10
Modernization Phase 3 Multipurpose	\$ 300,000.00	\$ 91,209.66
Multi Project Overhead	\$ 200,000.00	\$ 154,692.57
New Upper Classroom	\$ 5,000,000.00	\$ 243,590.00
Playfields	\$ 275,000.00	\$ 10,000.00
Remove Upper Portables	\$ 50,000.00	\$ 35,000.00
Roof Replacement	\$ 2,252,089.65*	\$ 2,252,089.65*
Site Improvements Sign, Fence, Access	\$ 1,000,000.00	\$ 749,465.21
Utility Infrastructure	\$ 975,000.00	\$ 884,750.99
	<b>\$ 14,372,049.65</b> 942/2013	<b>\$ 6,131,508.11</b>

\* Denotes projects that are complete.

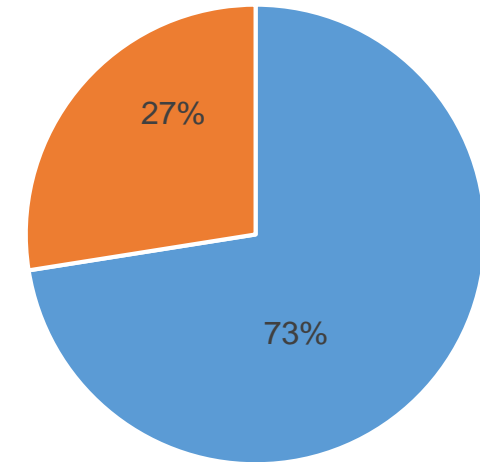
Remaining Budget:  
\$8,248,472.84



# Set-Aside Funds (Measure A) Budget: \$3,500,000.00

Project Categories	Allocation	Expenditures & Encumbrance
Americans with Disabilities Act Access at Central Office	\$ 126,750.00	\$ 27,266.85
Central Kitchen Cold Storage at DeLaveaga	\$ 55,250.00	\$ 20,930.00
Central Kitchen Cold Storage at Harbor	\$ 1,300,000.00	\$ 1,162,471.65
Palm Street Maintenance Facility Parking Lot and Safety Lighting & District Network & Key Cards	\$ 481,000.00	\$ 370,119.26
Transportation Office	\$ 1,137,500.00	\$ 940,702.19
Transportation Yard PG&E EV Charging	\$ 399,500.00	\$16,087.49
* Denotes projects that are complete.	\$ 3,500,000.00	\$ 2,537,577.44

Remaining Budget:  
\$962,422.56



- Expenditures & Encumbrances
- Remaining Budget

# Questions?



## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Adoption of the 2023-24 Budget and Certifications

**MEETING DATE:** June 14, 2023

**FROM:** Jim Monreal, Assistant Superintendent, Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the adoption of the 2023-24 Budget, as presented at the public hearing on May 31, 2023.

**BACKGROUND:**

Santa Cruz City Schools is on a single budget adoption cycle, with the Board required to adopt a budget by June 30<sup>th</sup>. The preliminary budget based on the Governor’s May Revise was presented to the Governing Board on May 31, 2023. Because state budget negotiations between the Governor and the Legislature are still ongoing, a final state budget will change the district adopted budget sometime in June. Staff will present a district budget incorporating any state changes with the Unaudited Actuals in September.

**FISCAL IMPACT:**

None

This work is in direct support of the following District goals and their corresponding metrics.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

# 2023/24 **SCCS** **Budget Adoption**

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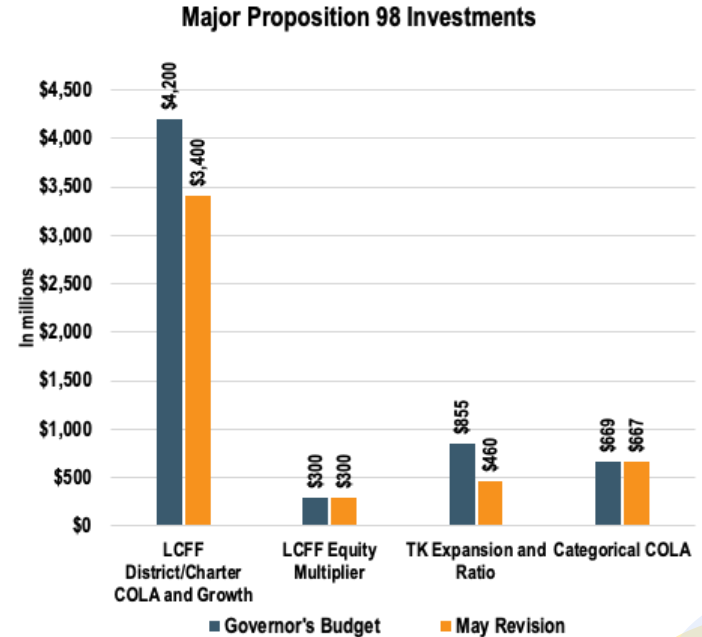
June 14, 2023

946/2013



# Overview of Major K-12 Spending Proposals

- Largest K-12 investment is the **Local Control Funding Formula (LCFF)**
- May Revision continues to make education a priority, fully funding the statutory COLA for programs outside of the LCFF
- Adjustments to proposed LCFF funding reflect both an increase in COLA and a decrease in enrollment projections
- Proposed funding to support the Equity Multiplier for high poverty schools and the TK ratio (SCCS receives \$0)



# Governor's Budget vs. May Revision

Item	Governor's Budget	May Revision
<b>LCFF Funding Increase</b>	<b>\$5.04 billion<sup>1</sup></b>	<b>\$4.04 billion<sup>2</sup></b>
<i>Proposition 98 Minimum Guarantee</i>		
2021-22	<b>\$110.4 billion</b>	<b>\$110.6 billion</b>
2022-23	<b>\$107.0 billion</b>	<b>\$106.8 billion</b>
2023-24	<b>\$108.8 billion</b>	<b>\$106.8 billion</b>
<b>2023-24 Statutory COLA</b>	<b>8.13%</b>	<b>8.22%</b>
<b>Arts, Music, and Instructional Materials Discretionary Block Grant Reduction</b>	<b>-\$1.2 billion</b>	<b>-\$1.8 billion</b>
<b>Learning Recovery Emergency Block Grant Reduction</b>	<b>No Reduction</b>	<b>-\$2.5 billion</b>
<sup>1</sup> Reflects an LCFF increase of \$4.2 billion for the 8.13% COLA and \$855 million to support TK expansion <sup>2</sup> Reflects an LCFF increase of \$3.6 billion for the 8.22% COLA and \$460 million to support TK expansion		



# 2023-24 LCFF Funding Factors

Grade Span	TK	K-3	4-6	7-8	9-12
2022-23 Base Grant per ADA	\$9,166	\$9,166	\$9,304	\$9,580	\$11,102
8.22% COLA	\$753	\$753	\$765	\$787	\$913
2023-24 Base Grant per ADA	\$9,919	\$9,919	\$10,069	\$10,367	\$12,015
Grade Span Adjustment (GSA)	\$1,032	\$1,032	—	—	\$312
TK Add-on (inclusive of COLA)	\$3,044	—	—	—	—
2023-24 Adjusted Base Grant per ADA	\$13,995	\$10,951	\$10,069	\$10,367	\$12,327
20% Supplemental Grant per ADA <sup>1</sup>	—	\$2,190	\$2,014	\$2,073	\$2,465
65% Concentration Grant per ADA <sup>2</sup>	—	\$7,118	\$6,545	\$6,739	\$8,013

<sup>1</sup>Maximum amount per ADA—to arrive at LEA’s grant amount, multiply adjusted base grant per ADA by 20% and Unduplicated Pupil Percentage (UPP)



# Financial Projection Dartboard

Planning Factors						
		2022-23	2023-24	2024-25	2025-26	2026-27
Planning COLA		6.56%	8.22%	3.94%	3.29%	3.19%
CalSTRS <sup>3</sup> Employer Rate		19.10%	19.10%	19.10%	19.10%	19.10%
CalPERS <sup>4</sup> Employer Rate		25.37%	26.68%	27.70%	28.30%	28.70%
California Lottery	Unrestricted per ADA	\$170	\$170	\$170	\$170	\$170
	Restricted per ADA	\$67	\$67	\$67	\$67	\$67
Mandate Block Grant (District) <sup>5</sup>	Grades K-8 per ADA	\$34.94	\$37.81	\$39.30	\$40.59	\$41.88
	Grades 9-12 per ADA	\$67.31	\$72.84	\$75.71	\$78.20	\$80.69

<sup>3</sup>California State Teachers' Retirement System, <sup>4</sup>California Public Employees' Retirement System, <sup>5</sup>COE Mandate Block Grant: \$37.81 per average daily attendance (ADA) grades K-8; \$72.84 per ADA grades 9-12; \$1.27 per ADA; \$1.27 per unit of countywide ADA



# Cost of Living Adjustment (COLA)

May Revision increases the proposed Cost of Living Adjustment (COLA) from 8.13% to 8.22%:

- **Elementary District** 3% community funded tax base
- **High School District** 5.4% Local Control Funding Formula Funding
- **SCCS** combined projected COLA 4.2%
- Current budget has 8.13% as budget being negotiated
- Governor's budget may change dramatically as tax revenues received in October
- As budget is completed, SCCS will update projections and present with the Unaudited Actuals in September



# Substantial Cuts to:

*Arts, Music & Instructional Materials Discretionary  
& Learning Recovery Emergency Block Grants*

- Reduces one-time general fund for the Arts, Music & Instructional Materials Block Grant (AMIM) to 50% of original projection
  - Originally, \$3,600,000 reduced to **\$1,800,000**
  - Board approved Plan on April 12, 2023 to offset STRS/PERS increases
- Proposes decrease in one-time General Fund for the Learning Recovery Emergency Block Grant of 30%
  - Originally \$5,063,000 reduced to **\$3,544,000**
  - Final budget amount will continue services for credit recovery and learning loss for students; may shorten length of services
- Proposes to use **one time resources** to fund LCFF COLA and increased deposits into the rainy-day fund
  - 3% of the projected ongoing COLA will be funded by **one-time monies**





# Transitional Kindergarten

- Continues the State's commitment to fully implement *Universal Transitional Kindergarten* (TK)
- SCCS will continue to staff classes at the 12:1 ratio in 2023-24
- Budget will be updated to reflect additional classes
- State is proposing 10:1 ratio in 2025-26
- TK is funded by community support at SCCS (*no additional state funding*)



# Special Education

## No major changes to the Governor's January Budget

- COLA is now 8.22%

## Current Year Underfunding:

- Special Education projected to require a contribution from the LCFF base of approx. \$19 million



# Added Funding *for* Universal School Meals

- The Governor's January Budget included approximately **\$1.5 billion in ongoing support** to the *Universal School Meals program*
- No contribution from the general fund projected for Food Services in 2023-24 from SCCS
- SCCS recently awarded a Kitchen Equipment Grant of \$500,000+ to be budgeted



# Proposition 28

- Resource code to be received in 2023-24
- In our budget, SCCS has increased programs starting July 1, 2023;  
*State recommending to delay*
- Original Projection:
  - **Secondary** - \$617,500
  - **Elementary** - \$247,600
- **Current Budget:** SCCS reduced to 80% of original projection, allocated by site



# Minimum Wage *Future Forecast*

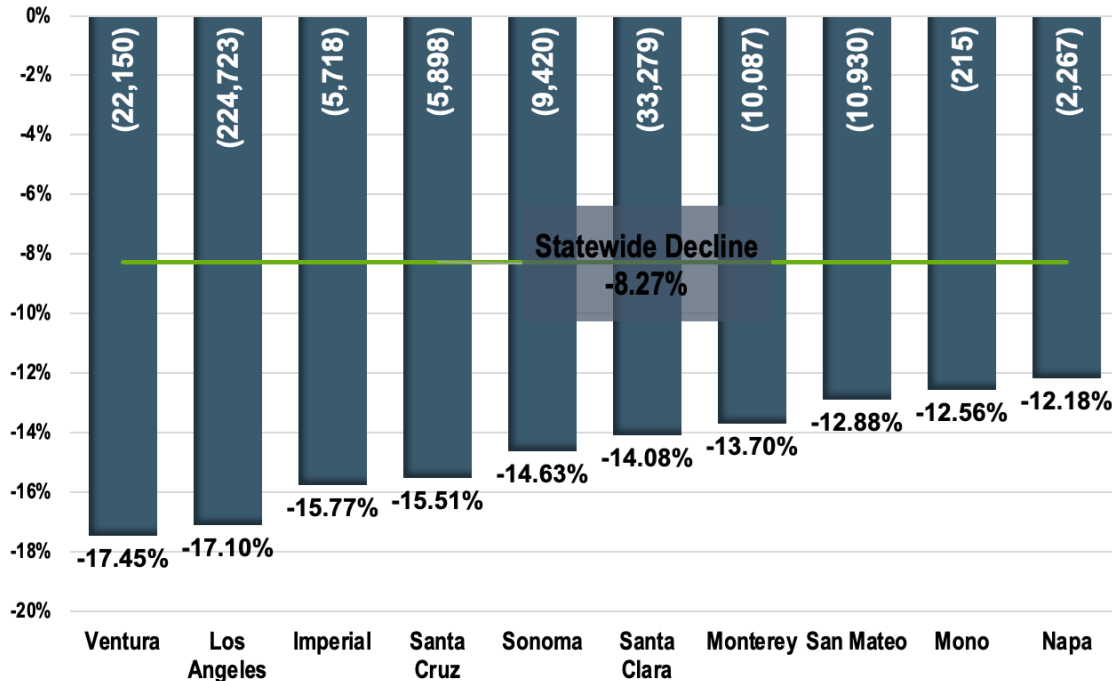
- Minimum wage will increase to \$16.00 on January 2024 and by about 40¢ - 50¢ each January thereafter

Minimum Wage <sup>1</sup>	Effective Date: > 25 Employees	Effective Date: ≤ 25 Employees	Exempt Minimum Salary (Weekly)	Exempt Minimum Salary (Monthly)	Exempt Minimum Salary (Annually)
\$15.50/hour	January 1, 2023		\$1,240	\$5,373	\$64,480
\$16.00/hour	January 1, 2024		\$1,280	\$5,547	\$66,560
\$16.50/hour	January 1, 2025		\$1,320	\$5,720	\$68,640
\$16.90/hour	January 1, 2026		\$1,352	\$5,859	\$70,304
\$17.30/hour	January 1, 2027		\$1,384	\$5,997	\$71,968
\$17.80/hour	January 1, 2028		\$1,424	\$6,171	\$74,048
\$18.30/hour	January 1, 2029		\$1,464	\$6,344	\$76,128

<sup>1</sup>Minimum wage is tied to the U.S. Consumer Price Index for Urban Wage Earners and Clerical Workers, but is rounded and capped at 50¢ per year



# Declining Enrollment Projections 22/23 - 31/32



- Most areas in the state are affected by declining enrollment, but to differing degrees:
- 12 counties are projected to lose 10,000 or more students between 2022-23 and 2031-32
- 18 counties will lose students at a rate faster than the statewide average of 8.27%
- Enrollment trends for each LEA are unique to the community and student populations they serve
- Enrollment trends impact the bottom line—in the current year and the out-years

Source: DOF, CDE



# 2023-24 Multi Year Projection

<i>Includes 3.00 FTE Reduction in 24/25-25/26</i>		<i>8.13% COLA Using SSC</i>						
5/15/2023		2023/24						
		Projected						
		Unrestricted	Restricted	Total				
<b>Revenue</b>								
LCFF Sources		85,285,407	0	85,285,407				
Federal Revenue		0	7,121,026	7,121,026				
State Revenue		1,964,470	7,901,901	9,866,371				
Local Revenue		7,024,738	953,010	7,977,748				
<b>Total Revenue</b>		94,274,615	15,975,937	110,250,552				
<b>Expenditures</b>								
Certificated		32,541,803	9,960,157	42,501,960				
Classified		11,341,482	5,850,764	17,192,246				
Benefits		19,655,858	11,251,410	30,907,268				
Books & Supplies		3,170,116	2,687,712	5,857,828				
Services, Other Ops		8,225,859	7,928,729	16,154,588				
Capital Outlay		154,862	290,859	445,721				
Other Outgo		25,362	0	25,362				
Direct/Indirect Support		(982,525)	982,525	0				
<b>Total Expenditures</b>		74,132,817	38,952,156	113,084,973				
<b>Excess/Deficiency</b>		20,141,798	(22,976,219)	(2,834,421)				
					<b>Other Financing</b>			
					Transfers In	2,500,000	0	2,500,000
					Transfers Out	1,000,000	0	1,000,000
					Contributions To Restr.	(23,052,710)	23,052,710	0
					<b>Transfers/Contributions</b>	(21,552,710)	23,052,710	1,500,000
					<b>Net Inc/Dcr to Fund Balance</b>	(1,410,912)	76,491	(1,334,421)
					<b>Beg Fund Balance</b>	21,401,315	53,578	21,454,893
					<b>Ending Fund Balance</b>	19,990,403	130,069	20,120,472
					Legally Restricted/Designated	83,770	130,069	213,839
					Unrestricted Reserve:			
					Future Employment Costs for 23-24	0		0
					Future Employment Costs for 24-25	2,996,888		2,996,888
					Future Employment Costs for 25-26	3,985,930		3,985,930
					Future Employment Minimum Wage	0		0
					LCFF Supplemental Balance	1,000,000		1,000,000
					Social Emotional Counselors			0
					RTI Math Coordinator-Elem 4.4 FTE			0
					Laptop Replenishment			0
					Hold for Repayment of 62.40 Charter ADA	632,452		632,452
					Education Technology Specialist			0
					Curriculum Master Plan	600,000		600,000
					For Transportation	850,000		850,000
					E-rate (60% District Costs)	500,000		500,000
					For TK Aides 4@7hrs for 22-23 & 8@7hrs for 23-24	372,695		372,695
					Reserve 3% Econ. Uncert.	3,422,549		3,422,549
					Undesignated	5,546,119	0	5,546,119
					% Unrestricted Reserve including 3% Econ. Uncert.			7.86%

# 2024-25 Multi Year Projection

<i>Includes 3.00 FTE Reduction in 24/25-25/26</i>		<i>3.54% COLA Using SSC</i>		
5/15/2023		2024/25		
		Projected		
		Unrestricted	Restricted	Total
<b>Revenue</b>				
LCFF Sources		86,315,032	0	86,315,032
Federal Revenue		0	3,110,948	3,110,948
State Revenue		1,964,470	7,554,565	9,519,035
Local Revenue		6,992,014	953,010	7,945,024
<b>Total Revenue</b>		<b>95,271,516</b>	<b>11,618,523</b>	<b>106,890,039</b>
<b>Expenditures</b>				
Certificated		32,765,385	8,673,391	41,438,776
Classified		11,555,481	4,623,818	16,179,299
Benefits		20,872,088	10,425,222	31,297,310
Books & Supplies		3,170,116	2,630,113	5,800,229
Services, Other Ops		8,414,385	7,915,914	16,330,299
Capital Outlay		154,862	290,859	445,721
Other Outgo		25,362	0	25,362
Direct/Indirect Support		(1,007,579)	1,007,579	0
<b>Total Expenditures</b>		<b>75,950,100</b>	<b>35,566,896</b>	<b>111,516,996</b>
<b>Excess/Deficiency</b>		<b>19,321,416</b>	<b>(23,948,373)</b>	<b>(4,626,957)</b>

<b>Other Financing</b>			
Transfers In	2,500,000	0	2,500,000
Transfers Out	1,000,000	0	1,000,000
Contributions To Restr.	(23,818,304)	23,818,304	0
<b>Transfers/Contributions</b>	<b>(22,318,304)</b>	<b>23,818,304</b>	<b>1,500,000</b>
<b>Net Inc/Dcr to Fund Balance</b>	<b>(2,996,888)</b>	<b>(130,069)</b>	<b>(3,126,957)</b>
<b>Beg Fund Balance</b>	<b>19,990,403</b>	<b>130,069</b>	<b>20,120,472</b>
<b>Ending Fund Balance</b>	<b>16,993,515</b>	<b>0</b>	<b>16,993,515</b>
<b>Legally Restricted/Designated</b>	<b>83,770</b>	<b>0</b>	<b>83,770</b>
<b>Unrestricted Reserve:</b>			
Future Employment Costs for 23-24	0		0
Future Employment Costs for 24-25	0		0
Future Employment Costs for 25-26	3,985,930		3,985,930
Future Employment Minimum Wage	200,000		200,000
LCFF Supplemental Balance	800,000		800,000
Social Emotional Counselors	750,000		750,000
RTI Math Coordinator-Elem 4.4 FTE	670,000		670,000
Laptop Replenishment	125,000		125,000
Hold for Repayment of 62.40 Charter ADA	0		0
Education Technology Specialist	250,000		250,000
Curriculum Master Plan	0		0
For Transportation	0		0
E-rate (60% District Costs)	500,000		500,000
For TK Aides 4@7hrs for 22-23 & 8@7hrs for 23-24	372,695		372,695
Reserve 3% Econ. Uncert.	3,375,510		3,375,510
Undesignated	5,880,610	0	5,880,610
<b>% Unrestricted Reserve including 3% Econ. Uncert.</b>			<b>8.23%</b>



# 2025-26 Multi Year Projection

<i>Includes 3.00 FTE Reduction in 24/25-25/26</i>		<i>3.31% COLA Using SSC</i>		
5/15/2023	2025/26			
	Projected			
	Unrestricted	Restricted	Total	
<b>Revenue</b>				
LCFF Sources	86,581,630	0	86,581,630	
Federal Revenue	0	3,110,948	3,110,948	
State Revenue	1,964,470	7,554,565	9,519,035	
Local Revenue	6,959,453	953,010	7,912,463	
<b>Total Revenue</b>	<b>95,505,553</b>	<b>11,618,523</b>	<b>107,124,076</b>	
<b>Expenditures</b>				
Certificated	32,968,019	8,803,492	41,771,511	
Classified	11,773,759	4,716,294	16,490,053	
Benefits	21,800,706	10,749,377	32,550,083	
Books & Supplies	3,170,116	2,630,111	5,800,227	
Services, Other Ops	8,611,135	7,915,914	16,527,049	
Capital Outlay	154,862	290,859	445,721	
Other Outgo	25,362	0	25,362	
Direct/Indirect Support	(1,033,273)	1,033,273	0	
<b>Total Expenditures</b>	<b>77,470,686</b>	<b>36,139,320</b>	<b>113,610,006</b>	
<b>Excess/Deficiency</b>	<b>18,034,867</b>	<b>(24,520,797)</b>	<b>(6,485,930)</b>	
<b>Other Financing</b>				
Transfers In	2,500,000	0	2,500,000	
Transfers Out	0	0	0	
Contributions To Restr.	(24,520,797)	24,520,797	0	
<b>Transfers/Contributions</b>	<b>(22,020,797)</b>	<b>24,520,797</b>	<b>2,500,000</b>	
<b>Net Inc/Dcr to Fund Balance</b>	<b>(3,985,930)</b>	<b>0</b>	<b>(3,985,930)</b>	
<b>Beg Fund Balance</b>	<b>16,993,515</b>	<b>0</b>	<b>16,993,515</b>	
<b>Ending Fund Balance</b>	<b>13,007,585</b>	<b>0</b>	<b>13,007,585</b>	
<b>Legally Restricted/Designated</b>				
Unrestricted Reserve:	83,770	0	83,770	
Future Employment Costs for 23-24	0	0	0	
Future Employment Costs for 24-25	0	0	0	
Future Employment Costs for 25-26	0	0	0	
Future Employment Minimum Wage	200,000	0	200,000	
LCFF Supplemental Balance	600,000	0	600,000	
Social Emotional Counselors	750,000	0	750,000	
RTI Math Coordinator-Elem 4.4 FTE	670,000	0	670,000	
Laptop Replenishment	125,000	0	125,000	
Hold for Repayment of 62.40 Charter ADA	0	0	0	
Education Technology Specialist	250,000	0	250,000	
Curriculum Master Plan	0	0	0	
For Transportation	0	0	0	
E-rate (60% District Costs)	0	0	0	
For TK Aides 4@7hrs for 22-23 & 8@7hrs for 23-24	372,695	0	372,695	
Reserve 3% Econ. Uncert.	3,408,300	0	3,408,300	
Undesignated	6,547,820	0	6,547,820	
961/2013 Unrestricted Reserve including 3% Econ. Uncert. 8.76%				

# Fund 17 Basic & State Aid Reserve: *Purpose*

(Presented May 10, 2023)

## To prepare for programmatic needs:

- Declining enrollment
- Expiration of one-time funds received during the pandemic
- To support ongoing programs/services implemented during the pandemic

***Simply stated:*** Fund 17 is a tool to track funds that have been committed per board resolution for district future needs



# Resolution #41-21-22 Adopted May 10, 2023

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The Board of Trustees hereby orders the following commitment of funds in accordance with GASB 54:

*And be it further resolved that any amendments or modification to the use of committed funds require approval by formal action of the Board of Trustees*



# Creation of Fund 17 May 10, 2023

- Balances may be ***uncommitted*** by **Board Resolution**
- Reduces the amount of budget carryforward *in general fund*
- Clarifies foresight for SCCS to meet declining enrollment
- Creates budget for services in future years

**Fund 17 approved by Board on May 10, 2023**



# Use of Fund 17

1. **Setting aside a balance** to address revenue shortfall due to declining enrollment and to continue services/programs that were *created by the application of one-time restricted funds*
  
2. **Removing committed funds from rolling over** in the supplies expense for pending services/programs/purchases (*to help keep the budget for coming year an accurate representation of revenue/expense balance*)
  - a. To be used for **Board-committed funds** that will be inappropriate to roll over into following year's expenses



# 2022-23 Funds Committed: \$6,349,159

Future Employment Costs.....	\$627,151	
Future Employment Minimum Wage.....	\$200,000	
Local Control Funding Formula Supplemental Balance.....	\$1,200,000	
Social Worker-Elementary.....	\$150,000	
Technology/Chromebooks.....	\$300,000	
Curriculum Master Plan.....	\$600,000	*Recommend to decommit
Charter Repayment.....	\$632,452	* moved to Fund 17
E-rate.....	\$500,000	
Post Employment Benefits.....	\$1,000,000	* Transferred to Fund 20
Transitional Kindergarten Aides.....	\$289,556	
Transportation.....	\$850,000	

from May 10, 2023



# Funds to be Committed 23-24: \$6,118,878

Future Employment Costs.....	\$422,566	
Future Employment Minimum Wage.....	\$200,000	
Local Control Funding Formula Supplemental Balance.....	\$1,200,000	
Social Emotional Counselors.....	\$750,000	* In ESSER for 23-24
Social Worker–Elementary.....	\$150,000	
Technology/Chromebooks.....	\$300,000	
Curriculum Master Plan.....	\$1,000,000	
E-rate.....	\$500,000	* Recommend move to Fund 17
Post Employment Benefits.....	\$1,000,000	* Transfer to Fund 20 (7/1)
Transitional Kindergarten Aides.....	\$596,312	* Recommend move to Fund 17
<i>lower to \$372, 695</i>		

from May 10, 2023



# Funds *to be* Committed in 2024-25: \$5,696,312

Future Employment Minimum Wage.....	\$200,000	* Recommend move to <b>Fund 17</b> once revenue is received
Local Control Funding Formula Supplemental Balance.....	\$1,200,000	
Social Emotional Counselors.....	\$750,000	
Social Worker–Elementary.....	\$150,000	
Technology/Chromebooks.....	\$300,000	
Curriculum Master Plan.....	\$1,000,000	
E-rate.....	\$500,000	* Recommend to <b>Decommit in 24/25</b>
Post Employment Benefits.....	\$1,000,000	* Recommend move to <b>Fund 20</b> July 1 2024
Transitional Kindergarten Aides.....	\$596,312	

From May 10, 2023



# Additional Commitments *Recommended*

- **Future Employment Costs in 23-24** \$  
6,982,818
- **Future Employment Costs in 24-25** \$  
3,985,930
- **Math RTI - Elementary 4.4 FTE** \$ 670,000
- **Laptop Replenishment** \$ 125,000
- **Social Emotional Counselors** \$ 750,000
- **TK Aides** \$ 370,000
- **Education Technology Specialists** \$ 250,000
- **Long Term Fiscal Solvency** \$ 1,000,000



# Commitments 2022-23

- **Budgeted employment costs** *in 2022-23 budget*
  - Certificated and Classified (minimum wage)
- **Replenished chromebooks** is in ongoing budget
- Funded **post employment benefits**
- **Curriculum Master Plan** is in ongoing budget
- **LCFF Supplemental Balance** updated
- **Social Worker - Elementary** is in budget
- **Charter Repayment** (*ADA from closed charter*) - roll to 2023-24
- **E-rate** - roll to 2023-24
- **Transportation** - roll to 2023-24
- **TK Aides** – *in budget for 2022-23 and increasing for 2023-24*



# Commitments 2023-24 through 24-25

- **Transportation** \$850,000 (roll to Fund 17)
- **ADA** \$632,452 (roll to Fund 17)
- **E Rate** \$500,000 (roll to Fund 17) *\*only for 2 years*
- **Curriculum Master Plan carryover** \$600,000 *(recommended a resolution to put back into general fund as ESSER funds were used to meet this need)*
- **TK Aides** *increased to meet classes*
- **Future Employment Costs** *adjusted \*will adjust every year*
- **LCFF Supplemental Balance** *adjusted*
- **Social Worker** - *in budget (remove from commitment)*
- **Chromebooks** - *in budget (remove from commitment)*
- **Post Employment Benefits** - *transfer in 2023-24*



# Fund 17 2022-23 & 2023-24

- Transportation	\$ 850,000
- ADA	\$ 632,452
- E Rate	\$ 1,000,000
- TK Aides	\$ 372,695
- Long Term Fiscal Solvency	\$ 1,000,000
- Future Employment Costs	\$ 6,982,818
● Total:	\$ 10,837,965



“The time to **repair the roof** is when the sun is shining.”

- John F. Kennedy

**Thank you**  
& *Questions*



# *Santa Cruz City Schools*



Santa Cruz City Elementary District ♦ Santa Cruz City High School  
District

## *Adopted Budget 2023 – 2024*



**June 14, 2023**

# *The District*

*The Santa Cruz City Schools are comprised of an Elementary District (TK-5) and a High School District (6-12) governed by a common Board of Education. The Elementary District draws students from within the city of Santa Cruz. There are five TK-5 schools serving 1,623 TK-5 students. The High School District encompasses much of the northern portion of Santa Cruz County drawing its student population from the communities of: Davenport, Bonny Doon, Scotts Valley, Santa Cruz, Live Oak, Soquel and Capitola. The secondary District includes two middle schools (grades 6-8), three comprehensive high schools, a continuation school, an independent studies program and a K-12 home study program with a combined population of 4,630 students. Delta Charter School (grades 9-12) serves 116 students.*

*The following schools comprise Santa Cruz City Schools:*

## Elementary Schools (TK-5)

- ◆ Bay View Elementary
- ◆ DeLaveaga Elementary
- ◆ Gault Elementary
- ◆ Westlake Elementary

## Middle Schools (6-8)

- ◆ Branciforte Middle School
- ◆ Mission Hill Middle School

## Charter School

- ◆ Delta High School (9-12)

## High Schools (9-12)

- ◆ Harbor High School
- ◆ Santa Cruz High School
- ◆ Soquel High School

## Branciforte Small Schools

- ◆ Monarch (K-5)
- ◆ Alternative Family Education (K-12)
- ◆ Costanoa Continuation High School (10-12)
- ◆ ARK Independent Study (6-12)

Santa Cruz City Schools

2023 – 2024 Budget

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Santa Cruz City Schools  
2023 - 2024 Budget

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## 2023-24 Budget Executive Summary

With the development of the 2023-24 Budget, Santa Cruz City Schools (SCCS) is in the final fiscal year of the Federal and State Elementary and Secondary School Emergency Relief (ESSER) funds that have assisted the District to meet needs during the COVID-19 pandemic. With the remainder of these funds, SCCS continues to implement targeted programs to address students' academic and social-emotional needs. At the same time, Santa Cruz City Schools is preparing for the end of this one-time funding, and exploring ways to maintain some of the essential services that these funds have provided.

This budget reflects the Governor's May Revise. However, at this time, the Governor and Legislature have not come to a final budget agreement. With the April tax deadline for the State of California moved to October, SCCS will update the district budget post adoption as information is received over the summer from Sacramento and when the state adjusts its projections to actual revenues. Local Educational Agencies (LEAs) have been charged with creating budgets that take into account the effects of rising inflation, supply chain challenges, and declining enrollment in addition to the reduction of one-time dollars.

Ultimately, this budget and any future revisions will reflect our commitment to align resources to support the achievement of the District's six strategic goals. The District anticipates significant changes in the adopted budget given the significant variables in what will become the State's actual budget after State tax revenue is clear in the fall.

Santa Cruz City Schools Projected General Fund Budget includes:

<b>Revenues:</b>		<b>% of Revenues</b>
LCFF Base	\$80,458,461	73%
LCFF Supplemental	\$ 4,826,946	04%
Federal Revenue	\$ 7,121,026	07%
State Revenue	\$ 9,866,371	09%
Local Revenue	<u>\$ 7,977,748</u>	<u>07%</u>
Total	\$110,250,552	100%

<b>Expenditures:</b>		<b>% of Expenditures</b>
Certificated Salaries	\$42,501,960	36%
Classified Salaries	\$17,192,246	15%

Employee Benefits	<u>\$30,907,268</u>	<u>27%</u>
<i>Subtotal</i>	<u>\$90,601,474</u>	<u>78%</u>
Books & Supplies	\$ 5,857,828	05%
Services & Other	\$ 16,154,588	14%
Capital Outlay	\$ 445,721	04%
Outer Outgo/Transfers	<u>\$ 25,362</u>	<u>&lt;01%</u>
<i>Subtotal</i>	<u>\$22,483,499</u>	<u>22%</u>
Total:	\$113,084,973	100%

Based on current revenue, Santa Cruz City Schools operates with a structural deficit, as projected expenditures exceed our projected revenues on an annual basis. To fund the budgeted expenditures, the district uses one-time carryover funds (reserves) as well as our remaining one-time COVID funds.

In the 2023-24 fiscal year, the District is projected to meet its minimum reserve requirement for its current year and two subsequent budgets. It is noteworthy that the District continues to benefit from the tremendous support of our community in the form of local funds received through bonds, parcel taxes, grants and donations.

As experienced in approximately 80% of school districts in California, enrollment for both the Elementary and Secondary Districts is projected to decline. With our 2023-24 budget, we project an increase in our Transitional Kindergarten enrollment. We continue to work closely with our demographers to determine how this expanded program will affect the district long term.

The budget also reflects the continued expenditure of Measures A and B resources on facilities modernization and repair during the fiscal year. As we wind down the expenditure of these two measures, Santa Cruz City Schools remain grateful for our community's support of Measures K and L which will allow us to continue the work of improving our physical plans.

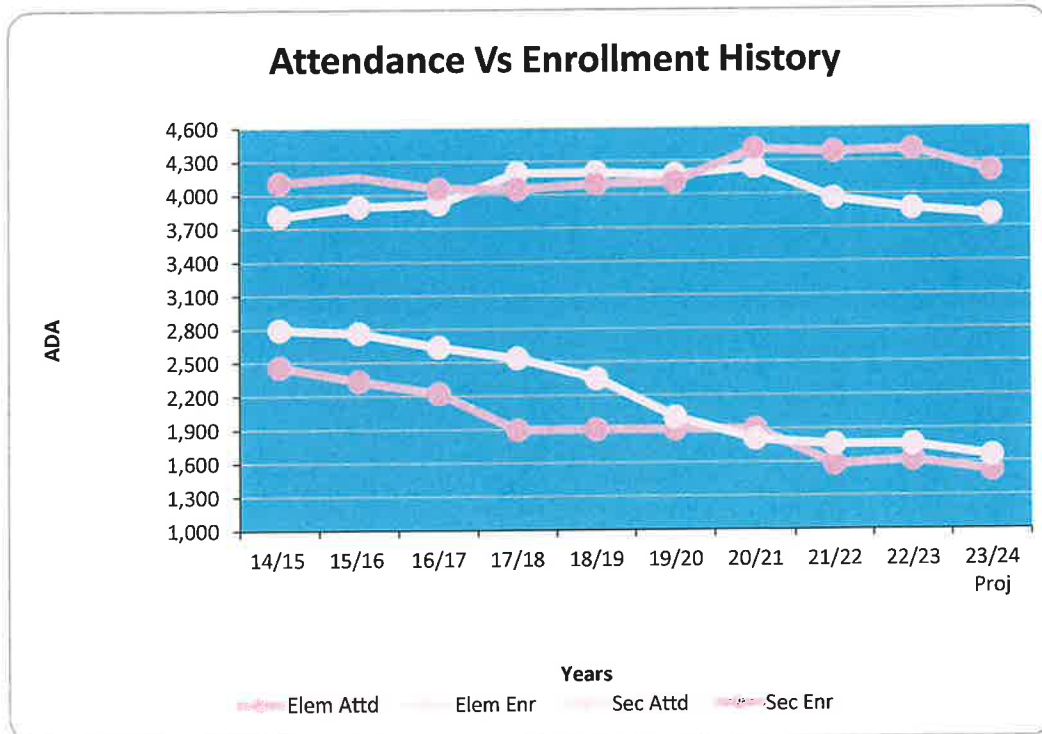
The 2023-24 General Fund budget will be fluid as we incorporate changing information during our interim reporting. Current economic forecasts are projecting a revenue slowdown and potential recession. Despite this forecast, SCCS continues to commit resources to prioritize and allocate people, time and funding in a way that benefits students.

### Attendance VS. Enrollment

For the secondary district, the average daily attendance, or ADA, is critical to the district because it is used as the basis for the district LCFF calculation. Districts are only allowed to calculate ADA from **actual** student attendance. This means the district does not receive funding for any all day absences. The secondary district's enrollment is projected to decline in FY 23/24. This means that the "prior year guarantee" will be used to calculate the revenue limit as it was in previous years. From a financial perspective, ADA for the elementary district is less important since the district is funded as a basic aid district which is based on local property tax collection.

For 2023/24, the elementary district enrollment to ADA ratio is projected to be 92.0% and the secondary ratio is also at 92.0%.

Year	Elementary District				Secondary District			
	Attendance	% Change	Enrollment	% Change	Attendance	% Change	Enrollment	% Change
2011/12	2,605	5.25%	2,735	3.99%	3,931	-1.06%	4,196	-0.73%
2012/13	2,628	0.88%	2,781	1.68%	3,954	0.59%	4,183	-0.31%
2013/14	2,654	1.00%	2,800	0.68%	3,874	-2.02%	4,111	-1.72%
2014/15	2,598	-2.12%	2,795	-0.18%	3,824	-1.29%	4,160	1.19%
2015/16	2,462	-5.23%	2,764	-1.11%	3,811	-0.34%	4,057	-2.48%
2016/17	2,335	-5.16%	2,638	-4.56%	3,895	2.20%	4,050	-0.17%
2017/18	2,221	-4.88%	2,537	-3.83%	3,921	0.67%	4,095	1.11%
2018/19	1,896	-14.63%	2,355	-7.17%	4,196	7.01%	4,112	0.42%
2019/20	1,900	0.21%	2,006	-14.82%	4,179	-0.41%	4,405	7.13%
2020/21	1,900	0.00%	1,810	-9.77%	4,241	1.48%	4,379	-0.59%
2021/22	1,582	-16.73%	1,758	-12.36%	3,962	-5.20%	4,402	-0.07%
2022/23	1,618	-14.83%	1,759	-2.82%	3,870	-8.76%	4,206	-3.95%
2023/24	1,521	-3.88%	1,653	-5.97%	3,812	-3.79%	4,143	-5.88%



## **Budget Terms Defined**

### **LCFF Base**

Base funds for district and school operations are generated by Average Daily Attendance and property taxes. They are utilized to pay for the essential operations of the district. Schools and departments receive necessary and fundamental funding, e.g. facilities, essential staff such as classroom teachers, principals, clerical support and basic supplies and services through Base.

### **LCFF Supplemental**

LCFF Supplemental expenditures go beyond basic costs, funding includes LCFF supplemental formula dollars. These LCFF funds are composed of former "State Categoricals" and "Tier III funds". They supplement Base site and district programs. Like Base, these funds now reside in the general fund. Most of these funds will be allocated by formula to support school site and district programs. They will be monitored by the district and community through the Local Control Accountability Plan. See "Supplemental" below for a description of these funds.

### **Supplemental**

Under LCFF the district receives extra funding for students targeted for extra assistance: English learners (EL), Foster Youth (FY), and low-income students (LI). Supplemental money must be spent on services that support these populations. LCFF supplemental may be conceptualized as what used to be called EIA. These are the proposed supplemental expenditures for 2023/24:

- Advancement Via Individual Determination (AVID)
- Central Office Supports in Curriculum and Instruction for Budget Management and Parent Engagement
- Common Core Standards Instructional Coaches
- Counselors
- Elementary-PBIS (Positive Behavior and Intervention and Support)/Behavior Coaches & Techs
- English Learner Instructional Resource Teachers
- Foster Youth Collaborative
- Newcomer Sections and Supports
- Next Generation Science Standards Coach
- Response to Intervention Coordinators and Program Staffing (Instructional Techs & Learning Assistants)
- School Community Coordinators
- Foster Youth Collaborative
- Newcomer Sections and Supports
- School Community Coordinators
- School Connected / Activities Directors
- SCIL Stipends
- Secondary Reading & Math Intervention Sections
- Secondary Homework Clubs and After School Academic Supports
- Science & Social Studies Coaches
- Site specific programs and services as outlined in Single Plans for Student Achievement
- Social Work Interns
- Social Workers
- Summer School - Credit Recovery

### **Categorical**

Various state categorical programs still exist and still must follow the same rules. They are: ASES, Career Technical Education incentive Grant, Ag Incentive Grant, Classified School Employees Professional Development Block Grant, Low Performing Students Block Grant, Assessments, Child Nutrition, Partnership Academies, Perkins, and Special Education.

Federal categorical programs (Title I, Title II, Title III LEP, Title III Immigrant & Title IV).

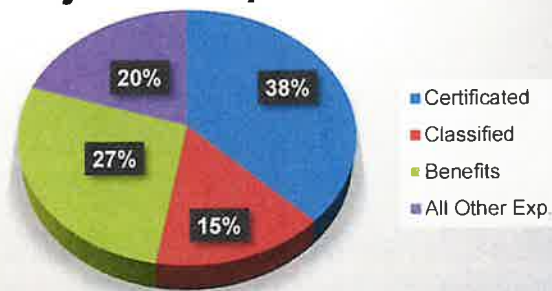
Parcel tax revenues, because they may only be expended as specified in relevant ballot language, reside in the general fund but are essentially categorical dollars.

**2023-2024 Restricted & Unrestricted Budget**

**Summary By Object  
General Fund Only**

	<u>Unrestricted</u>	<u>Restricted</u>	<u>Total</u>
<b>Revenue</b>			
LCFF Sources	85,285,407	0	85,285,407
Federal Revenue	0	7,121,026	7,121,026
State Revenue	1,964,470	7,901,901	9,866,371
Local Revenue	7,024,738	953,010	7,977,748
	<u>94,274,615</u>	<u>15,975,937</u>	<u>110,250,552</u>
<b>Expenditures</b>			
Certificated	32,541,803	9,960,157	42,501,960
Classified	11,341,482	5,850,764	17,192,246
Benefits	19,655,858	11,251,410	30,907,268
Books & Supplies	3,170,116	2,687,712	5,857,828
Services, Other Ops, Outgo	8,406,083	8,219,588	16,625,671
Direct/Indirect Support	(982,525)	982,525	0
	<u>74,132,817</u>	<u>38,952,156</u>	<u>113,084,973</u>
<b>Excess/Deficiency</b>	<b>20,141,798</b>	<b>(22,976,219)</b>	<b>(2,834,421)</b>
<b>Other Financing</b>			
Transfers In:			
from Building Fund RDA	2,500,000		2,500,000
Transfers Out:			
Cafeteria Contribution	0		0
Post Employment Benefits	(1,000,000)		(1,000,000)
Contributions To Restr.:			
Restricted Misc.	(15,268)	15,268	0
Special Education	(19,620,092)	19,620,092	0
Routine Maintenance	(3,417,350)	3,417,350	0
<b>Net Inc/Dcr to Fund Balance</b>	<b>(1,410,912)</b>	<b>76,491</b>	<b>(1,334,421)</b>
<b>Estimated 22/23 Ending Fund Balance</b>	<b>21,401,314</b>	<b>53,578</b>	<b>21,454,892</b>
<b>Projected 23/24 Ending Fund Balance</b>	<b>19,990,402</b>	<b>130,069</b>	<b>20,120,471</b>
Designations	83,770		83,770
Restricted		130,069	130,069
Committed	10,937,965		10,937,965
3% Required Reserve	3,422,549		3,422,549
Undesignated	5,546,118		5,546,118
<b>District's Projected Reserve</b>			<b>7.86%</b>

**2023-24 Unrestricted & Restricted  
Projected Expenditures**

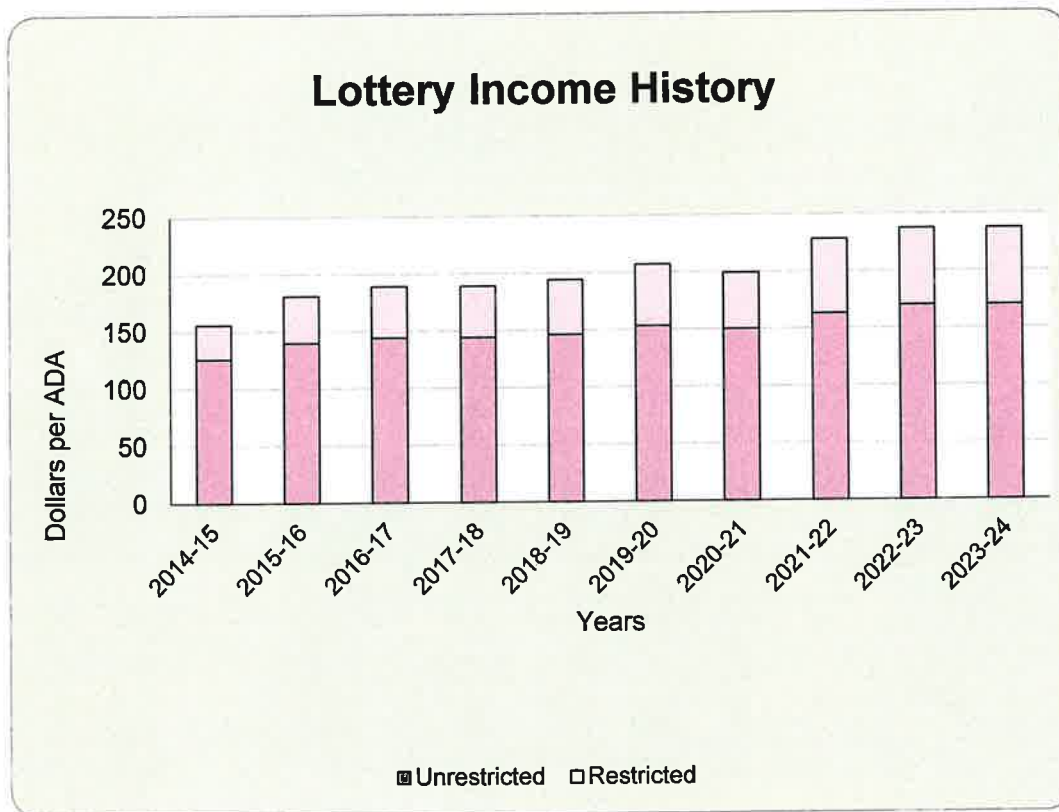


**Lottery Income and its History**

The California State Lottery is projected to yield \$1,357,044, or approximately 1.23%, of the District's income in 2023-24.

Lottery income is not a stable source of income for the District, but instead has ranged from a low of \$77 per ADA in 1991-92 to a high of \$237 ADA in 2022-23. Since the income is not consistent, the expenditures have also varied widely.

Since 1997-98, school districts have been required to use 50% of the growth in Lottery allocations for the purchase of instructional materials. In 2023-24, it is projected that California school districts will receive \$170 per ADA in unrestricted funds and \$67 per ADA in restricted funds for instructional materials purchased.



## Parcel Tax

Santa Cruz City Schools has been very fortunate to have the support of local taxpayers by way of the approval of two parcel tax measures.

### Measure T - \$3,481,534

2023/24 Estimated Revenue

Approved March 2020

Duration: Ongoing

Assessment: \$110 per year per parcel throughout high school district

#### **Funds: Grade 9-12**

>Library and Counseling Service

>Visual and Performing Arts

>Career Technical Education

>After School Athletics

Replaced Measures I & O

### Measure U - \$3,063,346

2023/24 Estimated Revenue

Approved March 2020

Duration: Ongoing

Assessment: \$85 per year per parcel in elementary district

#### **Funds: Grade K-8**

>Library and Counseling Services

>Visual and Performing Arts

>Class Size Reduction

>Science and Engineering Programs

>Afterschool Enrichment and Support

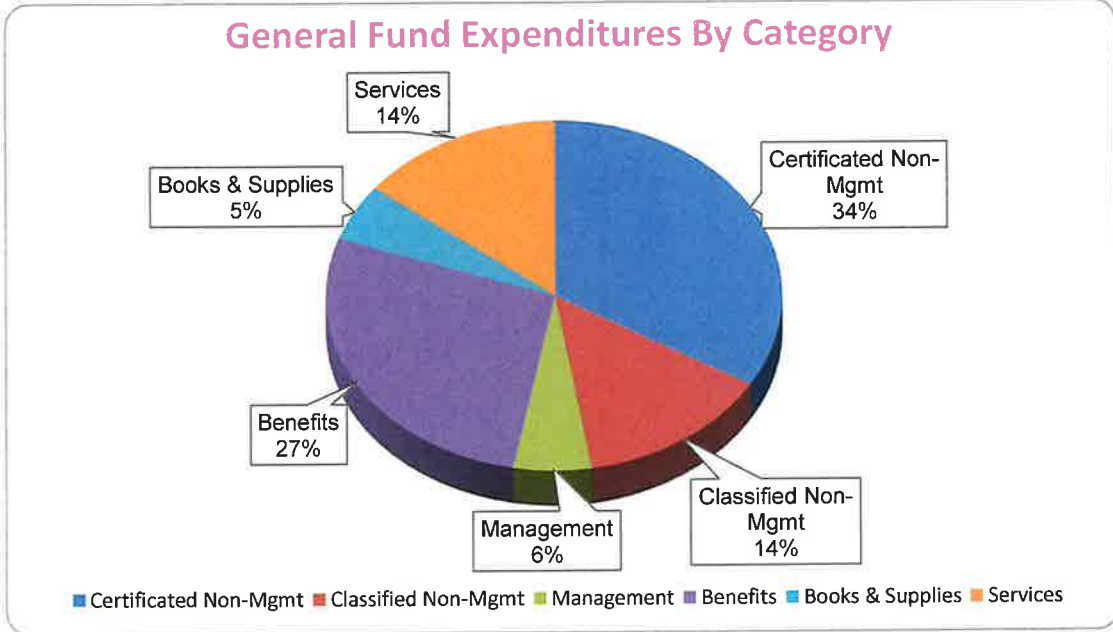
Replaced Measures J & P

Total combined unrestricted, but designated, revenue estimated for 2023/24 is **\$6,544,880**

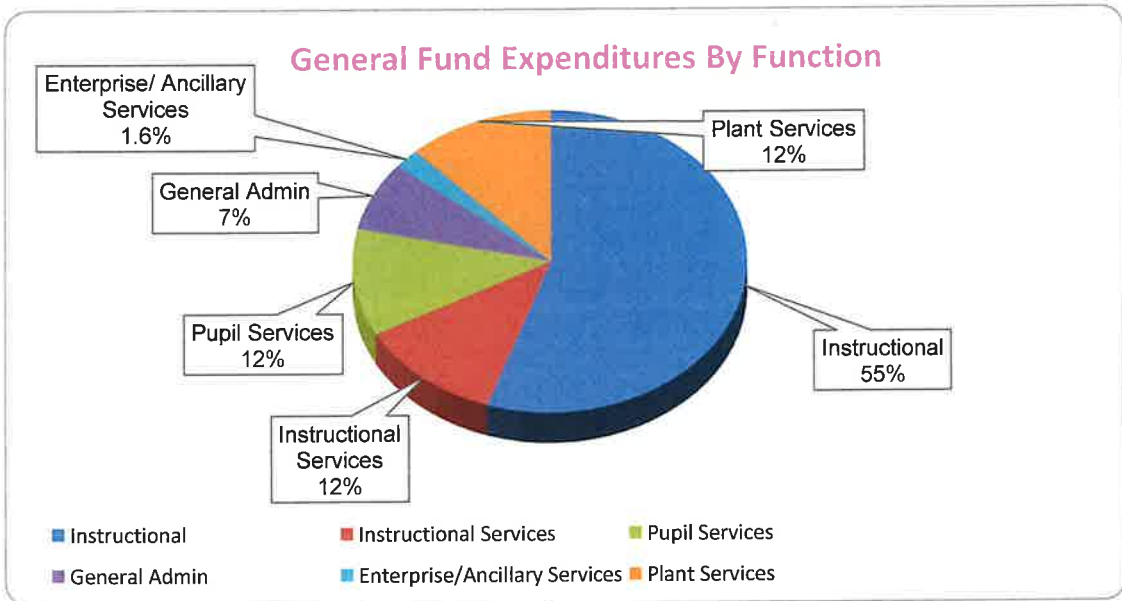


**Expenditures**

Most of the expenditures of the districts are committed to the salaries and benefits for employees. Certificated employees include teachers, counselors, librarians, or others who provide services that require credentials. Classified/confidential employees include all of the support personnel including positions such as instructional aides, administrative assistants, secretaries, bus drivers, custodians, etc. Management employees include principals, assistant principals, directors, supervisors, cabinet members.

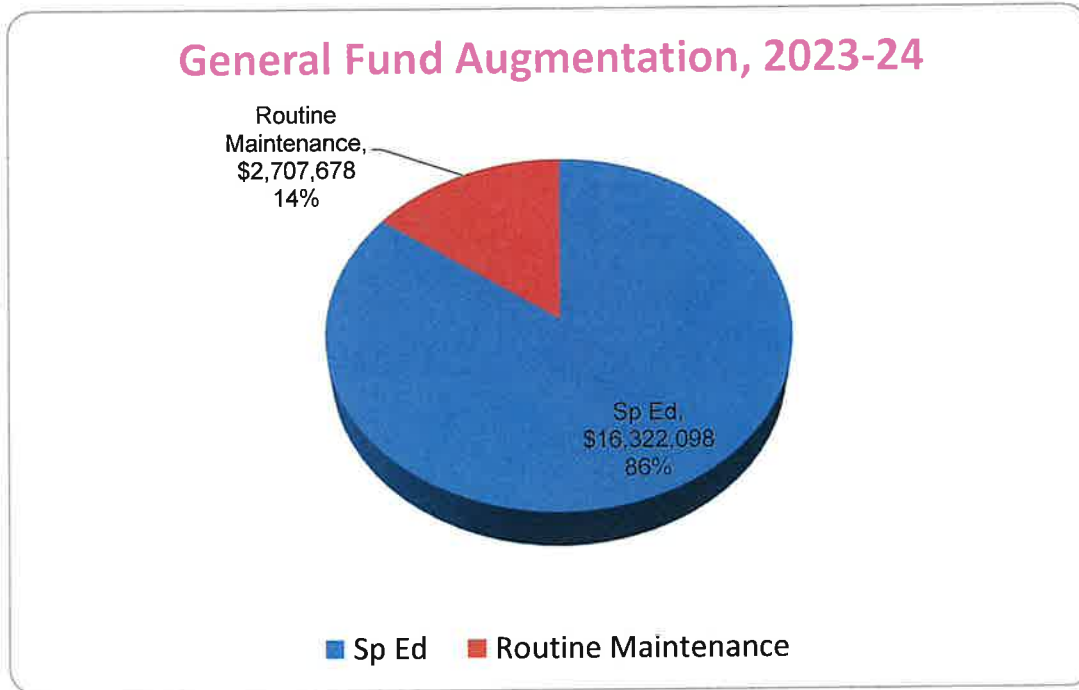


Function codes describe the activities or services performed to accomplish one or more objectives, or the activity for which a service or a material object is acquired. All expenditures must be coded to a function.



**Contributions to Restricted**

Contribution to restricted programs are required when the revenues for a given restricted resource are less than the expenditures necessary to operate the program. Contributions are also made to unrestricted, but designated, programs to ensure their services continue. These contributions to programs are referred to as "Augmentation" at SCCS. Special Education is the largest program that is augmented.



**Interfund Transfer In and Out**

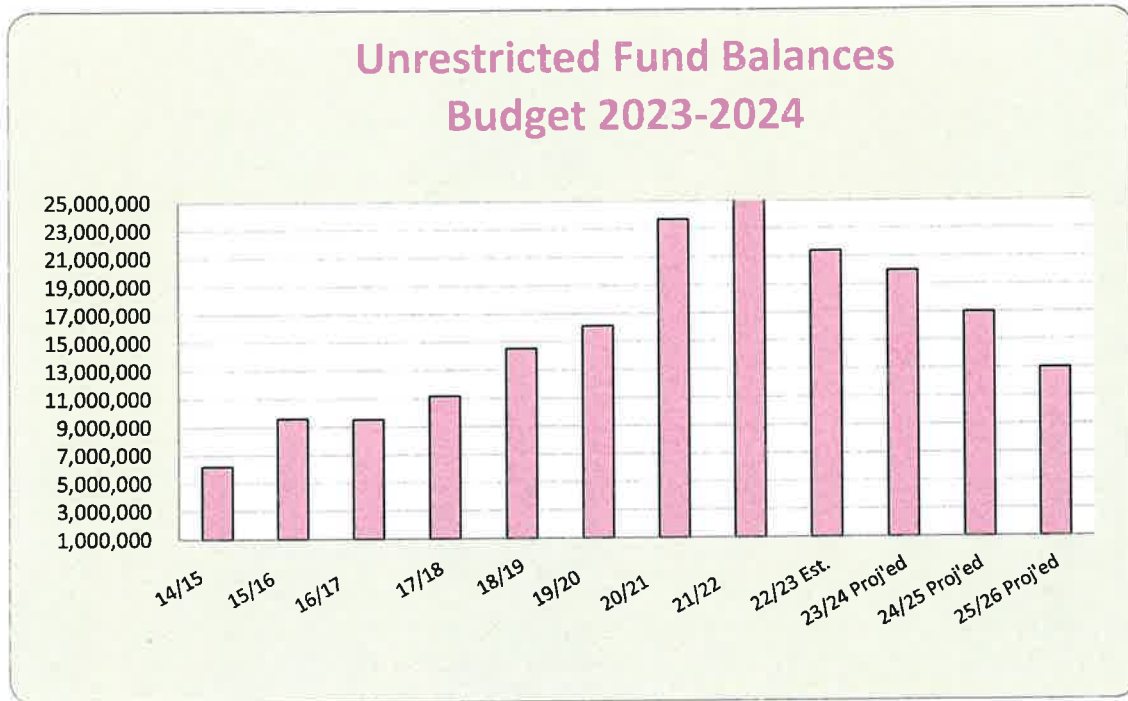
Interfund transfers are made when money is moved between funds to support the activities of a specific fund. Included in the 2023-24 Budget are the following transfers:

<b>Transfers In</b>		
From Building Fund RDA	\$2,500,000	
 <b>Transfer Out</b>		
To Cafeteria Fund	\$0	
Post Employment Benefits	\$1,000,000	

**Unrestricted Ending Fund Balance**

The "unrestricted" Net Ending Balance is the single most watched characteristic of a district's fiscal health. SCCS is required to have a 3% minimum balance available to meet potential emergency needs. Ensuring that adequate balances are available at the end of the year is an important part of district fiscal management.

This chart reflects Santa Cruz City Schools' Unrestricted Ending Balance over a 12 year period. The components of the Fund Balance include the 3% required reserve and any designated amounts reserved for specific purposes.



2005-06 was the first year that the Elementary District was Basic Aid. In 2015-16, the District received \$3,469,656 in One-time Mandated Cost funds. In March 2020 COVID-19 hit the world, in FY 2020-21 the district received it's first round of Learning Loss Mitigation Funds(LLMF) of \$4,905,934, it's second round of LLMF of \$3,657,641 and it's third round of LLMF of \$6,778,643. In FY 2021-22 the district received \$8,196,754 it's fourth round of LLMF, it also received \$3,091,250 in AB130 Education Investment Funding. In FY 2022-23 the district received Arts, Music, and Instructional Materials (AMIM) funds of \$2,647,112 and Learning Recovery Emergency Block Grant (LREBG) of \$5,063,569. In FY 2023-24 the district is projected to received Proposition 28, Arts and Music in Schools (AMS) funds of \$692,162 which is 80% of the projected allocation.

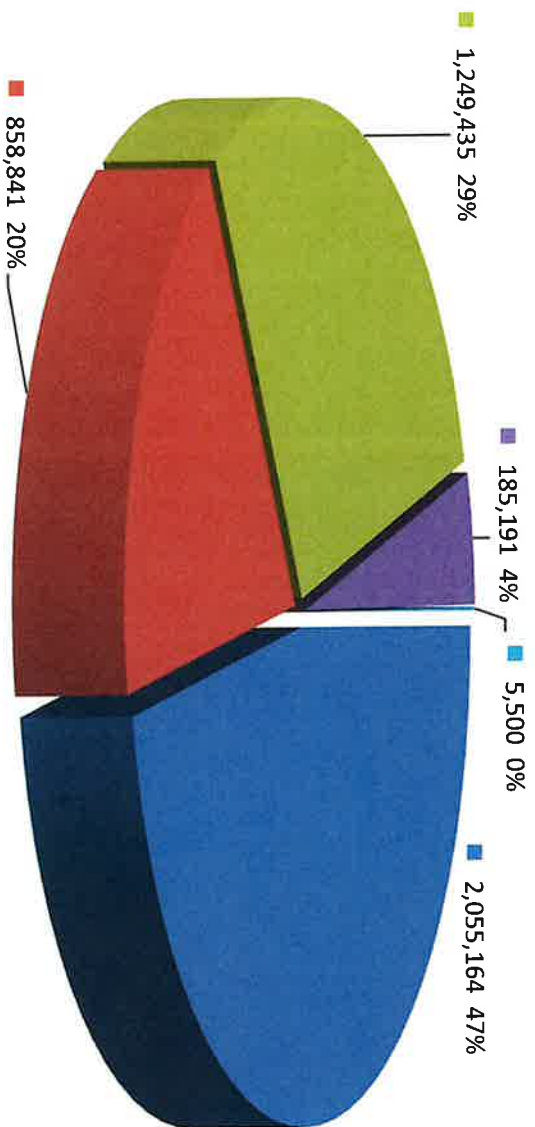
**% of Unrestricted Reserve**

2014/15	9.19%	2020/21	11.98%
2015/16	13.04%	2021/22	16.01%
2016/17	11.99%	2022/23	8.36% Est
2017/18	7.46%	2023/24	7.86% Proj'ed
2018/19	4.66%	2024/25	8.23% Proj'ed
2019/20	9.32%	2025/26	8.76% Proj'ed

Santa Cruz City Schools  
 Bay View Elementary School  
 2023/2024 Budget Projections

	A	B	C	D	E	F	G	H	I	J	K	L
Funding Source	LCFF BASE Unrestricted	LCFF Supplemental	Measure U 0808	Total Unrestricted	Title I (3010) Title II (4035) Title IV (4127)	Restricted Lottery	ASFS	PROP 28	Expanded Learning Opportunity Program	Learning Loss Mitigation Funds	Total Restricted	Total General Fund
Certificated Salaries	1,523,360	92,478	303,289	1,919,127	9,773	-	29,849	133,106	96,415	136,037	2,055,164	
Classified Salaries	438,227	85,669	48,197	572,093	40,208	-	74,768	41,669	38,666	286,748	858,841	
Employee Benefits	855,502	92,588	164,334	1,112,424	7,433	-	33,427	4,100	43,725	137,011	1,249,435	
Books and Supplies	23,400	83,122	5,000	111,522	32,015	11,000	26,349	205	73,669	73,669	185,191	
Services, Other Operating Expenditures					5,500					5,500	5,500	
<b>Total Expenditures</b>	<b>2,840,489</b>	<b>353,857</b>	<b>520,820</b>	<b>3,715,166</b>	<b>94,929</b>	<b>11,000</b>	<b>134,544</b>	<b>40,811</b>	<b>178,875</b>	<b>178,806</b>	<b>638,965</b>	<b>4,354,131</b>
<b>Certificated FTE</b>												
Teachers	16,000	1,000	1,100	18,100	0.100			0.400		1.000	1.500	19,600
Counselors			1,000	1,000						0.000	0.000	1,000
Library Media Teacher			1,000	1,000						0.000	0.000	1,000
Principal	1,000		0.000	1,000						0.000	0.000	1,000
<b>Total Certificated FTE</b>	<b>17,000</b>	<b>1,000</b>	<b>3,100</b>	<b>21,100</b>	<b>0.100</b>	<b>0.000</b>	<b>0.000</b>	<b>0.400</b>	<b>0.000</b>	<b>1.000</b>	<b>1.500</b>	<b>22,600</b>
<b>Classified FTE</b>												
Paraeducator Academic Intervention	0.494			0.494	0.988					1.125	2.113	2,606
Paraeducator	0.875	1.125		2,000						0.000	0.000	2,000
Instructional Specialist - Life Lab			0.500	0.500						0.000	0.000	0,500
Library Media Assistants			0.500	0.500						0.000	0.000	0,500
Program / School Coordinators		0.750		0.750			0.625	0.375		1.000	1,000	1,750
School Administrative Asst IV	1,000			1,000			0.900			0.000	0.000	1,000
After School Program Support				0.000					3.088		3.988	3,988
Attendance Technician	0.438			0.438						0.000	0.000	0,438
Health Office Assistant	0.375			0.375						0.000	0.000	0,375
Custodians	3,000			3,000						0.000	0.000	3,000
Playground Recess Coach	0.375			0.375						0.000	0.000	0,375
Behavior Techs PBIS	1.375	0.375		1,750						0.000	0.000	1,750
Yard Duty Monitors	1,044			1,044						0.000	0.000	1,044
<b>Total Classified FTE</b>	<b>8,975</b>	<b>2,250</b>	<b>1,000</b>	<b>12,225</b>	<b>0.988</b>	<b>0.000</b>	<b>1,525</b>	<b>0.000</b>	<b>3,463</b>	<b>1,125</b>	<b>7,100</b>	<b>19,325</b>
<b>Total FTE</b>	<b>25,975</b>	<b>3,250</b>	<b>4,100</b>	<b>33,325</b>	<b>1,088</b>	<b>0.000</b>	<b>1,525</b>	<b>0,400</b>	<b>3,463</b>	<b>2,125</b>	<b>8,600</b>	<b>41,925</b>

## Bay View Elementary Expenditures 2023/24

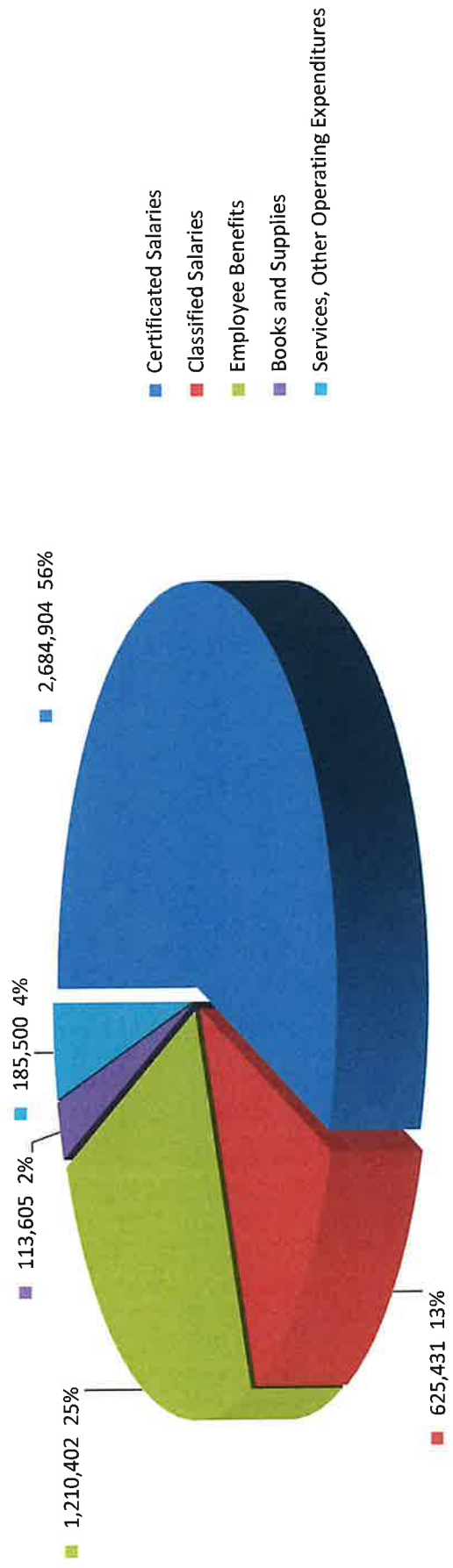


- Certified Salaries
- Classified Salaries
- Employee Benefits
- Books and Supplies
- Services, Other Operating Expenditures

**Santa Cruz City Schools  
DeLaveaga Elementary School  
2023/2024 Budget Projections**

	A	B	C	D	E	F	G	H	I	J	K
Funding Source	LCFF BASE Unrestricted	LCFF Supplemental	Measure U 0808	Total Unrestricted	Title I (3010) Title II (4035) Title IV (4127)	Restricted Lottery	PROP 28	Expanded Learning Opportunity Program	Learning Loss Mitigation Funds	Total Restricted	Total General Fund
<b>Expenditures</b>											
Certificated Salaries	2,121,458	102,150	341,617	2,565,225			35,787		83,892	119,679	2,684,904
Classified Salaries	418,100	106,761	45,126	569,987					55,444	55,444	625,431
Employee Benefits	904,887	80,183	173,014	1,158,084			8,076		44,242	52,318	1,210,402
Books and Supplies	29,615	50,812	5,000	85,427		15,000	9,078	4,100		28,178	113,605
Services, Other Operating Expenditures					5,500			180,000		185,500	185,500
<b>Total Expenditures</b>	<b>3,474,060</b>	<b>339,906</b>	<b>564,757</b>	<b>4,378,723</b>	<b>5,500</b>	<b>15,000</b>	<b>52,941</b>	<b>184,100</b>	<b>183,578</b>	<b>441,119</b>	<b>4,819,842</b>
<b>Certificated FTE</b>											
Teachers	22.000	1.000	1.400	24.400			0.400		1.000	1.400	25.800
Counselors			1.000	1.000							1.000
Library Media Teacher			1.000	1.000							1.000
Principal	1.000		0.000	1.000							1.000
<b>Total Certificated FTE</b>	<b>23.000</b>	<b>1.000</b>	<b>3.400</b>	<b>27.400</b>	<b>0.000</b>	<b>0.000</b>	<b>0.400</b>	<b>0.000</b>	<b>1.000</b>	<b>1.400</b>	<b>28.800</b>
<b>Classified FTE</b>											
Paraeducator Academic Intervention	0.375	1.186		1.561					2.125	2.125	3.686
Paraeducator	0.875	0.375		1.250							1.250
Instructional Specialist - Life Lab			0.500	0.500							0.500
Library Media Assistants			0.500	0.500							0.500
Program / School Coordinators		0.750		0.750					0.250	0.250	1.000
School Administrative Asst IV	1.000			1.000							1.000
After School Program Support				0.000							0.000
Attendance Technician	0.438			0.438							0.438
Health Office Assistant	0.375			0.375							0.375
Custodians	3.000			3.000							3.000
Playground Recess Coach	0.375			0.375							0.375
Behavior Techs PBIS	1.375	0.375		1.750							1.750
Yard Duty Monitors	1.904			1.904							1.904
<b>Total Classified FTE</b>	<b>9.717</b>	<b>2.686</b>	<b>1.000</b>	<b>13.403</b>	<b>0.000</b>	<b>0.000</b>	<b>0.000</b>	<b>0.000</b>	<b>2.375</b>	<b>2.375</b>	<b>15.778</b>
<b>Total FTE</b>	<b>32.717</b>	<b>3.686</b>	<b>4.400</b>	<b>40.803</b>	<b>0.000</b>	<b>0.000</b>	<b>0.400</b>	<b>0.000</b>	<b>3.375</b>	<b>3.775</b>	<b>44.578</b>

# DeLaveaga Elementary Expenditures 2023/24

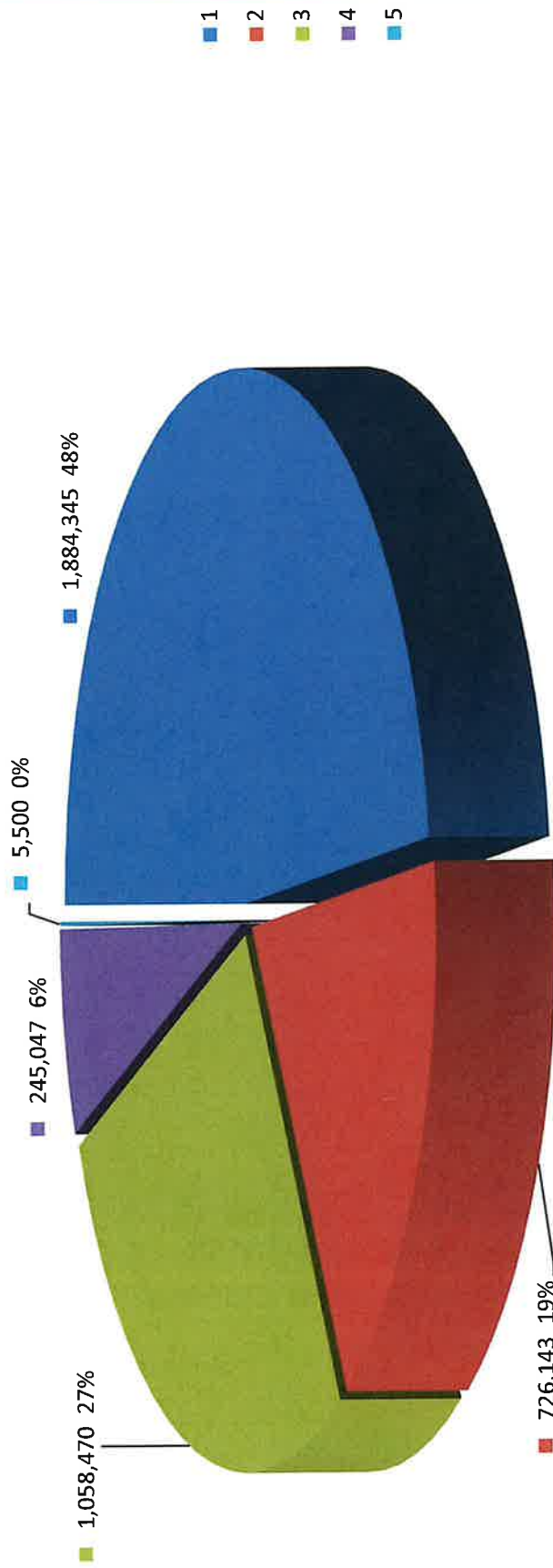


**Santa Cruz City Schools  
Gault Elementary School  
2023/2024 Budget Projections**

Funding Source	A	B	C	D	E	F	G	H	I	J	K	L
Expenditures	LCFF BASE Unrestricted	LCFF Supplemental	Measure U 0808	Total Unrestricted	Title I (3010) Title II (4035) Title IV (4127)	Restricted Lottery	ASES	PROP 28	Expanded Learning Opportunity Program	Learning Loss Mitigation Funds	Total Restricted	Total General Fund
Certificated Salaries	1,310,276	107,012	288,197	1,705,485	43,644			25,552		109,664	178,860	1,884,345
Classified Salaries	344,351	124,170	39,386	507,907	42,929		95,929		37,832	41,546	218,236	726,143
Employee Benefits	721,517	102,208	126,690	950,415	20,526		26,388	5,767	18,876	36,498	108,055	1,058,470
Books and Supplies	23,535	103,582	5,000	132,117	71,198	10,000	18,590	9,042	4,100		112,930	245,047
Services, Other Operating Expenditures				-	5,500						5,500	5,500
<b>Total Expenditures</b>	<b>2,399,679</b>	<b>436,972</b>	<b>459,273</b>	<b>3,295,924</b>	<b>183,797</b>	<b>10,000</b>	<b>140,907</b>	<b>40,361</b>	<b>60,808</b>	<b>187,708</b>	<b>623,581</b>	<b>3,919,505</b>
<b>Certificated FTE</b>	14.0000	1.000	1.000	16.000	0.500			0.400		1.000	1.900	17.900
Teachers	0.0000			1.000							0.000	1.000
Counselors				1.000							0.000	1.000
Library Media Teacher				1.000							0.000	1.000
Principal	1.0000			1.000							0.000	1.000
<b>Total Certificated FTE</b>	<b>15.0000</b>	<b>1.000</b>	<b>3.000</b>	<b>19.000</b>	<b>0.500</b>	<b>0.000</b>	<b>0.000</b>	<b>0.400</b>	<b>0.000</b>	<b>1.000</b>	<b>1.900</b>	<b>20.900</b>
<b>Classified FTE</b>	0.8750	1.125		1.125	1.050					2.125	3.175	4.300
Paraeducator Academic Intervention		0.375		1.250	0.188						0.188	1.438
Paraeducator Instructional Specialist - Life Lab			0.500	0.500							0.000	0.500
Library Media Assistants			0.500	0.500							0.000	0.500
Program/School Coordinator/Social Wk		0.750		0.750			0.625		0.375		1.000	1.750
School Administrative Asst IV	1.0000			1.000							0.000	1.000
After School Program Support				-			1.863		0.488		2.350	2.350
Attendance Technician	0.4375			0.438							0.000	0.438
Health Office Assistant	0.3750			0.375							0.000	0.375
Custodians	2.5000			2.500							0.000	2.500
Playground Recess Coach	0.3750			0.375							0.000	0.375
Behavior Techs PBIS	1.0000			1.750							0.000	1.750
Yard Duty Monitors	0.2750			0.275							0.000	0.275
<b>Total Classified FTE</b>	<b>6.838</b>	<b>3.000</b>	<b>1.000</b>	<b>10.838</b>	<b>1.238</b>	<b>0.000</b>	<b>2.488</b>	<b>0.000</b>	<b>0.863</b>	<b>2.125</b>	<b>6.713</b>	<b>17.550</b>
<b>Total FTE</b>	<b>21.838</b>	<b>4.000</b>	<b>4.000</b>	<b>29.838</b>	<b>1.738</b>	<b>0.000</b>	<b>2.488</b>	<b>0.400</b>	<b>0.863</b>	<b>3.125</b>	<b>8.613</b>	<b>38.450</b>



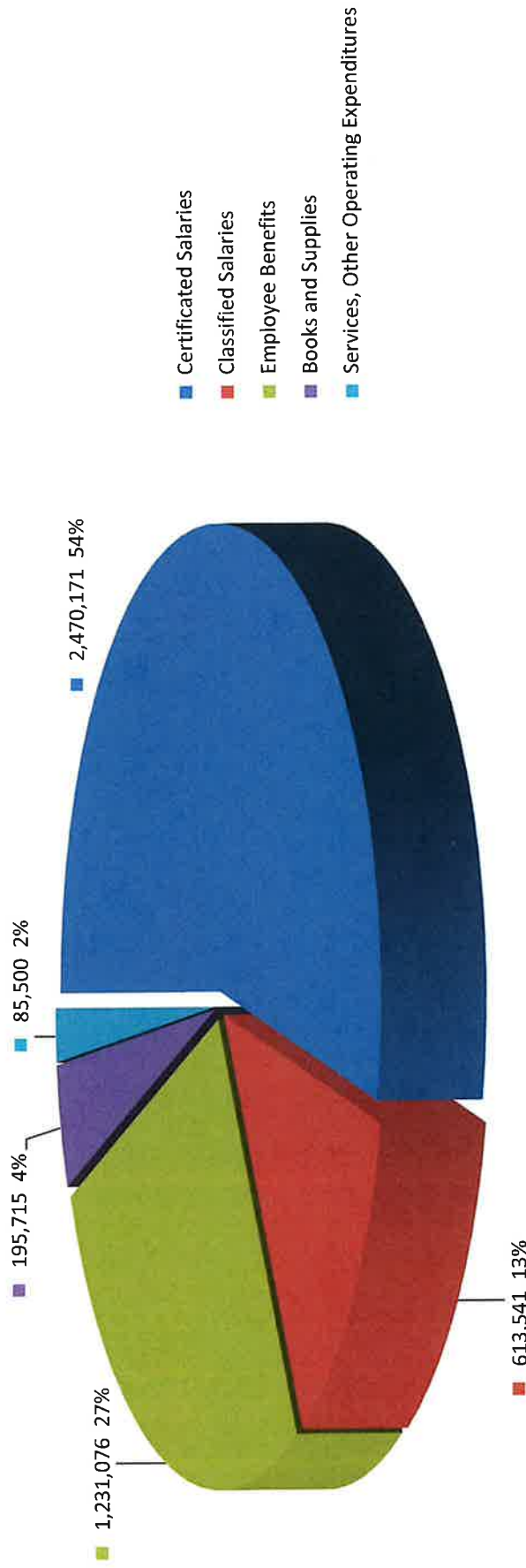
# Gault Elementary Expenditures 2023/24



**Santa Cruz City Schools  
Westlake Elementary School  
2023/2024 Budget Projections**

	A	B	C	D	E	F	G	H	I	J	K
Funding Source	LCFF BASE Unrestricted	LCFF Supplemental	Measure U 0808	Total Unrestricted	Title I (3010) Title II (4035) Title IV (4127)	Restricted Lottery	PROP 28	Expanded Learning Opportunity Program	Learning Loss Mitigation Funds	Total Restricted	Total General Fund
<b>Expenditures</b>											
Certificated Salaries	1,960,963	89,447	291,971	2,342,381			35,787		92,003	127,790	2,470,171
Classified Salaries	436,185	75,665	51,054	562,904				4,882	45,755	50,637	613,541
Employee Benefits	952,256	47,899	171,220	1,171,375			8,076	4,156	47,469	59,701	1,231,076
Books and Supplies	27,310	37,147	5,000	69,457		115,000	7,158	4,100		126,258	195,715
Services, Other Operating Expenditures					5,500			80,000		85,500	85,500
<b>Total Expenditures</b>	<b>3,376,714</b>	<b>250,158</b>	<b>519,245</b>	<b>4,146,117</b>	<b>5,500</b>	<b>115,000</b>	<b>51,021</b>	<b>93,138</b>	<b>185,227</b>	<b>449,886</b>	<b>4,596,003</b>
<b>Certificated FTE</b>											
Teachers	19.0000	0.840	1.300	21.140			0.400		1.000	1.400	22.540
Counselors			1.000	1.000							1.000
Library Media Teacher			1.000	1.000							1.000
Principal	1.0000			1.000							1.000
<b>Total Certificated FTE</b>	<b>20.000</b>	<b>0.840</b>	<b>3.300</b>	<b>24.140</b>			<b>0.400</b>		<b>1.000</b>	<b>1.400</b>	<b>25.540</b>
<b>Classified FTE</b>											
Paraeducator Academic Intervention		1.500		1.500					1.063	1.063	2.563
Paraeducator - TK	0.8750			0.875							0.875
Instructional Specialist - Life Lab			0.500	0.500							0.500
Library Media Assistants			0.500	0.500							0.500
Program / School Coordinators								0.250		0.250	0.500
School Administrative Asst IV	1.0000			1.000							1.000
After School Programs Support											
Office Assistant	1.0000			1.000							1.000
Health Office Assistant	0.3750			0.375							0.375
Custodians	3.0000			3.000							3.000
Playground Recess Coach	0.3750			0.375							0.375
Behavior Techs PBIS	1.3746	0.375		1.750							1.750
Yard Duty Monitors	1.1251			1.125							1.125
<b>Total Classified FTE</b>	<b>9.125</b>	<b>1.875</b>	<b>1.000</b>	<b>12.000</b>				<b>0.250</b>	<b>1.313</b>	<b>1.563</b>	<b>13.562</b>
<b>Total FTE</b>	<b>29.125</b>	<b>2.715</b>	<b>4.300</b>	<b>36.140</b>			<b>0.400</b>	<b>0.250</b>	<b>2.313</b>	<b>2.963</b>	<b>39.102</b>

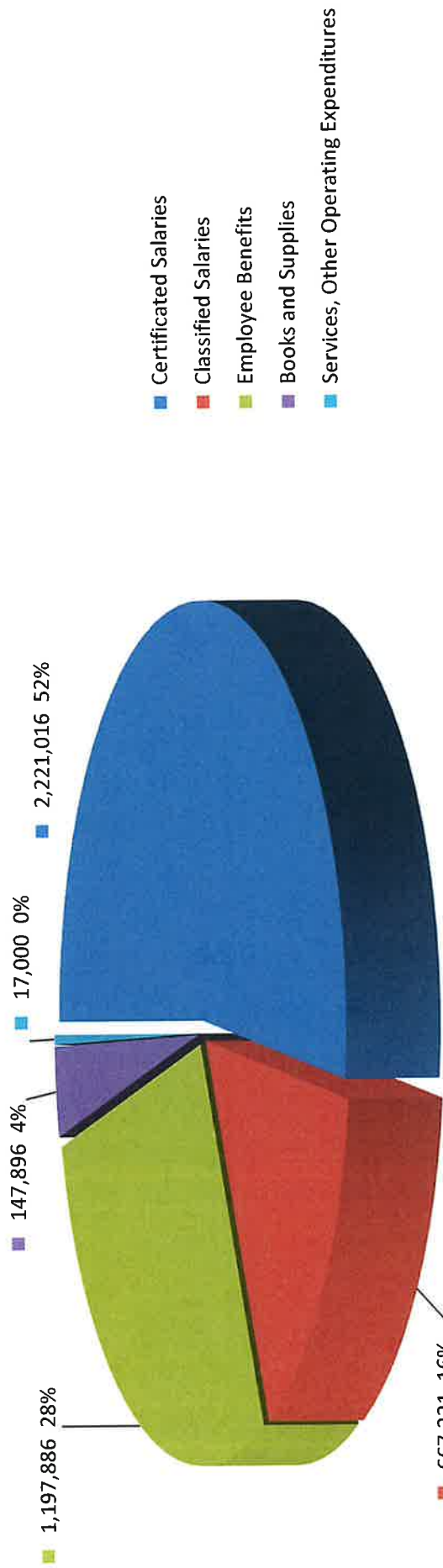
# Westlake Elementary Expenditures 2023/24



**Santa Cruz City Schools  
 Branciforte Middle School  
 2023/2024 Budget Projections**

	A	B	C	D	E	F	G	H	I	J	K
Funding Source	LCFF BASE Unrestricted	LCFF Supplemental	Measure U 0808	Total Unrestricted	Title I (3010) Title II (4035) Title IV (4127)	Restricted Lottery	Career Technical Education Incentive	PROP 28	Learning Loss Mitigation Funds	Total Restricted	Total General Fund
<b>Expenditures</b>											
Certificated Salaries	1,541,256	234,981	296,853	2,073,090	14,456		39,951	32,373	61,146	147,926	2,221,016
Classified Salaries	337,023	66,288	91,396	494,707					172,514	172,514	667,221
Employee Benefits	804,417	102,801	139,614	1,046,832	4,666		14,160	7,305	124,923	151,054	1,197,886
Books and Supplies	33,140	33,051	14,516	80,707	36,266	21,240	400	9,283		67,189	147,896
Services, Other Operating Expenditures			7,000	7,000	10,000					10,000	17,000
<b>Total Expenditures</b>	<b>2,715,836</b>	<b>437,121</b>	<b>549,379</b>	<b>3,702,336</b>	<b>65,388</b>	<b>21,240</b>	<b>54,511</b>	<b>48,961</b>	<b>358,583</b>	<b>548,683</b>	<b>4,251,019</b>
<b>Certificated FTE</b>											
Teachers	18.600	2.200	0.600	21.400	0.200		0.400	0.400	0.600	1.600	23.000
Counselors		0.200	1.200	1.400							1.400
Library Media Teacher			1.000	1.000							1.000
Principal & Assistant Principal	2.000			2.000							2.000
<b>Total Certificated FTE</b>	<b>20.600</b>	<b>2.400</b>	<b>2.800</b>	<b>25.800</b>	<b>0.200</b>		<b>0.400</b>	<b>0.400</b>	<b>0.600</b>	<b>1.600</b>	<b>27.400</b>
<b>Classified FTE</b>											
Paraeducator Academic Intervention					0.475				1.625	2.100	2.100
Paraeducator											
Library Media Assistants			0.875	0.875							0.875
Program / School Coordinators		1.000	0.450	1.450							1.450
School Administrative Asst IV	1.000			1.000							1.000
School Administrative Asst II	0.625			0.625							0.625
After School Program Support		0.500		0.500							0.500
Mental Health Specialist									1.000	1.000	1.000
Attendance Technician	0.500			0.500							0.500
Health Office Assistant	0.375			0.375							0.375
Custodians	3.000			3.000							3.000
Campus Safety Supervisors	1.000			1.000							1.000
<b>Total Classified FTE</b>	<b>6.500</b>	<b>1.500</b>	<b>1.325</b>	<b>9.325</b>	<b>0.475</b>				<b>2.625</b>	<b>3.100</b>	<b>12.425</b>
<b>Total FTE</b>	<b>27.100</b>	<b>3.900</b>	<b>4.125</b>	<b>35.125</b>	<b>0.675</b>		<b>0.400</b>	<b>0.400</b>	<b>3.225</b>	<b>4.700</b>	<b>39.825</b>

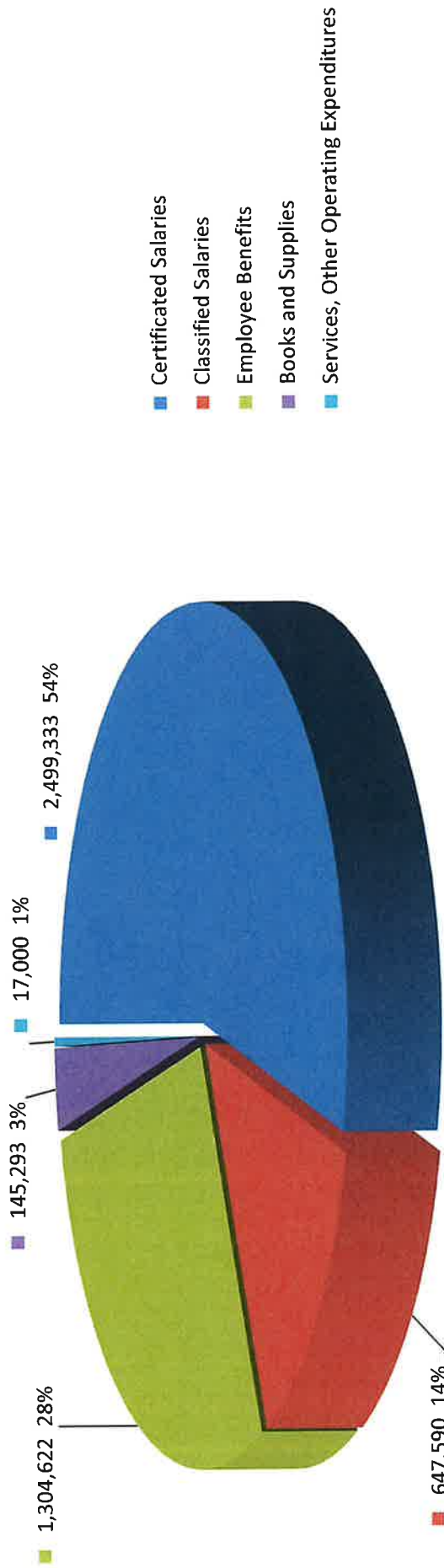
# Branciforte Middle School Expenditures 2023/24



Santa Cruz City Schools  
 Mission Hill Middle School  
 2023/2024 Budget Projections

	A	B	C	D	E	F	G	H	I	J	K
Funding Source	LCFF BASE Unrestricted	LCFF Supplemental	Measure U 0808	Total Unrestricted	Title I (3010) Title II (4035) Title IV (4127)	Restricted Lottery	Career Technical Education Incentive	PROP 28	Learning Loss Mitigation Funds	Total Restricted	Total General Fund
<b>Expenditures</b>											
Certificated Salaries	1,816,900	223,439	326,972	2,367,311			56,965	32,663	42,394	132,022	2,499,333
Classified Salaries	327,360	69,225	71,033	467,618					179,972	179,972	647,590
Employee Benefits	898,056	118,126	125,809	1,141,991			17,541	9,909	135,181	162,631	1,304,622
Books and Supplies	37,137	34,516	22,913	94,566		29,704	600	20,423		50,727	145,293
Services, Other Operating Expenditures			7,000	7,000	10,000					10,000	17,000
<b>Total Expenditures</b>	<b>3,079,453</b>	<b>445,306</b>	<b>553,727</b>	<b>4,078,486</b>	<b>10,000</b>	<b>29,704</b>	<b>75,106</b>	<b>62,995</b>	<b>357,547</b>	<b>535,352</b>	<b>4,613,838</b>
<b>Certificated FTE</b>											
Teachers	19.000	2.400	0.800	22.200			0.600	0.400	0.600	1.600	23.800
Counselors		0.200	1.400	1.600							1.600
Library Media Teacher			1.000	1.000							1.000
Principal & Assistant Principal	2.000			2.000							2.000
<b>Total Certificated FTE</b>	<b>21.000</b>	<b>2.600</b>	<b>3.200</b>	<b>26.800</b>			<b>0.600</b>	<b>0.400</b>	<b>0.600</b>	<b>1.600</b>	<b>28.400</b>
<b>Classified FTE</b>											
Paraeducator Academic Intervention Paraeducator									1.000	1.000	1.000
Library Media Assistants			0.875	0.875					1.000	1.000	1.000
Program / School Coordinators		0.850	0.250	1.100							0.875
School Administrative Asst IV	1.000			1.000							1.000
School Administrative Asst II	0.750			0.750					0.250	0.250	0.750
After School Program Support		0.850		0.850					1.000	1.000	1.000
Mental Health Specialist											0.503
Attendance Technician	0.503			0.503							0.375
Health Office Assistant				0.375							0.375
Custodians	3.000			3.000							3.000
Campus Safety Supervisors	1.000			1.000							1.000
<b>Total Classified FTE</b>	<b>6.628</b>	<b>1.700</b>	<b>1.125</b>	<b>9.453</b>			<b>0.600</b>	<b>0.400</b>	<b>3.250</b>	<b>3.250</b>	<b>12.703</b>
<b>Total FTE</b>	<b>27.628</b>	<b>4.300</b>	<b>4.325</b>	<b>36.253</b>				<b>0.400</b>	<b>3.850</b>	<b>4.850</b>	<b>41.103</b>

# Mission Hill Middle School Expenditures 2023/24

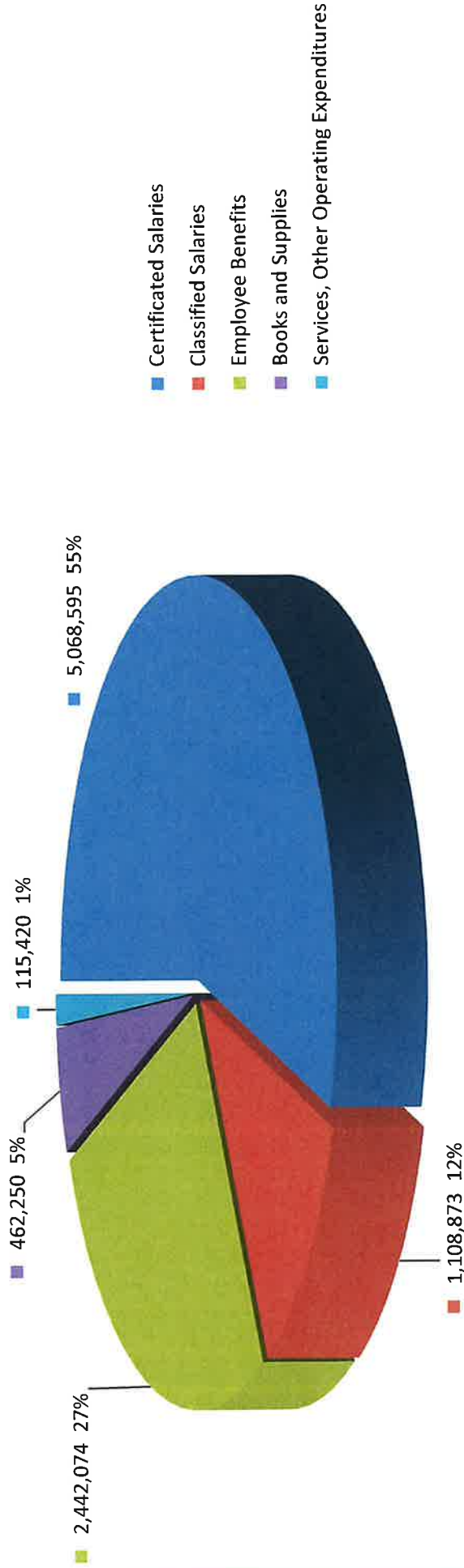


Santa Cruz City Schools  
 Harbor High School  
 2023/24 Budget Projections

	A	B	C	D	E	F	G	H	I	J	K
Funding Source	LCFF Base Unrestricted	LCFF Supplemental	Parcel Tax Measure T	Total Unrestricted	Title I (3010) Title II (4035) Title IV (4127)	Restricted Lottery	Career Technical Education & Perkins	PROP 28	Learning Loss Mitigation Funds	Total Restricted	Total LCFF Base
<b>Expenditures</b>											
Certificated Salaries	3,655,064	349,447	700,630	4,705,141	29,496		14,168	88,952	230,838	363,454	5,068,595
Classified Salaries	601,564	46,737	311,617	959,918					148,955	148,955	1,108,873
Employee Benefits	1,717,912	158,592	361,548	2,238,052	7,556		3,193	26,287	166,986	204,022	2,442,074
Books and Supplies	79,523	116,909	81,930	278,362	97,080	55,859	27,219	3,730		183,888	462,250
Services, Other Operating Expenditures	20,150	27,270	55,000	102,420	13,000					13,000	115,420
Capital Outlay											
<b>Total Expenditures</b>	<b>6,074,213</b>	<b>698,955</b>	<b>1,510,725</b>	<b>8,283,893</b>	<b>147,132</b>	<b>55,859</b>	<b>44,580</b>	<b>118,969</b>	<b>546,779</b>	<b>913,319</b>	<b>9,197,212</b>
<b>Certificated FTE</b>											
Teachers	36.000	3.600	4.400	44.000	0.400		0.200	1.200	2.200	4.000	48.000
Counselors			3.000	3.000						0.000	3.000
Library Media Teacher			1.000	1.000						0.000	1.000
Principal & Assistant Principals	3.000			3.000						0.000	3.000
<b>Total Certificated FTE</b>	<b>39.000</b>	<b>3.600</b>	<b>8.400</b>	<b>51.000</b>	<b>0.400</b>	<b>0.000</b>	<b>0.200</b>	<b>1.200</b>	<b>2.200</b>	<b>4.000</b>	<b>55.000</b>
<b>Classified FTE</b>											
Theater Technician			0.150	0.150						0.000	0.150
Athletic Trainer			1.000	1.000						0.000	1.000
Paraeducators Academic Intervention Program / School Coordinators		1.000		1.000	0.450				1.000	0.450	0.450
Mental Health Specialist									1.000	0.000	1.000
Counseling Secretary			1.000	1.000						0.000	1.000
Library Media Assistant			0.438	0.438						0.000	0.438
Textbook Media Assistant			0.438	0.438						0.000	0.438
School Administrative Asst II	0.750			0.750						0.000	0.750
School Administrative Asst III	1.000			1.000						0.000	1.000
School Administrative Asst IV	1.000			1.000						0.000	1.000
Site Accounting Technician				0.625						0.000	0.625
Attendance Technician	1.000			1.000						0.000	1.000
Health Office Assistant	0.375			0.375						0.000	0.375
Custodians	4.900			4.900						0.000	4.900
Campus Safety Supervisors	2.000			2.000						0.000	2.000
<b>Total Classified FTE</b>	<b>11.650</b>	<b>1.000</b>	<b>3.025</b>	<b>15.675</b>	<b>0.450</b>	<b>0.000</b>	<b>0.000</b>	<b>0.000</b>	<b>2.000</b>	<b>0.450</b>	<b>16.125</b>
<b>Total FTE</b>	<b>50.650</b>	<b>4.600</b>	<b>11.425</b>	<b>66.675</b>	<b>0.850</b>	<b>0.000</b>	<b>0.200</b>	<b>1.200</b>	<b>4.200</b>	<b>4.450</b>	<b>71.125</b>



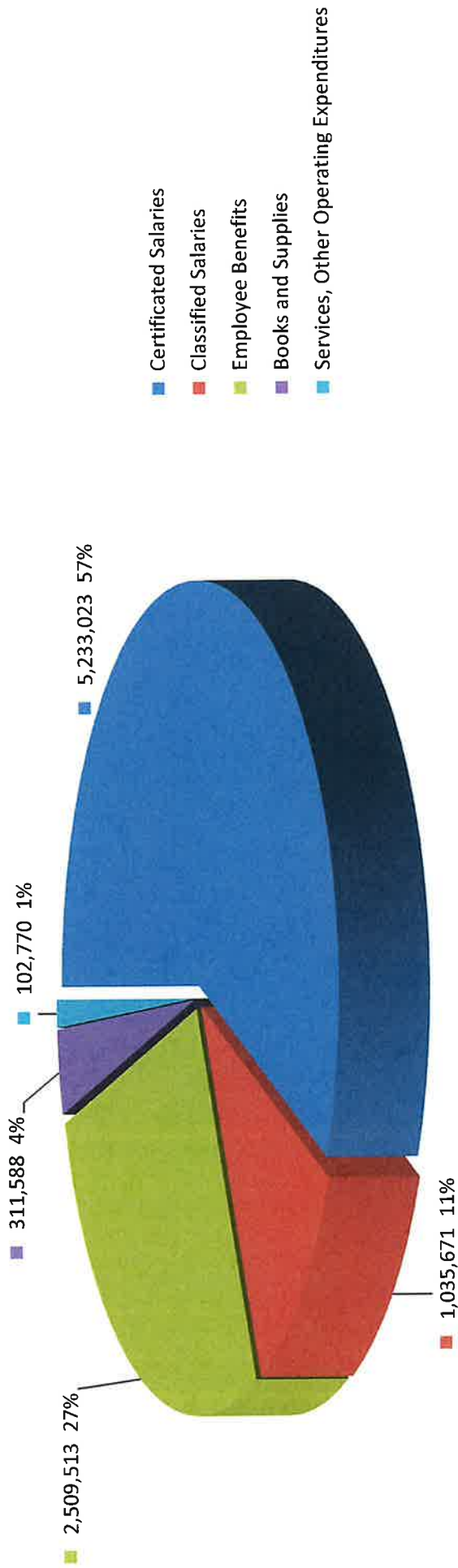
# Harbor High School Expenditures 2023/24



Santa Cruz City Schools  
 Santa Cruz High School  
 2023/24 Budget Projections

Funding Source	A	B	C	D	E	F	G	H	I	J	K
	LCFF Base Unrestricted	LCFF Supplemental	Parcel Tax Measure T	Total Unrestricted	Title I (3010) Title II (4035) Title IV (4127)	Restricted Lottery	Career Technical Education & Perkins	PROP 28	Learning Loss Mitigation Funds	Total Restricted	Total LCFF Base
<b>Expenditures</b>											
Certificated Salaries	3,918,496	238,821	691,280	4,848,597			55,491	74,852	254,083	384,426	5,233,023
Classified Salaries	585,958	43,118	281,505	910,581					125,090	125,090	1,035,671
Employee Benefits	1,798,628	121,219	379,511	2,299,358			12,507	22,799	174,849	210,155	2,509,513
Books and Supplies	89,950	31,171	83,600	204,721		59,626	23,051	24,190		106,867	311,588
Services, Other Operating Expenditures	7,500	27,270	55,000	89,770	13,000					13,000	102,770
Capital Outlay											
<b>Total Expenditures</b>	<b>6,400,532</b>	<b>461,599</b>	<b>1,490,896</b>	<b>8,353,027</b>	<b>13,000</b>	<b>59,626</b>	<b>91,049</b>	<b>121,841</b>	<b>554,022</b>	<b>839,538</b>	<b>9,192,565</b>
<b>Certificated FTE</b>											
Teachers	39.670	2.520	3.000	45.190			0.740	0.740	1.400	2.880	48.070
Counselors			3.000	3.000						0.000	3.000
Library Media Teacher			1.000	1.000						0.000	1.000
Principal & Assistant Principals	3.000			3.000						0.000	3.000
<b>Total Certificated FTE</b>	<b>42.670</b>	<b>2.520</b>	<b>7.000</b>	<b>52.190</b>	<b>0.000</b>	<b>0.000</b>	<b>0.740</b>	<b>0.740</b>	<b>1.400</b>	<b>2.880</b>	<b>55.070</b>
<b>Classified FTE</b>											
Theater Technician				0.000						0.000	0.000
Athletic Trainer			1.000	1.000					0.813	0.000	1.000
Paraeducators Academic Intervention Program / School Coordinators		1.000		1.000					1.000	0.000	1.000
Mental Health Specialist										0.000	0.000
Counseling Secretary			1.000	1.000						0.000	1.000
Library Media Assistant			0.438	0.438						0.000	0.438
Textbook Media Assistant			0.438	0.438						0.000	0.438
School Administrative Asst II	0.750			0.750						0.000	0.750
School Administrative Asst III	1.000			1.000						0.000	1.000
School Administrative Asst IV	1.000			1.000						0.000	1.000
Site Accounting Technician	0.625			0.625						0.000	0.625
Attendance Technician	1.000			1.000						0.000	1.000
Health Office Assistant	0.375			0.375						0.000	0.375
Custodians	4.900			4.900						0.000	4.900
Campus Safety Supervisors	2.000			2.000						0.000	2.000
<b>Total Classified FTE</b>	<b>11.650</b>	<b>1.000</b>	<b>2.875</b>	<b>15.525</b>	<b>0.000</b>	<b>0.000</b>	<b>0.000</b>	<b>0.000</b>	<b>1.813</b>	<b>0.000</b>	<b>15.525</b>
<b>Total FTE</b>	<b>54.320</b>	<b>3.520</b>	<b>9.875</b>	<b>67.715</b>	<b>0.000</b>	<b>0.000</b>	<b>0.740</b>	<b>0.740</b>	<b>3.213</b>	<b>2.880</b>	<b>70.595</b>

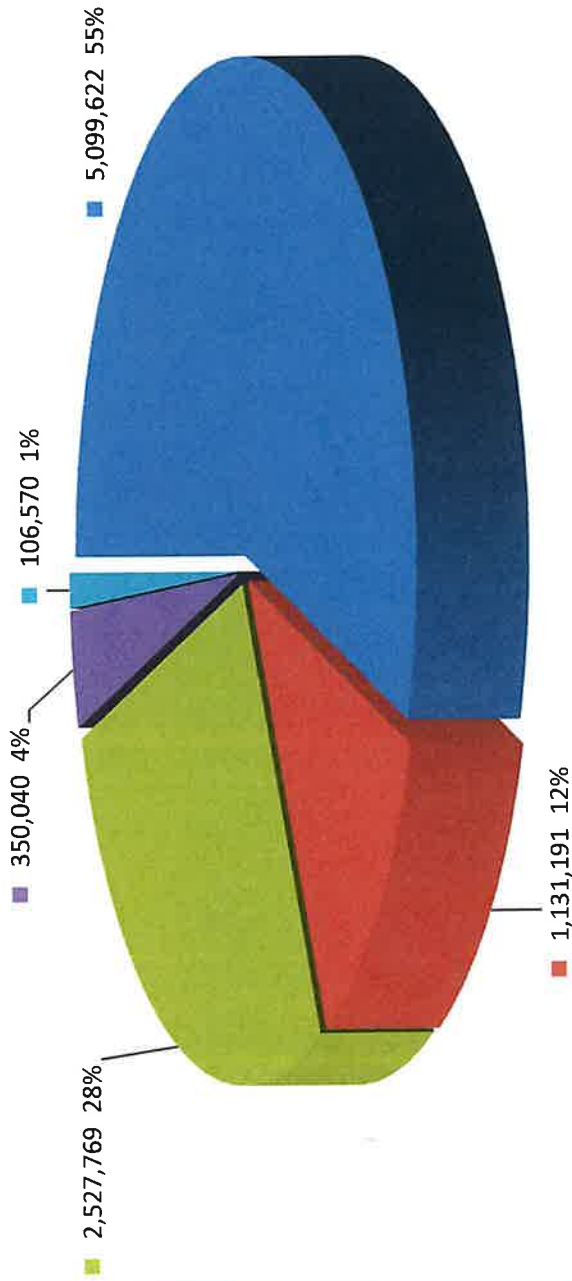
# Santa Cruz High School Expenditures 2023/24



Santa Cruz City Schools  
 Soquel High School  
 2023/24 Budget Projections

	A	B	C	D	E	F	G	H	I	J	K
Funding Source	LCFF Base Unrestricted	LCFF Supplemental	Parcel Tax Measure T	Total Unrestricted	Title I (3010) Title II (4035) Title IV (4127)	Restricted Lottery	Technical Education, Strong Workforce & Perkins	PROP 28	Learning Loss Mitigation Funds	Total Restricted	Total LCFF Base
<b>Expenditures</b>											
Certificated Salaries	3,768,893	257,269	846,278	4,872,440			59,260	40,817	127,105	227,182	5,099,622
Classified Salaries	607,039	64,354	296,100	967,493			22,833		140,865	163,698	1,131,191
Employee Benefits	1,786,804	136,161	435,855	2,358,820			22,296	15,158	131,495	168,949	2,527,769
Books and Supplies	78,765	10,000	93,100	181,865		53,183	63,598	51,394		168,175	350,040
Services, Other Operating Expenditures	7,500	27,270	58,800	93,570	13,000					13,000	106,570
Capital Outlay			4,000	4,000							4,000
<b>Total Expenditures</b>	<b>6,249,001</b>	<b>495,054</b>	<b>1,734,133</b>	<b>8,478,188</b>	<b>13,000</b>	<b>53,183</b>	<b>167,987</b>	<b>107,369</b>	<b>399,465</b>	<b>741,004</b>	<b>9,219,192</b>
<b>Certificated FTE</b>											
Teachers	36.400	2.200	4.400	43.000			0.400	0.600	1.400	2.400	45.400
Counselors		0.600	3.100	3.700						0.000	3.700
Library Media Teacher			1.000	1.000						0.000	1.000
Principal & Assistant Principals	3.000			3.000						0.000	3.000
<b>Total Certificated FTE</b>	<b>39.400</b>	<b>2.800</b>	<b>8.500</b>	<b>50.700</b>	<b>0.000</b>	<b>0.000</b>	<b>0.400</b>	<b>0.600</b>	<b>1.400</b>	<b>2.400</b>	<b>53.100</b>
<b>Classified FTE</b>											
Theater Technician			0.275	0.275						0.000	0.275
Athletic Trainer			1.000	1.000						0.000	1.000
Paraeducators Academic Intervention Program / School Coordinators		0.438		1.000			0.400		1.000	0.000	0.000
Mental Health Specialist		1.000		1.000						0.400	1.400
Counseling Secretary										0.000	0.000
Library Media Assistant			0.438	0.438						0.000	0.438
Textbook Media Assistant		1.000	0.400	1.400						0.000	0.400
School Administrative Asst II	0.750			0.750						0.000	0.750
School Administrative Asst III	1.000			1.000						0.000	1.000
School Administrative Asst IV	1.000			1.000						0.000	1.000
Site Accounting Technician	0.625			0.625						0.000	0.625
Attendance Technician	1.000			1.000						0.000	1.000
Health Office Assistant	0.813			0.813						0.000	0.813
Custodians	4.400			4.400						0.000	4.400
Campus Safety Supervisors	2.000			2.000						0.000	2.000
<b>Total Classified FTE</b>	<b>11.588</b>	<b>1.438</b>	<b>3.113</b>	<b>15.700</b>	<b>0.000</b>	<b>0.000</b>	<b>0.400</b>	<b>0.000</b>	<b>2.000</b>	<b>0.400</b>	<b>16.100</b>
<b>Total FTE</b>	<b>50.988</b>	<b>4.238</b>	<b>11.613</b>	<b>66.400</b>	<b>0.000</b>	<b>0.000</b>	<b>0.800</b>	<b>0.600</b>	<b>3.400</b>	<b>2.800</b>	<b>69.200</b>

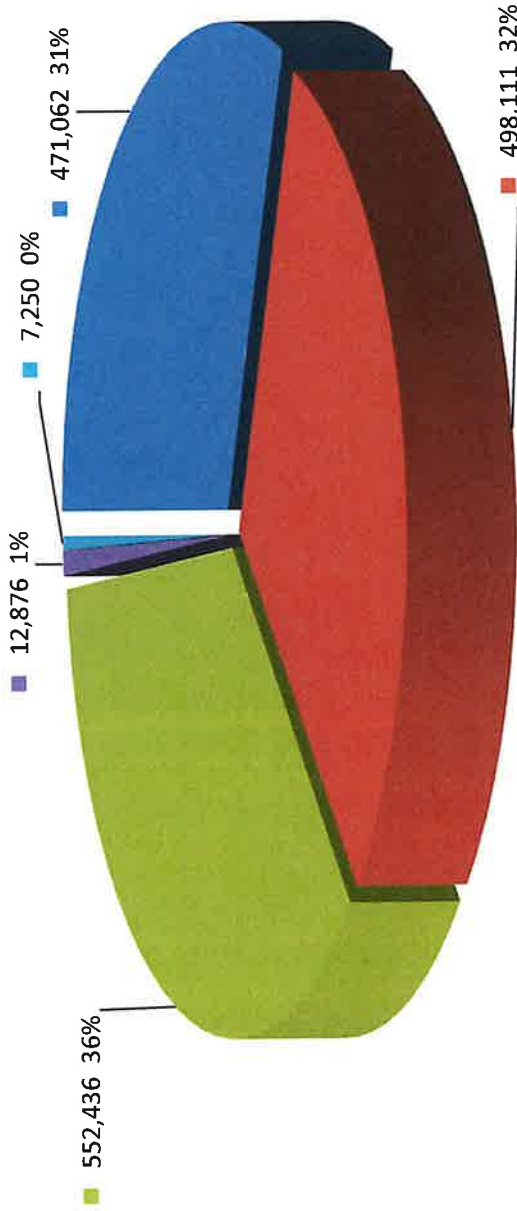
# Soquel High School Expenditures 2023/24



Santa Cruz City Schools  
 Small Schools Central  
 2023/2024 Budget Projections

Funding Source	A	B	C	D	E	F	G	H
	LCFF BASE Unrestricted	LCFF Supplemental	Measure U 0808	Total Unrestricted	Title I (3010) Title II (4035) Title IV (4127)	Learning Loss Mitigation Funds	Total Restricted	Total General Fund
<b>Expenditures</b>								
Certificated Salaries	344,347	5,000	121,715	471,062			-	471,062
Classified Salaries	345,663	36,665	28,127	410,455		87,656	87,656	498,111
Employee Benefits	392,740	51,666	44,728	489,134		63,302	63,302	552,436
Books and Supplies	7,476		5,400	12,876			-	12,876
Services, Other Operating Expenditures	250		5,000	5,250	2,000		2,000	7,250
<b>Total Expenditures</b>	<b>1,090,476</b>	<b>93,331</b>	<b>204,970</b>	<b>1,388,777</b>	<b>2,000</b>	<b>150,958</b>	<b>152,958</b>	<b>1,541,735</b>
<b>Certificated FTE</b>								
Teachers			0.500	0.500			-	0.500
Counselors	0.300		0.700	1.000		-	-	1.000
Library Media Teacher				-	-	-	-	-
Principal & Assistant Principal	2.000			2.000		-	-	2.000
<b>Total Certificated FTE</b>	<b>2.300</b>	<b>-</b>	<b>1.200</b>	<b>3.500</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3.500</b>
<b>Classified FTE</b>								
Paraeducator Academic Intervention				-			-	-
Paraeducator				-			-	-
Library Media Assistants			0.438	0.438			-	0.438
Program / School Coordinators	1.000	1.000		1.000			-	1.000
School Administrative Asst IV	1.000			1.000			-	1.000
School Administrative Asst II	1.000			1.000			-	1.000
After School Program Support				-			-	-
Mental Health Specialist				-		1.000	1.000	1.000
Attendance Technician	0.750			0.750			-	0.750
Health Office Assistant	0.250			0.250			-	0.250
Custodians	2.450			2.450			-	2.450
Campus Safety Supervisors	1.000			1.000			-	1.000
<b>Total Classified FTE</b>	<b>6.450</b>	<b>1.000</b>	<b>0.438</b>	<b>7.888</b>	<b>-</b>	<b>1.000</b>	<b>1.000</b>	<b>8.888</b>
<b>Total FTE</b>	<b>8.750</b>	<b>1.000</b>	<b>1.638</b>	<b>11.388</b>	<b>-</b>	<b>1.000</b>	<b>1.000</b>	<b>12.388</b>

# Small School Central Expenditures 2023/24



- Certificated Salaries
- Classified Salaries
- Employee Benefits
- Books and Supplies
- Services, Other Operating Expenditures

Santa Cruz City Schools

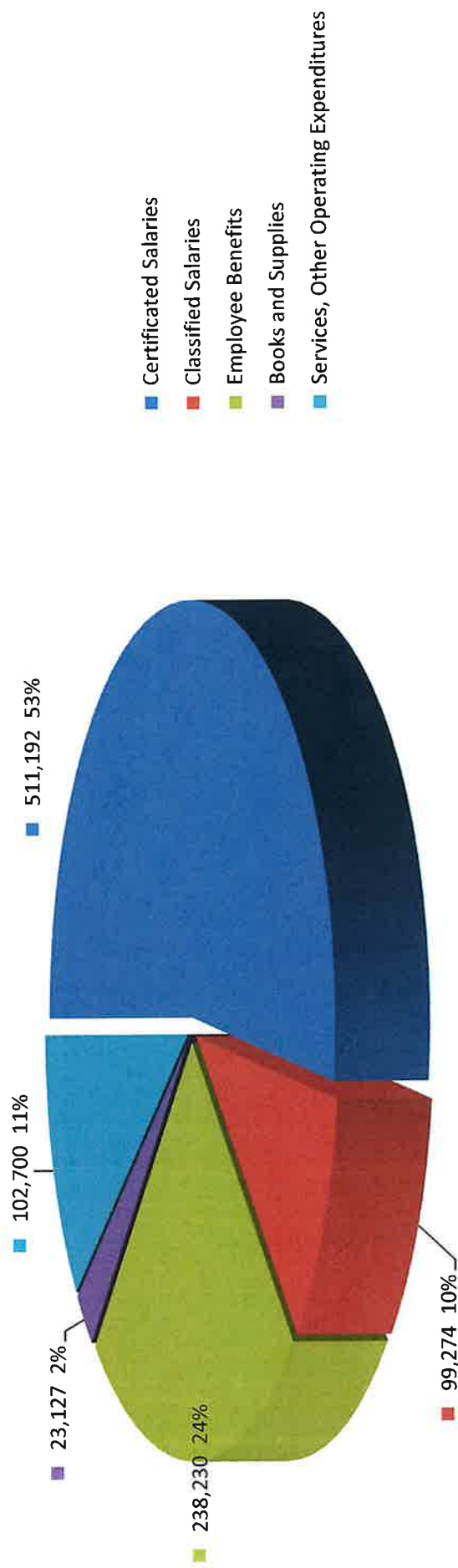
MONARCH

2023/2024 Budget Projections

	A	B	C	D	E	F	G	H	I	J	K
Funding Source	LCFF BASE Unrestricted	LCFF Supplemental	Measure U 0808	Total Unrestricted	Title I (3010) Title II (4035) Title IV (4127)	Restricted Lottery	Expanded Learning Opportunity Program	PROP 28	Learning Loss Mitigation Funds	Total Restricted	Total General Fund
<b>Expenditures</b>											
Certificated Salaries	469,440		9,600	479,040					32,152	32,152	511,192
Classified Salaries	27,507	49,310	5,000	81,817					17,457	17,457	99,274
Employee Benefits	204,198	8,757	2,651	215,606					22,624	22,624	238,230
Books and Supplies	4,210			4,210		4,000	2,050	12,867		18,917	23,127
Services, Other Operating Expenditures					2,700		100,000			102,700	102,700
<b>Total Expenditures</b>	<b>705,355</b>	<b>58,067</b>	<b>17,251</b>	<b>780,673</b>	<b>2,700</b>	<b>4,000</b>	<b>102,050</b>	<b>12,867</b>	<b>72,233</b>	<b>193,850</b>	<b>974,523</b>
<b>Certificated FTE</b>											
Teachers	5.000		0.200	5.200					0.400	0.400	5.600
Counselors	0.400			0.400							0.400
Library Media Teacher											
Principal & Assistant Principal											
<b>Total Certificated FTE</b>	<b>5.400</b>	<b>-</b>	<b>0.200</b>	<b>5.600</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.400</b>	<b>0.400</b>	<b>6.000</b>
<b>Classified FTE</b>											
Paraeducator Academic Intervention											0.750
Paraeducator	0.750	0.375		0.375					0.375	0.375	1.213
Library Media Assistants		0.463		0.463							
Program / School Coordinators											
School Administrative Asst IV											
School Administrative Asst II											
After School Program Support		0.463		0.463							0.463
Mental Health Specialist											
Attendance Technician											
Health Office Assistant											
Custodians											
Campus Safety Supervisors											
<b>Total Classified FTE</b>	<b>0.750</b>	<b>1.300</b>	<b>-</b>	<b>2.050</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.375</b>	<b>0.375</b>	<b>2.425</b>
<b>Total FTE</b>	<b>6.150</b>	<b>1.300</b>	<b>0.200</b>	<b>7.650</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.775</b>	<b>0.775</b>	<b>8.425</b>



# Monarch School Expenditures 2023/24



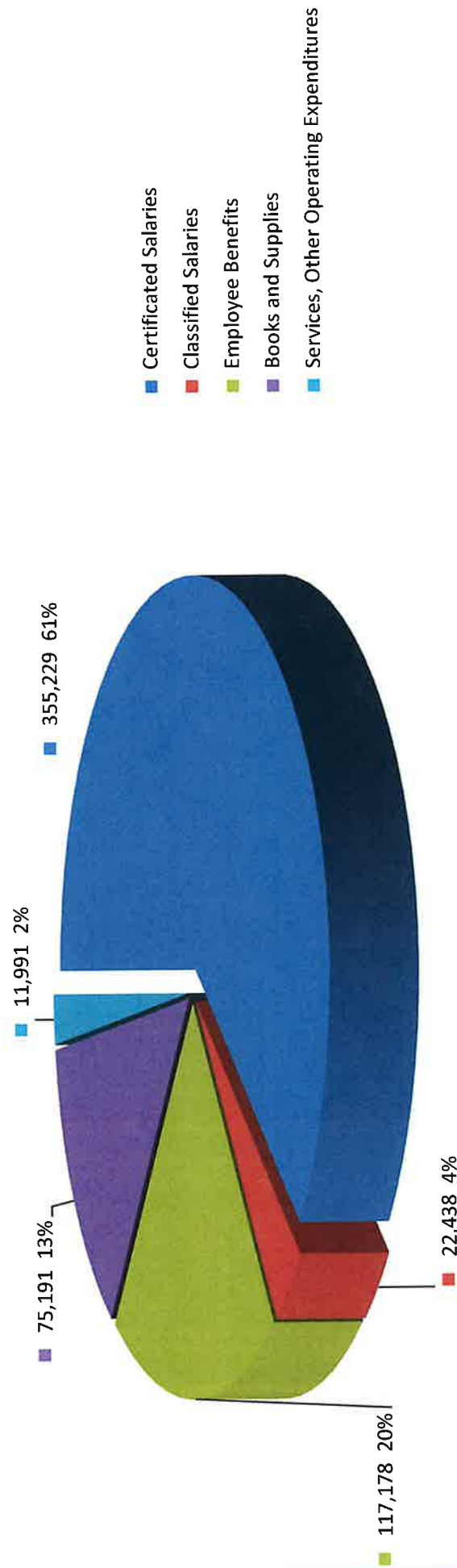
Santa Cruz City Schools

COSTANOA

2023/2024 Budget Projections

	A	B	C	D	E	F	G	H	I	J	K
Funding Source	LCFF BASE Unrestricted	LCFF Supplemental	Measure U 0808	Total Unrestricted	Title I (3010) Title II (4035) Title IV (4127)	Restricted Lottery	Career Technical Education Incentive	PROP 28	Learning Loss Mitigation Funds	Total Restricted	Total General Fund
<b>Expenditures</b>											
Certificated Salaries	265,822	10,185	38,850	314,857			24,372		16,000	40,372	355,229
Classified Salaries	22,438			22,438						-	22,438
Employee Benefits	89,531	5,130	13,414	108,075			5,492		3,611	9,103	117,178
Books and Supplies	5,270	33,240	2,800	41,310	19,864	3,549	400	10,068		33,881	75,191
Services, Other Operating Expenditures		11,991		11,991						-	11,991
<b>Total Expenditures</b>	<b>383,061</b>	<b>60,546</b>	<b>55,064</b>	<b>498,671</b>	<b>19,864</b>	<b>3,549</b>	<b>30,264</b>	<b>10,068</b>	<b>19,611</b>	<b>83,356</b>	<b>582,027</b>
<b>Certificated FTE</b>											
Teachers	3.000	0.100	0.600	3.700			0.400			0.400	4.100
Counselors											
Library Media Teacher											
Principal & Assistant Principal											
<b>Total Certificated FTE</b>	<b>3.000</b>	<b>0.100</b>	<b>0.600</b>	<b>3.700</b>	<b>-</b>	<b>-</b>	<b>0.400</b>	<b>-</b>	<b>-</b>	<b>0.400</b>	<b>4.100</b>
<b>Classified FTE</b>											
Paraeducator Academic Intervention											
Paraeducator	0.488			0.488							0.488
Library Media Assistants											
Program / School Coordinators											
School Administrative Asst IV											
School Administrative Asst II											
After School Program Support											
Mental Health Specialist											
Attendance Technician											
Health Office Assistant											
Custodians											
Campus Safety Supervisors											
<b>Total Classified FTE</b>	<b>0.488</b>	<b>-</b>	<b>-</b>	<b>0.488</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.488</b>
<b>Total FTE</b>	<b>3.488</b>	<b>0.100</b>	<b>0.600</b>	<b>4.188</b>	<b>-</b>	<b>-</b>	<b>0.400</b>	<b>-</b>	<b>-</b>	<b>0.400</b>	<b>4.588</b>

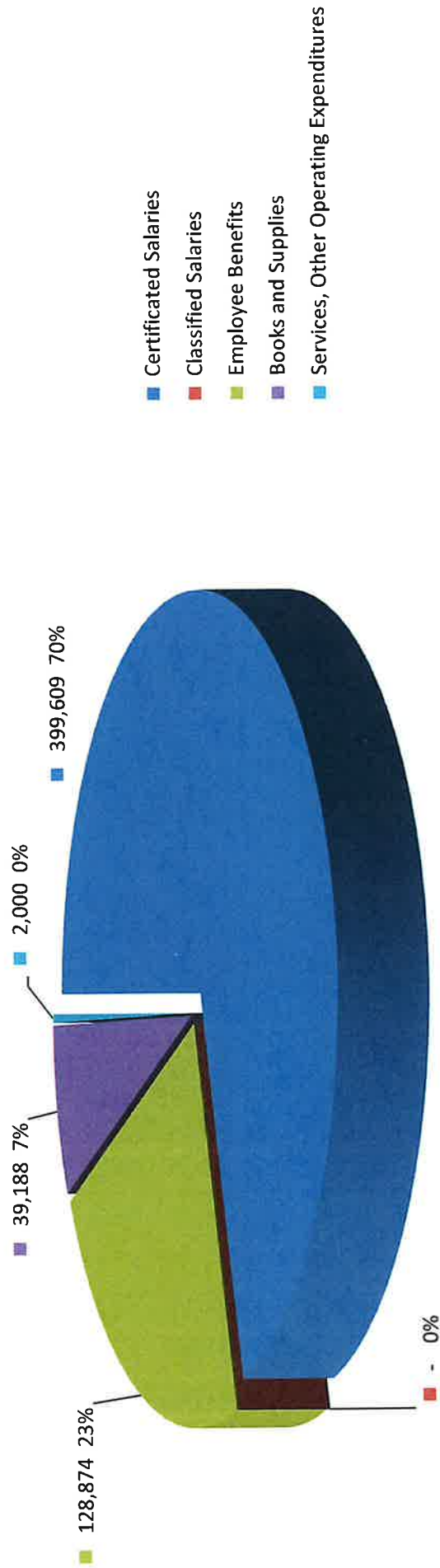
# Costanoa School Expenditures 2023/24



**Santa Cruz City Schools  
 ARK Independent Study School  
 2023/2024 Budget Projections**

	A	B	C	D	E	F	G	H	I	J	K
Funding Source	11	LCFF Supplemental	Measure U 0808	Total Unrestricted	Title I (3010) Title II (4035) Title IV (4127)	Restricted Lottery	Career Technical Education Incentive	PROP 28	Learning Loss Mitigation Funds	Total Restricted	Total General Fund
<b>Expenditures</b>											
Certificated Salaries	333,887	45,576	20,146	399,609						-	399,609
Classified Salaries	119,747	1,581	7,546	128,874						-	128,874
Employee Benefits	3,605	15,249		18,854	7,674	2,566		10,094		20,334	39,188
Books and Supplies					2,000					2,000	2,000
Services, Other Operating Expenditures											
<b>Total Expenditures</b>	<b>457,239</b>	<b>62,406</b>	<b>27,692</b>	<b>547,337</b>	<b>9,674</b>	<b>2,566</b>	-	<b>10,094</b>	-	<b>22,334</b>	<b>569,671</b>
<b>Certificated FTE</b>											
Teachers	3.400	0.400		3.800						-	3.800
Counselors			0.200	0.200						-	0.200
Library Media Teacher										-	
Principal & Assistant Principal										-	
<b>Total Certificated FTE</b>	<b>3.400</b>	<b>0.400</b>	<b>0.200</b>	<b>4.000</b>	-	-	-	-	-	-	<b>4.000</b>
<b>Classified FTE</b>											
Paraeducator Academic Intervention											
Paraeducator											
Library Media Assistants											
Program / School Coordinators											
School Administrative Asst IV											
School Administrative Asst II											
After School Program Support											
Mental Health Specialist											
Attendance Technician											
Health Office Assistant											
Custodians											
Campus Safety Supervisors											
<b>Total Classified FTE</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total FTE</b>	<b>3.400</b>	<b>0.400</b>	<b>0.200</b>	<b>4.000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>4.000</b>

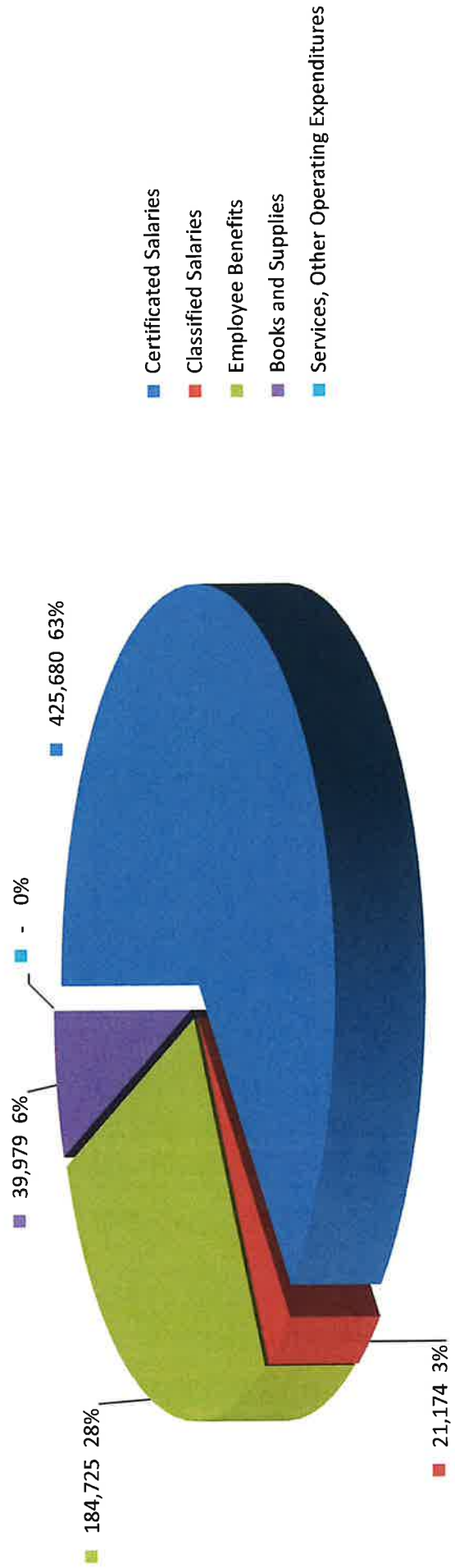
# ARK School Expenditures 2023/24



**Santa Cruz City Schools  
AFE Independent Study School  
2023/2024 Budget Projections**

	A	B	C	D	E	F	G	H	I
Funding Source	LCFF BASE Unrestricted	LCFF Supplemental	Measure U 0808	Total Unrestricted	Title I (3010) Title II (4035) Title IV (4127)	Restricted Lottery	PROP 28	Total Restricted	Total General Fund
<b>Expenditures</b>									
Certificated Salaries	425,680			425,680					425,680
Classified Salaries	-	21,174		21,174					21,174
Employee Benefits	149,816	34,909		184,725					184,725
Books and Supplies	4,485	16,867		21,352		5,897	12,730	18,627	39,979
Services, Other Operating Expenditures									
<b>Total Expenditures</b>	<b>579,981</b>	<b>16,867</b>	<b>56,083</b>	<b>652,931</b>	-	<b>5,897</b>	<b>12,730</b>	<b>18,627</b>	<b>671,558</b>
<b>Certificated FTE</b>									
Teachers	4.400			4.400					4.400
Counselors									
Library Media Teacher									
Principal & Assistant Principal									
<b>Total Certificated FTE</b>	<b>4.400</b>	-	-	<b>4.400</b>	-	-	-	-	<b>4.400</b>
<b>Classified FTE</b>									
Paraeducator Academic Intervention									
Paraeducator									
Library Media Assistants									
Program / School Coordinators									
School Administrative Asst IV									
School Administrative Asst II			0.500	0.500					0.500
After School Program Support									
Mental Health Specialist									
Attendance Technician									
Health Office Assistant									
Custodians									
Campus Safety Supervisors									
<b>Total Classified FTE</b>	-	-	<b>0.500</b>	<b>0.500</b>	-	-	-	-	<b>0.500</b>
<b>Total FTE</b>	<b>4.400</b>	-	<b>0.500</b>	<b>4.900</b>	-	-	-	-	<b>4.900</b>

# AFE School Expenditures 2023/24



**Santa Cruz City Schools**  
**Special Education Program**  
**2023/24 Budget**

<b>Expenditures</b>	<b>Budget</b>
Certificated Salaries	8,055,394
Classified Salaries	2,887,626
Employee Benefits	5,027,345
Books and Supplies	187,129
Services, Other Operating Expenditures	6,521,611
Capital Outlay	-
Other Outgo	-
Pass Through	-
Indirect Costs	849,642
<b>Total Expenditures</b>	<b>23,528,747</b>

<b>Certificated FTE</b>	<b>FTE</b>
Psychologist	11.6800
Preschool Teacher	1.0000
SDC Teachers	20.2000
RSP Teachers	24.8000
Admin	4.0000
Counselors	1.6200
Speech Therapist	8.7000
District Nurses	1.2200
Compliance Coordinator	1.0000
MTSS Coordinator	0.5000
<b>Total Certificated FTE</b>	<b>74.720</b>
<b>Classified FTE</b>	
Instructional Support	41.1125
Admin Clerical	2.0000
Classified Pupil Support	3.0000
Mental Health Specialist	10.0250
<b>Total Classified FTE</b>	<b>56.1375</b>
<b>Total FTE</b>	<b>130.858</b>

**Total Revenues 2,960,840**

**Augmentation to Special Ed from General Fund 20,567,907**



SANTA CRUZ CITY SCHOOLS  
2023-24 LCFF Base Budget

District Wide		2023-24 LCFF Base Budget	
		FTEs	Dollars
<b>Certificated:</b>			
Leave of Absence			254,279
<b>Classified</b>			
Custodians	1.000		104,788
Roving Sub Custodian	0.400		36,705
<b>Sub-Total</b>	<b>1.400</b>		<b>395,772</b>
<b>Other Expenses</b>			
Stores - Ad Ed			2,500
DO Copy Paper, Mail Room Supplies, Forms			11,101
DO Custodial Supplies			5,000
Staples for Copiers			2,500
Staples for Copiers			3,300
School Services/CASBO Annual Membership			4,489
CASBO Organizational Membership			3,500
Other Insurance 20%			1,244,661
SELFAB218			100,000
Gas Services 10%			678,700
Electricity 18%			1,533,723
Water Services 4%			404,792
Sewer Service 4%			120,674
Garbage-NW Recovery 13%			268,886
Copier Maint Agreements (Admin)			31,303
DO Postage Meter			3,900
Copier Lease (Admin)			13,800
Copier Maint Agreements (Sites)			32,453
Copier Maint Agreements (Sites)			53,125
Copier Lease Agreements(Sites)			29,440
Copier Lease Agreements(Sites)			48,760
Misc Unexpected Districtwide Services			20,000
Laserfiche			2,213
Services (Mission Hill Bldg Owners Assn Dues)			81,000
Services (SCI-Parcel Tax Admin)			26,334
Services, (School Services, Fiscal Budget Services)			4,080
Services (SIA) 3%			16,500
Services GASB 75 Disclosure(Demsey Filliger & Assoc.)			5,000
Services (Social Security Billing) COE			3,000
Services (CALPERS: Section 218 Fees)			2,650
Services (DS&C: Continuing Disclosure Fee)			5,840
Services (CPRS Annual Fee)			2,300
Services (Fiscal Projections)			27,500
Services (COE DP Qtr billing)			162,659
Services (Crossing Guards) (\$3250 x 4 elem)			13,000
Services ( 1.5 FTE SRO City pays .5 FTE)			70,000
Services (COPS fees)			4,500
Services (STRS P& I)			2,100
District Postage/Mail Fees & UPS <i>General Admin.</i>			61,252
MTU Cost Medical Therapy (was site 030)			8,299
Indirect Costs			-1,384,567
State Special Schools			17,063
<b>Sub-Total</b>	<b>0.000</b>		<b>3,747,330</b>
<b>Total</b>	<b>1.400</b>		<b>4,143,102</b>

**SANTA CRUZ CITY SCHOOLS  
2023-24 LCFF Base Budget**

**Business Services & Finance**

**2023-24  
LCFF Base Budget**  
FTEs          Dollars

**Classified**

Asst. Supt. Business Services	1.000	323,362
Finance Director	1.000	213,714
Finance Supervisor	1.000	184,713
Executive Assistant	1.000	124,669
Benefits Coordinator	0.800	120,216
District Buyer	1.000	124,750
Lead Payroll Technician	1.000	114,777
Payroll Technician	1.750	191,304
Lead Accounting Technician	3.000	358,838
Accounts Payable Technician	1.000	87,442
Project Coordinator	0.200	26,198
Extra Assignment		16,306
<b>Sub-Total</b>	<b>12.750</b>	<b>1,886,288</b>

**Other Expenses**

Cell Phone		1,240
Dues & Memberships		300
Other Services		1,371
Prof Dev (Director/Supervisor)		2,000
Prof Dev (Monreal )		1,500
Supplies		7,500
Director of Finance Travel		4,200
Travel & Conference		3,000
<b>Sub-Total</b>		<b>21,111</b>
<b>Total</b>	<b>12.750</b>	<b>1,907,399</b>

**SANTA CRUZ CITY SCHOOLS  
2023-24 LCFF Base Budget**

**Information Technology**

2023-24 LCFF Base Budget		2023-24 Other Fund Services	
FTEs	Dollars	FTEs	Dollars

<u>Classified</u>			
IT Director	1.000	194,699	
Lead District Technology Specialist	2.000	305,346	
Lead System Support Specialist	1.000	156,338	
System Support Specialist	1.000	94,821	
Ed Tech Specialist	3.620	416,417	
<b>Sub-Total</b>	8.620	1,167,621	-

<u>Other Expenses</u>			
Technology under \$500		4,000	
Supplies-Computer Replacement Sites		30,000	
Chromebook Replacements		240,000	
Technology over \$500		16,000	
AMS.NET - E-rate Equip Purchase		54,122	
Travel & Conference-CITE		7,500	
Travel & Conference-Infinite Campus		1,000	
Prof Dev for Techs - CBT Nuggets Online Certificate Training		5,236	
Prof Dev (Director)			1,000
Chromebooks 5yr Contract ends 6/30/24			170,000
Dues & Membership for CITE		450	
Intrado School Messenger (District Website & SSL)		8,120	
Infinite Campus - Data & Assessment		40,360	
Infinite Campus - Student Information System		78,000	
Softchoice - CAMSA 2.0 Office 365 Licenses A3		26,900	
Mosyle - Apple iOS Mobile Devie Mgmt AUTH - 3yr		1,386	
Mosyle - Licenses @ \$14.85 per device		3,500	
PDQ		1,000	
Amplified IT Google Voice		26,300	
Amplified IT Little SIS		2,500	
VEEAM Backup		3,340	
RVD CONSULTING SERVICES YR 2 OF 3		12,900	
BlackBoard (Phone, email, text)		9,768	
Network Services(minus E-rate discount)(SCCOE)		23,119	
Contract for Network Solutions (3 yr)		250	
Licenses (Freshdesk)		1,100	
Fiber ASE Network		300,000	
Development Group Inc - Network Infrastructure Manage MIBS		16,423	
Telephone / Mobile		30,000	
RAPTOR TECHNOLOGIES		3,955	
BorderLan Security Contract - Lightspeed Filter		85,946	
<b>Sub-Total</b>	-	1,033,175	-
<b>Total</b>	8.620	2,200,797	-
<b>Grand Total</b>	8.620	2,371,797	171,000

SANTA CRUZ CITY SCHOOLS  
2023-24 LCFF Base Budget

<b>Facilities</b>	<b>2023-24</b> LCFF Base Budget		<b>2023-24</b> Other Fund Services	
	FTEs	Dollars	FTEs	Dollars
<u>Classified</u>				
Assistant Director-Maintenance & Operations	0.500	93,921		
Irrigation Specialist	1.000	122,941		
Lead Custodian	1.000	127,665		
Groundskeeper III	3.000	445,784		
Head Custodian	0.450	55,609		
Warehouse	1.000	120,960		
<b>Sub-Total</b>	6.950	966,879	-	
<u>Other Expenses</u>				
Professional Development		0		4,000
Supplies		12,500		
Rentals, Leases, & Repairs		5,000		
Supplies		30,000		
Rentals, Leases, & Repairs		1,000		
Other Services & Expenses		6,600		
<u>Security</u>				
Rentals, Leases & Repairs.		5,000		
Other Services & Opera Exp. Alarm Service		84,293		
<u>Warehouse</u>				
Supplies		1,000		
Other Services & Expenses		5,000		
<b>Sub-Total</b>		150,393		4,000
<b>Total</b>	6.950	1,117,272	-	4,000
<b>Grand Total</b>	6.950	1,121,272	-	0

SANTA CRUZ CITY SCHOOLS  
2023-24 LCFF Base Budget

**Routine Maintenance**

**2023-24**  
LCFF Base Budget  
FTE                  Dollars

Classified

Director	1.000	228,801
Assistant Director-Maintenance & Operations	0.500	97,361
Construction & Facilities Liaison	0.500	89,106
Maintenance Specialists	11.200	1,383,713
Administrative Secretary	2.000	234,437
Head Custodian - Harbor	0.050	6,385
Head Custodian - SCHS	0.050	6,369
Head Custodian - SQHS	0.050	5,745
Day Custodian - Harbor	0.050	5,934
Day Custodian - SCHS	0.050	5,118
Day Custodian - SQHS	0.050	4,733
Day Custodian - SmSch	0.050	4,798
<b>Sub-Total</b>	15.550	2,072,501

Other Expenses

Supplies		501,699
Supplies-Securtiy		10,000
Non-Capital Equipment		0
Travel & Conference		7,500
Dues & Memberships		650
Rentals, Leases & Repairs		310,000
Rentals, Leases & Repairs		0
Other Services		340,000
Other Services		0
Other Services - Security		5,000
Communications-Cells and Nextels		0
Equipment		70,000
Equipment Replacement		100,000
<b>Sub-Total</b>		1,344,849
<b>Total</b>	15.550	<b>3,417,350</b>

Elementary	1,196,072
Secondary	2,221,277
<b>Total</b>	<b>3,417,350</b>

SANTA CRUZ CITY SCHOOLS  
2023-24 LCFF Base Budget

**Transportation**

2023-24 LCFF Base Budget	
FTEs	Dollars

2023-24 Other General Fund Services	
FTEs	Dollars

Classified

<i>Regular:</i>			
Supervisor	0.500	87,109	
Bus Dispatcher	1.000	42,726	
Trainer Lead Bus Driver	1.000	116,997	
Bus Drivers	8.375	699,765	
Fleet Tech	0.500	53,437	
Fleet Tech II	0.500	69,462	
Supplemental Pay		40,904	
Substitutes		13,635	
Overtime		32,900	
<b>Sub-Total</b>	11.875	1,156,936	

<i>Special Ed:</i>			
Supervisor	0.500	87,266	
Bus Dispatcher	1.000	42,726	
Bus Drivers	3.000	277,927	
Fleet Tech	0.500	53,437	
Fleet Tech II	0.500	45,046	
Clerical Specialist	0.250	20,375	
Substitutes		11,690	
<b>Sub-Total</b>	5.750	538,467	

Other Expenses

<i>Regular:</i>			
Supplies		60,113	
Reimbursement of Tools			
Equipment		1,330	
Travel & Conference		60	
Dues/Memberships		135	
Pupil Insurance		20,439	
Repairs/Rentals/Leases	65%	122,000	
Transfer Direct Costs		-23,550	
Services & Op Expenses		71,571	
Software Equipment		9,000	
Equipment Replacement		50,916	
Field Trip Transportation		10,000	
Field Trip Transportation		10,000	
Field Trip Transportation		10,000	
Field Trip Transportation		10,000	
Field Trip Transportation		3,000	
<b>Sub-Total</b>		355,014	

<i>Special Ed:</i>			
Supplies		24,500	
Equipment		6,963	
Travel & Conference		4,875	
SpEd Parent Transportation		12,000	
Repairs/Rentals/Leases	35%	74,900	
Services & Op Expenses		108,000	
Nextel Communication/GPS		600	
Prof Dev (Frates)			1,000
Athletic Transportation		24,581	
<b>Sub-Total</b>		256,419	1,000

<b>Total</b>	17.625	2,306,836		1,000
<b>Grand Total</b>	17.625	2,307,836		

Est. Contribution

Reg.	1,512,950
Sp Ed.	794,886
	2,307,836

SANTA CRUZ CITY SCHOOLS  
2023-24 LCFF Base Budget

**Ed Services**

2023-24 LCFF Base Budget	
FTEs	Dollars

2023-24 Other Funds Services	
FTEs	Dollars

**Certificated**

Asst Supt of Ed Services	1.000	259,591		
Grant Writer	0.800	120,930		
WASC	0.200			
WASC	0.200			
WASC Team Stipends				
<b>Sub-Total</b>	2.200	380,520		

**Classified**

Administrative Secretary-Asst Supt.	1.000	111,447		
<b>Sub-Total</b>	1.000	111,447		

**Other Expenses**

Instructional Supplies		200		
Grantwatch subscription		89		
Leadership books		180		
Travel & Conference		0		
EQ Leadership Summit		0		
Gov. budget workshop		250		
Mileage reimbursements		0		
Ed. Services Snacks and food		1,000		
Translation Services		980		
Phone		705		
Services		1,756		
DTS annual fees		8,731		
Communications		1,020		
WASC Membership Fees		6,800		
Supplies- Contractual (Abreu-Coito)		0		2,268
Travel & Conference - Contractual (Abreu-Coito)		0		1,000
<b>Sub-Total</b>	3.200	21,711		3,268
<b>Total</b>	3.200	513,678		3,268
<b>Grand-Total</b>	3.200	516,946		

**SANTA CRUZ CITY SCHOOLS  
2023-2024 LCFF Base Budget**

<b>Office of Learning &amp; Achievement</b>	<b>2023-24 LCFF Base Budget</b>		<b>2023-24 Other Fund Services</b>	
	FTEs	Dollars	FTEs	Dollars
<b>Certificated</b>				
Director, Curr, Intervention & Assessment	1.000	219,246		
Director, Curr, Intervention & Assessment	1.000	218,093		
Literacy Assessments - Subs		16,608		
Computer Science TOSA	0.500	60,802		
Computer Science TOSA	0.500	60,802		
ELPAC Testing - Elementary		31,868		
ELPAC Testing - Secondary		18,385		
<b>Sub-Total</b>	<b>3.000</b>	<b>625,803</b>		
<b>Classified</b>				
Lead Account Tech	0.250	36,426		
Lead Account Tech	0.250	36,426		
Assessment Specialist - Elem.	0.500	62,178		
Assessment Specialist - Sec.	0.500	62,178		
<b>Sub-Total</b>	<b>1.500</b>	<b>197,207</b>		
<b>Curriculum Master Plan</b>				
Curriculum Master Plan allocation		1,000,000		
Curriculum Master Plan		102,166		
Curriculum Master Plan		228,470		
Elementary Libraries		6,000		
Middle School Libraries		3,000		
High School Libraries		4,500		
Small School library		1,500		
Peer Tutor Coord. Stipends		12,257		
<b>Remaining Balance</b>		<b>639,656</b>		
<b>Other Expenses Elem</b>				
Materials and Supplies		1,953		
Travel & Conferences		0		
Department supplies		0		
ELPAC Supplies		115		
MAP Licenses		20,226		
Lexia Licenses		72,000		
Typing Agent Licenses		2,300		
PE Test Supplies		300		
Great Minds/ Eureka Math		11,881		
Elem Lottery				96,437
Ed Tech Tools				8,213
CASSPP Test Supplies				8,173
Services - Media Flex				3,302
Supplies				7,000
Music Repairs - E				5,000
<b>Sub-Total</b>		<b>108,775</b>		<b>128,125</b>
<b>Other Expenses Sec</b>				
ELPAC Supplies		115		
MAP Licenses		41,064		
PE Test Supplies		925		
Seal of Biliteracy		670		
iReady licenses		5,500		
Sec Lottery				256,490
CAASPP Test Supplies				725
PSAT 11th grade testing				2,737
Services - Media Flex				6,398
<b>Sub-Total</b>		<b>48,274</b>		<b>266,350</b>
<b>Total</b>		<b>1,980,059</b>		<b>394,475</b>
<b>Grand-Total</b>	<b>4.500</b>	<b>2,374,534</b>		



SANTA CRUZ CITY SCHOOLS  
2023-24 LCFF Base Budget

**Student Services**

2023-24	
LCFF Base Budget	
FTEs	Dollars

Certificated

Director of Student Services	0.350	77,394
Director of Student Services	0.650	143,731
Home & Hosptial Teachers-Elem		4,903
Home & Hosptial Teachers-Sec		19,035
Nurses	1.480	240,625
Elementary Counselor	1.000	115,203
<b>Sub-Total</b>	<b>3.480</b>	<b>600,891</b>

Classified

Admin Secretary	0.880	119,964
Health Clerks Extr Assignment		1,711
Health Clerks Extr Assignment		2,138
<b>Sub-Total</b>	<b>0.880</b>	<b>123,814</b>

Other Expenses

SARB Contract		400
Emergency Supplies for the Sites		6,000
Materials and Supplies		632
Nurses-Mileage Reimbursement		2,091
Services & Op Expenses-Health		10,400
Services - Bus Passes		10,000
Communications		538
Services - Catapult EMS		9,850
Beyond SST		7,024
LGBTQ		9,000
Elementary Counselors cell phones		912
Canela, vision screening software		870
Balance or Easter Seals aides for gen ed students		4,046
Homeless supplies Elementary		7,800
Homeless supplies Secondary		14,600
Travel - Home/Hospital Elem		292
Advertising for Enrollment		1,516
Travel - Home/Hospital Sec		543
Advertising for Enrollment		1,771
<b>Sub-Total</b>		<b>88,285</b>

**Grand Total** 4.36 **812,989**

SANTA CRUZ CITY SCHOOLS  
2023-24 LCFF Base Budget

**Personnel Commission**

2023-24 LCFF Base Budget	
FTEs	Dollars

2023-24 Other Fund Services	
FTEs	Dollars

Classified

Director
Personnel Assistant
Other Classified Wages
Classified orientation
Personnel Commission Stipends

1.0000	201,160
1.0000	134,906
	682
	1,363
	1,810

**Sub-Total**

2.000

339,921

Other Expenses

Supplies
Food for Workshops
Travel & Conference
Contractual Benefit (Houser)
Dues & Memberships
Advertising & Recruitment
Other Services

	1,000
	350
	6,000
	6,700
	6,000
	500

	1,000

**Sub-Total**

20,550

1,000

**Total**

2.000

360,471

-

1,000

**Grand Total**

2.000

361,471

SANTA CRUZ CITY SCHOOLS  
2023-24 LCFF Base Budget

**Human Resources**

2023-24 LCFF Base Budget	
FTEs	Dollars

2023-24 Other Fund Services	
FTEs	Dollars

Certificated:

Stipends
Asst. Superintendent
Super Sub
Super Sub
Resource Teacher
Union
<b>Sub-Total</b>

	53,451		
1.000	276,294		
0.400	32,970		
0.400	50,159		
2.000	234,370		
1.000	149,242		
4.800	796,486	-	

Classified

Workers Comp (Rev Reimb)
HR Director
Executive Assistant I
Office Assistant
Human Resources Technician
Admin Assistant IV - Roving
Extra Duty
Overtime
<b>Sub-Total</b>

	52,745		
1.000	394,520		
1.000	110,817		
1.000	98,305		
3.000	307,986		
1.000	73,614		
	27,086		
	713		
7.000	1,065,786	-	

Other Expenses

Supplies - HR Dept.
Equipment
Travel & Conference
Supplies- for CPR/First Aid Training
Food for Workshops
Travel & Conference - For CPR/First Aid Training
District wide Service (sub-caller, orient., fingerpnt,testing)
Annual Retirement Celebration
Professional Dev (Parks Books)
Professional Dev (Parks/Dominguez)
<b>Sub-Total</b>
<b>Total</b>
<b>Grand Total</b>

	2,600		
	1,200		
	25,000		
	75		
	4,500		
	1,500		
	52,000		
	3,500		
			500
			2,000
	90,375		2,500
11.800	1,952,646		2,500
11.800	1,955,146		

SANTA CRUZ CITY SCHOOLS  
2023-24 LCFF Base Budget

2023-24	
LCFF Base Budget	
FTEs	Dollars

**Superintendent / Board**

<b>Certificated:</b>		
Superintendent	1.000	301,742
<b>Classified</b>		
Board Members H&W		96,975
Board Members Stipend		0
Chief of Communications	0.500	87,302
Administrative Assistant	1.000	161,991
Classified Overtime		2,727
Security/Childcare/Translation		1,091
<b>Sub-Total</b>	2.500	651,830
<b>Other Expenses</b>		
<i>Superintendent &amp; Board</i>		
Other Services		13,000
<b>Sub-Total</b>		13,000
<i>Board</i>		
Materials & Supplies		1,500
Noncapital Equipment		1,000
Food for Meetings		650
Travel & Conference		10,000
Travel & Conference CSBA		7,000
Dues & Memberships CSBA		21,000
Services (board activity, legal)		200,000
Elections -Board Members		200,000
Services - GAMUT Online		6,500
Services -Board/Supt. Coaching		5,000
Services - Annual Mailer		25,000
Redistricting services (census)		18,750
Services SCPD SRO		39,000
Services - SHS SRO		73,000
<b>Sub-Total</b>		608,400
<i>Superintendent</i>		
Books		1,000
Materials & Supplies		1,640
Food for Workshops		1,000
Noncapital Equipment		400
Travel & Conference		3,000
Dues & Memberships		8,954
Dues & Memberships - Rotary 2 people		1,285
Dues & Memberships - Chamber 2 people		2,800
S4C Membership		6,400
Services (Audit,consultants,public affairs,Supt activity)		7,696
Wix.com (\$350 x 10 sites)		3,500
COE IT Network Services		9,100
Queer Youth Leadership Awards		600
ThoughtExchange Contract		19,350
<a href="http://Monday.com">Monday.com</a>		7,666
New Website Software & Migration		12,000
Zoom Contract		70,000
Transportation(Field Trips)		1,500
Nextel Phone		900
Services (External Audit) Attendance E. Signature		5,000
Services (External Audit) Bond		10,000
Services (External Audit) Regular		44,500
<b>Sub-Total</b>		218,291
<b>Total</b>	2.500	1,491,521

**SANTA CRUZ CITY SCHOOLS  
2023-24 LCFF Base Budget**

<b>Retirees</b>
-----------------

	<b>2023-24 LCFF Base Budget</b>	
<b>Certificated Positions</b>	FTE	Dollars
Pre-Retirement Stipend (PRRT) \$5000 annual.	14.173	70,866
Benefits (Medi-SUI-W/C)		2,458
District Retiree (54RT)		336,530
<b><u>Subtotal Certificated</u></b>	<b>14.173</b>	<b>409,854</b>
<b>Classified Positions</b>		
District Retiree (54RT)		285,648
<b><u>Subtotal Classified</u></b>	-	285,648
<b><u>Total</u></b>	<b>14.173</b>	<b>695,502</b>

Note: 23/24 includes 5.8% H&W estimated increase for Certificated  
 23/24 includes 9.6% H&W estimated increase for Classified

SANTA CRUZ CITY SCHOOLS  
2023-24 LCFF Base Budget

**Food Services**

2023-24	
LCFF Base Budget	
FTEs	Dollars

2023-24	
Other Fund Services	
FTEs	Dollars

<u>Classified</u>				
Director Food Service & Nutrition	1.0000	224,423		
Nutrition Coordinator	1.0000	91,859		
Nutrition Svc Support Coordinator	1.0000	118,041		
Account Specialist	1.0000	109,905		
Warehouse Person	2.0000	206,647		
Delivery Person	0.7291	42,912		
Delivery Person -Supper Program	0.1459	8,592		
Central Kitchen Coordinator	1.0000	118,090		
Central Kitchen Cook/Baker	0.8125	43,844		
Food Service Worker III	3.2500	264,739		
Food Service Worker II	3.7500	279,357		
Food Service Worker I	12.9375	400,486		
Nutrition Outreach Specialist			1.0000	84,881
Extra Assign.				5,127
Extra Assign.		118,116		
Overtime		235		
Substitutes		0		
<b>Sub-Total</b>	28.6250	2,027,246	1.0000	90,008

<u>Other Expenses</u>				
Paper		150,000		
Stores		500		
Non Cap Equipment		5,000		
Food		800,000		
Food Supper		20,000		
Travel, Conference		1,000		
Cont Benefits		1,000		
Due, Membership		8,000		
Repairs		15,000		
Other Expenses		20,000		
Phone		650		
Equipment Replacement		10,000		
Supplies		20,000		
Supplies		1,200		
Non Cap Equipment		10,000		
Food		50,000		
Travel, Conference		5,000		
Services		15,000		
<b>Sub-Total</b>		1,132,350		0
<b>Total</b>	28.6250	3,159,596	1.0000	90,008
<b>Grand Total</b>	29.6250	3,249,604		

<u>Revenue</u>		
Federal Supper		60,000
Federal Breakfast		300,000
Federal Snack		15,000
Federal Lunch		1,100,000
Commodity USA		90,000
State Breakfast		400,000
State Lunch		600,000
Sales		150,000
Sales Tax		600
Contract Sales		300,000
Catering		15,000
Adult		5,000
Community Grant/Open Impact		191,208
Interest		7,377
<b>Sub-Total</b>		3,234,185
<b>Ending Fund Balance Carryover 22/23</b>		15,419
<b>Revenue Less Expense Balance</b>		(0)

**SANTA CRUZ CITY SCHOOLS  
2023-24 LCFF Base Budget**

**Bonds**

**2023-24  
CORE Budget**  
FTE                  Dollars

<u>Classified</u>		
Project Manager-Bond Elem	0.330	61,469
Project Manager-Bond Sec	0.670	124,798
Project Manager-Bond Elem	0.330	44,807
Project Manager-Bond Sec	0.670	90,972
Project Coordinator-Elem	0.280	36,677
Project Coordinator-Sec	0.520	68,115
Bond Ed Tech-Elem	0.264	41,105
Bond Ed Tech-Sec	0.536	83,455
Construction and Facilities Liaison-Bond Elem	0.175	30,128
Construction and Facilities Liaison-Bond Sec	0.325	55,952
Chief of Communications - Bond Elem.	0.088	15,278
Chief of Communications - Bond Sec.	0.163	28,373
<b>Sub-Total</b>	4.350	681,129

<u>Other Expenses</u>		
Buildings & Improvements of Buildings	Elementary	3,500,000
Buildings & Improvements of Buildings	Secondary	10,000,000
<b>Sub-Total</b>		13,500,000
<b>Total</b>	4.350	14,181,129

**2022-23 to 2026-27 Preliminary Budget Assumptions  
General Fund  
MYP Budget Assumptions as of 5/15/23**

	(Current)	(Current)	(Preliminary)	(Preliminary)	(Preliminary)
	2022-23	2023-24	2024-25	2025-26	2026-27
<b>Revenues</b>					
LCFF COLA	13.26%	8.13%	3.54%	3.31%	3.23%
Additional LCFF Investment					
EPA Entitlement as % of total LCFF	45.22%	45.22%	45.22%	45.22%	45.22%
<b>Elementary</b>					
LCFF/ADA	\$19,267	\$21,076	\$21,139	\$22,469	\$24,820
CBEDS Enrollment	1,759	1,653	1,694	1,639	1,526
P2 ADA (K-5, A1-A9)	1,619	1,522	1,559	1,509	1,405
COE - P2 ADA (K-5, A1-A9)	14.28	14.28	14.28	14.28	14.28
ADA/CBEDS Ratio	92.0%	92.0%	92.0%	92.1%	92.1%
% Change in Property Taxes	3.00%	3.00%	3.00%	3.00%	3.00%
<b>Basic Aid Revenue:</b>					
Excess Property Taxes above LCFF	\$10,795,191	\$11,031,182	\$12,236,740	\$12,855,731	\$13,713,681
LCFF Supplemental - Elementary	\$1,479,705	\$1,509,348	\$1,433,026	\$1,446,640	\$1,458,396
<b>Secondary</b>					
LCFF/ADA	\$13,022	\$13,925	\$14,783	\$14,755	\$14,931
CBEDS Enrollment P	4,206	4,143	3,912	3,870	3,842
P2 ADA (6-12, A1-A9)	3,879	3,822	3,609	3,570	3,545
COE - P2 ADA (6-12, A1-A9)	32.91	32.91	32.91	32.91	32.91
ADA/CBEDS Ratio	92.2%	92.2%	92.3%	92.3%	92.3%
LCFF Supplemental - Secondary	\$3,277,256	\$3,317,598	\$3,322,815	\$3,180,899	\$3,195,295
Parcel Tax Revenue (T 9-12) .005 annual decrease	\$3,499,029	\$3,481,534	\$3,464,126	\$3,446,806	\$3,429,572
Parcel Tax Revenue (U K-8) .005 annual decrease	\$3,078,740	\$3,063,348	\$3,048,032	\$3,032,791	\$3,017,627
Special Ed - State COLA	1.50%	8.22%	0.00%	0.00%	0.00%
Lottery - Unrestricted Funding per ADA	\$170	\$170	\$170	\$170	\$170
Lottery - Rrestricted Funding per ADA	\$67	\$67	\$67	\$67	\$67
Interest Projection	\$386,111	\$386,111	\$386,111	\$386,111	\$386,111
Mandated Block Grant	\$299,070	\$341,540	\$341,540	\$341,540	\$341,540
Prop 28 Budgeted at only 80% of each allocation-Elem		\$198,092	\$198,092	\$198,092	\$198,092
Prop 28 Budgeted at only 80% of each allocation-Sec		\$494,070	\$494,070	\$494,070	\$494,070
<b>Expenses</b>					
Certificated step/column	1.5%	1.5%	1.5%	1.5%	1.5%
% Increase in Health & Welfare Benefits	0.0%	5.8%	8.0%	8.0%	8.0%
Classified step increases	2.0%	2.0%	2.0%	2.0%	2.0%
% Increase in Health & Welfare Benefits	4.8%	9.6%	8.0%	8.0%	8.0%
<b>Average Teacher Cost</b>					
Gross	92,669	92,185			
H&W	8,774	12,200			
<b>Statutory Benefit Rates:</b>					
STRS	19.10%	19.10%	19.10%	19.10%	19.10%
PERS	25.37%	26.68%	27.70%	28.30%	28.70%
Medicare	1.45%	1.45%	1.45%	1.45%	1.45%
FICA	6.20%	6.20%	6.20%	6.20%	6.20%
State Unemployment	0.50%	0.05%	0.20%	0.20%	0.20%
Workers Compensation	1.94%	1.97%	2.00%	2.03%	2.06%
Increase in Utilities	4.0%	9.8%	4.0%	4.0%	4.0%
Change in Property & Liability Insurance	10.0%	20.0%	5.0%	5.0%	5.0%
RRM 3% in 2023-24	3,371,770	3,417,350	3,375,510	3,408,300	3,473,157
<b>Other Sources/Uses</b>					
Transfer from Fund 21 Building Fund RDA	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000	\$2,500,000
Transfer to Fund 20 Post Employment Benefits	\$2,000,000	\$1,000,000	\$1,000,000	\$0	\$0
Transfer to Cafeteria Fund	\$0	\$0	\$0	\$0	\$0



**Santa Cruz City Schools  
Multi Year Projection  
2023-24 Preliminary Budget**

Includes 3.00 FTE Reduction in 24/25-25/26 5/15/2023 13.26% COLA Using SSC 8.13% COLA Using SSC 3.54% COLA Using SSC 3.31% COLA Using SSC

	2022/23		2023/24		2024/25		2025/26	
	Unrestricted	Projected Restricted	Unrestricted	Projected Restricted	Unrestricted	Projected Restricted	Unrestricted	Projected Restricted
<b>Revenue</b>								
LCFF Sources	81,697,495	0	85,285,407	0	86,315,032	0	86,581,630	0
Federal Revenue	0	15,240,822	0	7,121,026	0	3,110,948	0	3,110,948
State Revenue	1,250,302	16,522,712	1,964,470	7,901,901	1,964,470	7,554,565	1,964,470	7,554,565
Local Revenue	7,505,218	2,659,300	7,024,738	953,010	6,992,014	953,010	6,959,453	953,010
<b>Total Revenue</b>	<b>90,453,015</b>	<b>34,422,834</b>	<b>94,274,615</b>	<b>15,975,937</b>	<b>110,250,552</b>	<b>11,618,523</b>	<b>95,505,553</b>	<b>11,618,523</b>
<b>Expenditures</b>								
Certificated	32,895,996	10,430,324	32,541,803	9,950,157	32,765,385	8,673,391	32,968,019	8,803,492
Classified	11,969,379	6,220,451	11,341,482	5,850,764	11,555,481	4,623,818	11,773,759	4,716,294
Benefits	18,852,148	10,700,810	19,655,858	11,251,410	20,872,088	10,425,222	21,800,706	10,749,377
Books & Supplies	4,352,324	24,183,994	3,170,116	2,687,712	3,170,116	2,630,113	3,170,116	2,630,111
Services, Other Ops	7,608,767	10,327,177	8,225,859	7,928,729	8,414,385	7,915,914	8,611,135	7,915,914
Capital Outlay	214,981	809,874	1,024,855	290,859	154,862	290,859	154,862	290,859
Other Outgo	25,362	0	25,362	0	25,362	0	25,362	0
Direct/Indirect Support	(2,010,764)	2,010,764	(982,525)	982,525	(1,007,579)	1,007,579	(1,033,273)	1,033,273
<b>Total Expenditures</b>	<b>73,948,193</b>	<b>64,683,394</b>	<b>74,132,817</b>	<b>38,952,156</b>	<b>113,084,973</b>	<b>35,566,996</b>	<b>77,470,686</b>	<b>36,139,320</b>
<b>Excess/Deficiency</b>	<b>16,504,822</b>	<b>(30,260,560)</b>	<b>20,141,798</b>	<b>(22,976,219)</b>	<b>(2,834,421)</b>	<b>19,321,416</b>	<b>18,034,867</b>	<b>(24,520,797)</b>
<b>Other Financing</b>								
Transfers In	2,500,000	0	2,500,000	0	2,500,000	0	2,500,000	0
Transfers Out	(2,000,000)	0	(1,000,000)	0	(1,000,000)	0	(1,000,000)	0
Contributions To Resir.	(22,689,709)	22,689,709	(23,052,710)	23,052,710	(23,052,710)	23,052,710	(24,520,797)	24,520,797
<b>Transfers/Contributions</b>	<b>(22,189,709)</b>	<b>22,689,709</b>	<b>(21,552,710)</b>	<b>23,052,710</b>	<b>1,500,000</b>	<b>23,818,304</b>	<b>(22,020,797)</b>	<b>24,520,797</b>
<b>Net Inc/Dcr to Fund Balance</b>	<b>(5,684,887)</b>	<b>(7,570,851)</b>	<b>(1,410,912)</b>	<b>76,491</b>	<b>(1,334,421)</b>	<b>(2,996,888)</b>	<b>(3,985,930)</b>	<b>0</b>
<b>Beg Fund Balance</b>	<b>27,086,202</b>	<b>7,624,429</b>	<b>21,401,315</b>	<b>53,578</b>	<b>21,454,893</b>	<b>130,069</b>	<b>16,993,515</b>	<b>0</b>
<b>Ending Fund Balance</b>	<b>21,401,315</b>	<b>53,578</b>	<b>19,990,403</b>	<b>130,069</b>	<b>20,120,472</b>	<b>16,993,515</b>	<b>13,007,585</b>	<b>0</b>
<b>Legally Restricted/Designated</b>	<b>83,770</b>	<b>53,578</b>	<b>83,770</b>	<b>130,069</b>	<b>213,839</b>	<b>83,770</b>	<b>83,770</b>	<b>0</b>
<b>Unrestricted Reserve:</b>								
Future Employment Costs for 23-24	2,996,888	0	2,996,888	0	2,996,888	0	2,996,888	0
Future Employment Costs for 24-25	3,985,930	2,996,888	3,985,930	2,996,888	3,985,930	0	3,985,930	0
Future Employment Costs for 25-26	0	3,985,930	0	3,985,930	0	3,985,930	0	3,985,930
Future Employment Minimum Wage	0	0	0	0	0	0	0	0
LCFF Supplemental Balance	0	0	1,000,000	0	1,000,000	0	200,000	200,000
Social Emotional Counselors	0	0	0	0	0	0	600,000	600,000
RTI Math Coordinator-Elem 4.4 FTE	0	0	0	0	0	0	750,000	750,000
Laptop Replenishment	0	0	0	0	0	0	670,000	670,000
Hold for Repayment of 62.40 Charter ADA	632,452	632,452	632,452	632,452	632,452	0	125,000	125,000
Education Technology Specialist	0	0	0	0	0	0	0	0
Curriculum Master Plan	600,000	600,000	600,000	600,000	600,000	0	250,000	250,000
For Transportation	850,000	850,000	850,000	850,000	850,000	0	0	0
E-rate (60% District Costs)	500,000	500,000	500,000	500,000	500,000	0	0	0
For TK Aides 4@7hrs for 22-23 & 8@7hrs for 23-24	0	0	372,695	372,695	372,695	372,695	372,695	372,695
Reserve 3% Econ. Uncert.	4,218,948	4,218,948	3,422,549	3,422,549	3,422,549	3,375,510	3,408,300	3,408,300
Undesignated	7,533,328	0	5,546,119	0	5,546,119	5,880,610	6,547,820	8,776
<b>% Unrestricted Reserve including 3% Econ. Uncert.</b>								

# Appendix

## Glossary of Common School Finance Terms

**ADA**-Average daily attendance. There are several kinds of attendance, and these are counted in different ways. For regular attendance, ADA is equal to the average number of pupils actually attending classes who are enrolled for at least the minimum school day. Ever since 1998-99, excused absences no longer count toward ADA. Attendance is counted every day of the school year and is reported to the California Department of Education three times a year (see Attendance Reports)

**AB 1200**-Reference to AB 1200 (Chapter 1213/1991) that imposed major fiscal accountability controls on school districts and county offices of education, by establishing minimum reserve levels and other requirements for agency budgets and fiscal practices. See especially Education Code Sections 1240 et seq. and 42131 et seq.

**Accrual Basis Accounting**-An accounting system where transactions are recorded when they have been reduced to a legal or contractual right or obligation to receive or pay out cash or other resources.

**Ad valorem Taxes**-Taxes that are based on the value of property, such as the standard property tax. The only new taxes based on the value of property that are allowed today are those imposed by voter approval for capital facilities bonded indebtedness, with a vote requirement of either 55% for a Proposition 39 bond or a two-thirds requirement for other bonds.

**Apportionment**-State aid given to a school district or county office of education. Apportionments for the Local Control Funding Formula (LCFF) and special education are calculated four times for each school year: (1) the Advance Apportionment, which is based on an agency's prior year's state aid, is certified in July, (2) the First Principal Apportionment (P-1) is certified February 20 of the school year corresponding to the P-1 ADA (see Attendance Reports), (3) the Second Principal Apportionment (P-2) is certified by July 2 corresponding to the P-2 ADA, and (4) the annual recalculation of the apportionment is certified in February following the school year (at the same time as the P-1 Apportionment) and is based on P-2 ADA, except for programs where the annual count of ADA is used.

**Appropriation Bill**-A bill before the Legislature authorizing the expenditure of public money and stipulating the amount, manner, and purpose for the expenditure items.

**Assessed Valuation**-The total value of property within a school district as determined by state and county assessors. The "AV" of a school district will influence the total property tax income of a school district. The percentage growth in statewide AV from

one year to the next is an important ingredient in determining appropriations levels required from the state for fully funding district and county LCFF entitlements, as well as for Proposition 98 calculations. Ever since Proposition 13, assessed value is reset to be the true market value only at the time of property transfer or new construction.

**Attendance Reports**-Each school district reports its attendance three times during a school year. The First Principal Apportionment ADA, called the P-1 ADA or the P-1 count, is counted from July 1 through the last school month ending on or before December 31 of a school year. The Second Principal Apportionment ADA, called the P-2 ADA, is counted from July 1 through the last school month ending on or before April 15 of a school year. Fiscal or annual ADA is based on the count from July 1 through June 30. The final recalculation of the apportionment is based on the P-2 ADA except for nonpublic school, community day school, extended year, and nonpublic school funding, all of which use the annual count of ADA. Also, under certain circumstances when a district has a very large influx of migrant students in the spring, a district may request the use of annual ADA in lieu of P-2 ADA.

**Basic Aid**-The California Constitution guarantees that each school district will receive a minimum amount of state aid, called "basic aid," equal to \$120 per ADA or \$2,400 per district, whichever is greater. Per a change in state law effective 2003-04, state categorical aid is counted first toward meeting the minimum allocation of basic aid (ref. Education Code Section 41975). "Basic aid school districts" are districts where property taxes exceed the computed LCFF entitlement; such districts receive no state aid from the LCFF.

**Bonded Indebtedness**-An obligation incurred by the sale of bonds for acquisition of school facilities or other capital expenditures. Since 1986, districts have been able to levy a local property tax to amortize bonded indebtedness, provided the taxes are approved by a two-thirds or 55% vote of the electorate, depending on the type of bond measure.

**Categorical Aid**-Funds from the state or federal government granted to qualifying school agencies for specialized programs regulated and controlled by federal or state law or regulation. Examples include programs for children with special needs, such as special education or special programs, such as child nutrition. Expenditure of most categorical aid is restricted to its particular purpose. The funds are granted to districts in addition to their LCFF entitlement.

**CaIPADS**-The California Longitudinal Pupil Achievement Data System, which is used to maintain individual-level data including student demographics, course data, discipline, assessments, staff assignments, and other data for state and federal reporting.

**CaIPERS**-California Public Employees' Retirement System. State law requires that classified employees and their employer contribute to this retirement fund.

**CalSTRS**-California State Teachers' Retirement System. State law requires that certificated employees, their employer, and the state contribute to this pension fund.

**CBEST**-The California Basic Education Skills Test. Required of anyone seeking certification as a teacher, the test measures proficiency in reading, writing and mathematics.

**Certificated Personnel**-School employees who hold positions for which a credential is required by the state – teachers, librarians, counselors and most administrators.

**Classified Personnel**-School employees who hold positions that do not require a credential, like instructional aides, custodians, clerical support, cafeteria workers, bus drivers, etc.

**Class Size Penalties**-The penalties imposed on school districts that have classes in excess of certain maximum sizes. (Class size penalties result in a reduction in ADA which, in turn, results in a loss in revenue limit income.) See Education Code Sections 41376 and 41378.

**Consumer Price Index (CPI)**- A measure of the cost-of-living compiled by the United States Bureau of Labor Statistics. Separate indices of inflation are calculated regularly for the United States, California, some regions within California, and selected cities. The CPI is one of several measures of inflation.

**Cost-of-Living Adjustment (COLA)**- An increase in funding for government programs, including the LCFF target calculation and categorical programs. Current law ties the COLA percentage for most education programs to the annual percentage change in the "Implicit Price Deflator" for State and Local Governments—a government price index. See Education Code Section 42238.1.

**Contribution**-The expenditure of general purpose funds in support of a categorical program, i.e., the categorical expense requires a contribution from the district's General Fund for support. This occurs in most districts and county offices that provide special education and transportation. Contributions to other programs may be caused by deficit factors or local decisions to allocate general purpose funds to special purpose programs.

**Credentialed Teacher**-One holding a credential to teach issued by the State Commission on Teacher Credentialing. A credential is issued to those who have successfully completed all college training and courses required by the State, have graduated from an accredited college or university, have met any other state requirements and have passed the California Basic Education Skills Test (CBEST).

**Criteria and Standards**-Local district budgets must meet state-adopted provisions of "criteria and standards." These provisions establish minimum fiscal standards that school districts, county offices of education and the State use to monitor district fiscal solvency and accountability. See Education Code Sections 33127 et seq.

**Declining Enrollment Adjustment**-A formula that cushions the drop in income in a district with a declining student population. Under current law, districts are funded for the greater of current year or prior year ADA. See Education Code Section 42238.5.

**Deficit Factor**-When an appropriation to the State School Fund for any specific program is insufficient to pay all claims for state aid, a deficit factor is applied to reduce the allocation of state aid to the amount appropriated.

**Economic Impact Aid (EIA)** -State categorical aid for districts with concentrations of children who are bilingual, transient and/or from low income families

**Education Protection Account (EPA)**- The EPA was created by Proposition 30 of 2012, which increased sales and income taxes on a temporary basis. Funds collected from the increased taxes are deposited into the EPA, which is then issued to local educational agencies as a replacement for the state aid portion of the LCFF.

**Education Revenue Augmentation Fund (ERAF)**- The fund used to collect the property taxes that are shifted from cities, the county and special districts within each county, prior to their distribution to K-14 school agencies.

**Encroachment**-The expenditure of school districts' general purpose funds in support of a categorical program, i.e. the categorical expense encroaches into the district's general fund for support. Encroachment occurs in most districts and county offices that provide special education and transportation. Other encroachment is caused by deficit factors or local decisions to allocate general purpose funds to special purpose programs.

**Forest Reserve Funds**-25% of funds received by a county from the United States Government from rentals of forest reserve lands are apportioned among the various districts in the county according to scholastic population.

**Full-Time Equivalent (FTE)**- The ratio of time expended in a part-time position to that of a full-time position.

**Gann Limit**-A limit on the appropriation of tax revenues of all levels of California government—the state, cities, counties, school agencies, and special districts imposed by Proposition 4, an initiative passed in November 1979 (ref. Article XIII B of the California Constitution). Using 1978-79 as a base year, subsequent years' limits have been adjusted for: (1) an inflation increase which is currently equal to the annual change in California per capita personal income, and (2) the change in population, which for school agencies is the change in ADA. Although officially called "Appropriation Limits," these limits are commonly called "Gann Limits" after Paul Gann, the author of Proposition 4.

**Gap Funding**-The amount of funding provided in the annual State Budget Act to move local agencies toward their LCFF target for each year of the estimated eight-year implementation period.

**General Obligation Bonds**-Bonds that are a "general obligation" of the government agency issuing them, i.e. their repayment is not tied to a selected revenue stream. Bond elections in a school district must be approved by a two-thirds or 55% vote of the electorate, depending on the bond program, but state bond measures require only a majority vote.

**Grade Span Adjustments (GSA)**- Added to the base grants in the LCFF calculation. There is a 10.4% GSA for reducing class sizes in grades TK-3 and a 2.6% GSA for career-technical education that applies to grades 9-12.

**Hold Harmless**-A formula providing a guarantee of no loss in funding for an agency when a change in law or data would otherwise require a loss in funding.

**Implicit Price Deflator**-See Cost-of-Living Adjustment.

**Indirect Expense and Overhead**-Those elements of indirect cost necessary to the operation of the district or in the performance of a service that are of such nature that the amount applicable to each accounting unit cannot be separately identified. Indirect costs are allocated to all programs in a school agency as a percentage of direct and allocated costs for each program.

**Individualized Education Program (IEP)**- A written agreement between a school agency and parents or guardians of a disabled child specifying an educational program tailored to the needs of the child, in accordance with federal PL 94-142 regulations. An IEP team is comprised of a certified district employee who is qualified to supervise special education, the child's teacher, one or both parents, the child, if appropriate, and other individuals at the discretion of the parent or school. The IEP must include a statement of the child's present levels of educational performance, a statement of annual goals and short term instructional objectives, a statement of the specific special education and related services to be provided to the child, the extent to which the child will participate in regular education programs, the projected dates for starting services, appropriate objective criteria, evaluation procedures, and schedules for determining, on at least an annual basis, whether the short term instructional objectives are being achieved.

**Local Control Funding Formula (LCFF)**- The LCFF, which replaced revenue limits and most categorical programs starting in 2013-14. It is the amount that a district or charter school can collect annually from local property taxes and state aid. It is comprised of a base grant by grade span multiplied per unit of ADA, with grade span adjustments for class-size reduction in grades TK-3 and for career-technical education at the high school level. Supplemental and concentration grants are added based upon the percentage of the student population that is free and reduced-price meal (FRPM) eligible, English learners, and foster youth, unduplicated.

**Mandated Costs**-School district expenses that occur because of federal or state laws, decisions of state or federal courts, federal or state administrative regulations. See Senate Bill (SB) 90, 1977, and also Proposition 4, 1979.

**Maintenance Assessment Districts**-A methodology for local agencies, including school agencies, to charge property owners a fee for the benefit derived by the property as a result of local agency service improvements. (See Lighting and Landscape Act of 1972, Section 22500 of the Street and Highways Code). Originally, school agencies were allowed to impose the "fee" by a vote of the local governing board only, by merely showing a benefit to each fee payer. Now, however, a school agency must hold an election before such a fee can be levied.

**Maintenance Factor**-See *Proposition 98*.

**Miscellaneous Funds**-Local revenues received from mineral royalties or bonuses and other payments in lieu of taxes. Fifty percent of such revenues are used as an offset to state aid in the LCFF.

**Necessary Small School**-An elementary school with 96 or fewer or high school with 286 or fewer ADA that meets the standards of being "necessary." See Education Code Sections 42280 et seq.

**Parcel Tax**-A special tax that is a flat amount per parcel and not ad valorem based (i.e., not based on the assessed value of the property). Parcel taxes must be approved by a two-thirds vote of the electorate. See Government Code Section 50079, et al.

**PL81-874**-A federal program of "Impact Aid" that provides funds to school agencies that educate children whose families live and/or work on federal property, such as military bases. Also called "PL874."

**PL94-142**-Federal law that mandates a free appropriate public education (FAPE) for all disabled children. Also known as IDEA, the Individuals with Disabilities Education Act.

**Prior Year's Taxes**-Tax revenues that had been delinquent in a prior year and that are received in the current fiscal year. These revenues offset state aid in the current year in the LCFF.

**Proposition 13**-An initiative amendment passed in June 1978 adding Article XIII A to the California Constitution. Under Proposition 13, the maximum total property tax rate for all government operations—including school agencies, cities, counties, and special districts—is 1% of assessed value and additional property tax levies may only be made for voter approved debt. Proposition 13 also defined assessed value and required a two-thirds vote to levy any special purpose tax.

**Proposition 98**-An initiative adopted in 1988 and then amended by Proposition 111 in 1990. Proposition 98 contains three major provisions: (1) a minimum level of state funding for K-14 school agencies (unless suspended by the Legislature); (2) a formula for allocating any state tax revenues in excess of the state's Gann Limit; and, (3) the

requirement that a School Accountability Report Card be prepared for every school. The minimum funding base is set equal to the greater of the amount of state aid determined by two formulas, commonly called "Test 1" and "Test 2" unless an alternative formula, known as "Test 3," applies.

"Test 1" originally provided that K-14 school agencies shall receive at least 39.5% of state General Fund tax revenues in each year, the same percentage as was appropriated for K-14 school agencies in 1986-87.

"Test 2" provides that K-14 school agencies shall receive at least the same amount of combined state aid and local tax dollars as was received in the prior year, adjusted for the statewide growth in K-12 ADA and an inflation factor equal to the annual percentage change in per capita personal income.

"Test 3" only applies in years in which the annual percentage change in per capita state General Fund tax revenues plus 1/2% is lower than the "Test 2" inflation factor (i.e., the change in per capita personal income), in which case the inflation factor is reduced to the annual percentage change in per capita state General Fund tax revenues plus 1/2%.

One of the provisions of Proposition 98 (as amended by Proposition 111/1990) applies only if the minimum funding level is reduced due either to "Test 3" or the suspension of the minimum funding level by the Legislature and Governor. In such a situation, a "maintenance factor" is initially set equal to the amount of that year's funding reduction due to "Test 3" or suspension, and this amount grows each year by statewide ADA growth and the "Test 2" inflation factor. In subsequent years when state taxes per capita grow faster than personal income per capita, this "maintenance factor" is restored by increasing the Proposition 98 minimum funding level until the funding base is fully restored. This restoration process is applied prospectively only, and there is no requirement that the revenue loss in the year or years prior to the maintenance factor being fully restored be made up.

**Reserves**-Funds set aside in a school agency budget to provide for economic uncertainties, future expenditures, working capital, or other purposes.

**Revolving Cash Funds**-A stated amount of money used primarily for emergency or small or sundry disbursements and reimbursed periodically through properly documented expenditures, which are summarized and charged to proper accounting classifications.

**ROC/P**-Regional Occupational Center or Program. A vocational educational program for high school students and adults. An ROC/P may be operated by a single district, by a consortium of districts under a joint powers agreement (JPA), or by a county office of education for the districts within the county.



**Senate Bill (SB) 90-** 1.SB 90/1972, which established the revenue limit system for funding school districts. The first revenue limit amount was determined by dividing the district's 1972-73 state and property tax income by that year's ADA. This original per-ADA amount became the historical base for all subsequent revenue limit calculations. 2.SB 90/1977, which required that the state reimburse state-imposed mandates on local governments.

**Senate Bill (SB) 813-**Reference to Senate Bill 813/1983 that provided a series of education "reforms" in funding calculations. Longer day, longer year, mentor teachers, and beginning teacher salary adjustments are a few of the programs implemented by this 1983 legislation.

**Secured Roll-**That portion of the assessed value that is stationary, i.e., land and buildings. See also *Unsecured Roll*. The secured roll averages about 90% of the taxable property in a district.

**Serrano Decision-**In 1974, the California Superior Court in Los Angeles County ruled in the *Serrano v. Priest* case that school district revenues in California depended so heavily on local property taxes that students in districts with a low assessed value per pupil were denied an equal educational opportunity in violation of the "Equal Protection" clause of the California Constitution. This ruling established certain standards under which the school finance system would be constitutional and was upheld by the California Supreme Court in 1976. In 1983, the California Superior Court in Los Angeles County ruled that the system of school finance in effect at that time was in compliance with the earlier Court order. After several appeals, in March 1989, all of the plaintiffs in the case agreed to dismiss their legal challenges, thereby settling *Serrano* as a legal issue.

**State School Fund-**Each year the state appropriates money to this fund, which is then used to make state aid payments to school agencies. Section A of the State School Fund is for K-12 education and Section B is for community college education.

**Subventions-**The term used to describe assistance or financial support, usually from higher governmental units to local governments or school agencies. State aid to school agencies is a state subvention.

**Sunset-**The termination of a categorical program. A schedule is in current law for the Legislature to consider the "sunset" of most state categorical programs. If a program sunsets under this schedule, the funding for the program shall continue for the general purposes of the program, but the specific laws and regulations shall no longer apply.

**Supplemental Roll-**An additional property tax assessment for properties that are sold or newly constructed that reflect a higher market value than on their prior lien date. By taxing this increase in assessed value immediately—rather than waiting until the next lien date—additional property taxes are generated.

**Test 1/Test 2/Test 3**-See *Proposition 98*.

**Transitional Kindergarten (TK)**- A developmentally appropriate program offered to children (at ages 4 or 5) that are too young to start Kindergarten in that year. Essentially, California offers a two-year Kindergarten program.

**Unencumbered Balance**-That portion of an appropriation or allotment not yet expended or obligated.

**Unsecured Roll**-That portion of assessed property that is movable, such as boats, planes, etc.

**Waivers**-Permission from the State Board of Education—or, in some cases, from the Superintendent of Public Instruction—to set aside the requirements of an Education Code provision upon the request of a school district. See Education Code Section 33050.

ANNUAL BUDGET REPORT:

July 1, 2023 Budget Adoption

Select applicable boxes:

X This budget was developed using the state-adopted Criteria and Standards. It includes the expenditures necessary to implement the Local Control and Accountability Plan (LCAP) or annual update to the LCAP that will be effective for the budget year. The budget was filed and adopted subsequent to a public hearing by the governing board of the school district pursuant to Education Code sections 33129, 42127, 52060, 52061, and 52062.

X If the budget includes a combined assigned and unassigned ending fund balance above the minimum recommended reserve for economic uncertainties, at its public hearing, the school district complied with the requirements of subparagraphs (B) and (C) of paragraph (2) of subdivision (a) of Education Code Section 42127.

Budget available for inspection at:

Place: 133 Mission St, Suite 100, Santa Cruz, CA 95060

Date: May 26, 2023

Adoption Date: June 14, 2023

Signed: \_\_\_\_\_

Clerk/Secretary of the Governing Board  
(Original signature required)

Public Hearing:

Place: 400 Encinal St, Santa Cruz, CA 95060

Date: May 31, 2023

Time: 06:30 PM

Contact person for additional information on the budget reports:

Name: Jim Monreal

Title: Assistant Superintendent of Business Services

Telephone: (831) 429-3410 x48224

E-mail: jmonreal@sccs.net

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review (Form 01CS). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern for fiscal solvency purposes and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Budgeted (funded) ADA has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	
CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	Enrollment has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.		X
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio is consistent with historical ratios for the budget and two subsequent fiscal years.		X
4	Local Control Funding Formula (LCFF) Revenue	Projected change in LCFF revenue is within the standard for the budget and two subsequent fiscal years.		X
5	Salaries and Benefits	Projected ratios of total unrestricted salaries and benefits to total unrestricted general fund expenditures are consistent with historical ratios for the budget and two subsequent fiscal years.	X	
6a	Other Revenues	Projected operating revenues (e.g., federal, other state, and other local) are within the standard for the budget and two subsequent fiscal years.		X
6b	Other Expenditures	Projected operating expenditures (e.g., books and supplies, and services and other operating) are within the standard for the budget and two subsequent fiscal years.		X
7	Ongoing and Major Maintenance Account	If applicable, required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account) is included in the budget.	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard for two or more of the last three fiscal years.	X	
9	Fund Balance	Unrestricted general fund beginning balance has not been overestimated by more than the standard for two or more of the last three fiscal years.	X	
10	Reserves	Projected available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the budget and two subsequent fiscal years.	X	
SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Are there known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures in excess of one percent of the total general fund expenditures that are funded with one-time resources?		X
S3	Using Ongoing Revenues to Fund One-time Expenditures	Are there large non-recurring general fund expenditures that are funded with ongoing general fund revenues?	X	
S4	Contingent Revenues	Are any projected revenues for the budget or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed by more than the standard for the budget or two subsequent fiscal years?		X

SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the budget or two subsequent fiscal years increased over prior year's (2022-23) annual payment?	X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
		• If yes, are they lifetime benefits?	X	
		• If yes, do benefits continue beyond age 65?	X	
		• If yes, are benefits funded by pay-as-you-go?		X
S7b	Other Self-insurance Benefits	Does the district provide other self-insurance benefits (e.g., workers' compensation, employee health and welfare, or property and liability)?	X	
S8	Status of Labor Agreements	Are salary and benefit negotiations still open for:		
		• Certificated? (Section S8A, Line 1)		X
		• Classified? (Section S8B, Line 1)		X
		• Management/supervisor/confidential? (Section S8C, Line 1)		X
S9	Local Control and Accountability Plan (LCAP)	• Did or will the school district's governing board adopt an LCAP or an update to the LCAP effective for the budget year?		X
		• Adoption date of the LCAP or an update to the LCAP:	06/14/2023	
S10	LCAP Expenditures	Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?		X
ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?	X	
A3	Declining Enrollment	Is enrollment decreasing in both the prior fiscal year and budget year?		X
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior fiscal year or budget year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the budget or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	
ADDITIONAL FISCAL INDICATORS (continued)			No	Yes
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	X	
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X	
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?	X	

**Santa Cruz City Schools  
Multi Year Projection  
2023-24 Preliminary Budget**

Includes 3.00 FTE Reduction in 24/25-25/26

13.26% COLA Using SSC

8.13% COLA Using SSC

3.54% COLA Using SSC

3.31% COLA Using SSC

	5/15/2023		2022/23		2023/24		2024/25		2025/26	
	Revenue	Expenditures	Unrestricted	Projected Restricted	Unrestricted	Projected Restricted	Unrestricted	Projected Restricted	Unrestricted	Projected Restricted
LCFF Sources	81,697,495	0	85,285,407	0	85,285,407	0	86,315,032	0	86,581,630	0
Federal Revenue	0	15,240,822	0	7,121,026	7,121,026	0	3,110,948	3,110,948	0	3,110,948
State Revenue	1,250,302	16,522,712	1,964,470	7,901,901	9,866,371	1,964,470	7,554,565	9,519,035	1,964,470	7,554,565
Local Revenue	7,505,218	2,659,300	7,024,738	953,010	7,977,748	6,992,014	953,010	7,945,024	6,959,453	953,010
<b>Total Revenue</b>	<b>90,453,015</b>	<b>34,422,834</b>	<b>94,274,615</b>	<b>15,975,937</b>	<b>110,250,552</b>	<b>95,271,516</b>	<b>11,618,523</b>	<b>106,890,039</b>	<b>95,505,553</b>	<b>11,618,523</b>
Certified	32,895,996	10,430,324	32,544,803	9,960,157	42,501,960	32,765,385	8,673,391	41,438,776	32,968,019	8,803,492
Classified	11,969,379	6,220,451	11,341,482	5,850,764	17,192,246	11,555,481	4,623,818	16,179,299	11,773,759	4,716,294
Benefits	18,852,148	10,700,810	19,655,858	11,251,410	30,907,268	20,872,088	10,425,222	31,297,310	21,800,706	10,749,377
Books & Supplies	4,392,324	24,183,994	3,170,116	2,687,712	5,857,828	3,170,116	2,630,113	5,800,229	3,170,116	2,630,111
Services, Other Ops	7,608,767	10,327,177	8,225,859	7,928,729	16,154,588	8,414,385	7,915,914	16,330,299	8,611,135	7,915,914
Capital Outlay	214,981	809,874	154,862	290,859	445,721	154,862	290,859	445,721	154,862	290,859
Other Outgo	25,362	0	25,362	0	25,362	25,362	0	25,362	25,362	0
Direct/Indirect Support	(2,010,764)	2,010,764	(982,525)	982,525	0	(1,007,579)	1,007,579	0	(1,033,273)	1,033,273
<b>Total Expenditures</b>	<b>73,948,193</b>	<b>64,683,394</b>	<b>74,132,817</b>	<b>38,952,156</b>	<b>113,084,973</b>	<b>75,950,100</b>	<b>35,566,986</b>	<b>111,516,996</b>	<b>77,470,686</b>	<b>36,139,320</b>
<b>Excess/Deficiency</b>	<b>16,504,822</b>	<b>(30,260,560)</b>	<b>20,141,798</b>	<b>(22,976,219)</b>	<b>(2,834,421)</b>	<b>19,321,416</b>	<b>(23,948,373)</b>	<b>(4,626,957)</b>	<b>18,034,867</b>	<b>(24,520,797)</b>
<b>Other Financing</b>	<b>2,500,000</b>	<b>0</b>	<b>2,500,000</b>	<b>0</b>	<b>2,500,000</b>	<b>2,500,000</b>	<b>0</b>	<b>2,500,000</b>	<b>2,500,000</b>	<b>0</b>
Transfers In	2,000,000	0	1,000,000	0	1,000,000	1,000,000	0	1,000,000	0	0
Transfers Out	(22,689,709)	22,689,709	(23,052,710)	23,052,710	0	(23,818,304)	23,818,304	0	(24,520,797)	24,520,797
Contributions To Restr.	(22,189,709)	22,689,709	(21,552,710)	23,052,710	1,500,000	(22,318,304)	23,818,304	0	(22,020,797)	24,520,797
<b>Transfers/Contributions</b>	<b>(5,684,887)</b>	<b>(7,570,851)</b>	<b>(1,410,912)</b>	<b>76,491</b>	<b>(1,334,421)</b>	<b>(2,996,888)</b>	<b>(130,069)</b>	<b>(3,126,957)</b>	<b>(3,985,930)</b>	<b>0</b>
<b>Net In/Out to Fund Balance</b>	<b>27,086,202</b>	<b>7,624,429</b>	<b>21,401,315</b>	<b>53,578</b>	<b>21,454,893</b>	<b>19,990,403</b>	<b>130,069</b>	<b>20,120,472</b>	<b>16,993,515</b>	<b>16,993,515</b>
<b>Beg Fund Balance</b>	<b>21,401,315</b>	<b>53,578</b>	<b>19,990,403</b>	<b>130,069</b>	<b>20,120,472</b>	<b>16,993,515</b>	<b>0</b>	<b>16,993,515</b>	<b>13,007,585</b>	<b>0</b>
<b>Ending Fund Balance</b>	<b>83,770</b>	<b>53,578</b>	<b>83,770</b>	<b>130,069</b>	<b>213,839</b>	<b>83,770</b>	<b>0</b>	<b>83,770</b>	<b>83,770</b>	<b>0</b>
Legally Restricted/Designated										
Unrestricted Reserve:										
Future Employment Costs for 23-24	2,996,888	0	2,996,888	0	2,996,888	0	0	0	0	0
Future Employment Costs for 24-25	3,985,930	0	3,985,930	0	3,985,930	0	0	0	0	0
Future Employment Costs for 25-26	0	0	0	0	0	0	0	0	0	0
Future Employment Minimum Wage	0	0	1,000,000	0	1,000,000	800,000	200,000	200,000	600,000	600,000
LCFF Supplemental Balance	0	0	0	0	0	750,000	750,000	750,000	750,000	750,000
Social Emotional Counselors	0	0	0	0	0	670,000	670,000	670,000	670,000	670,000
RTI Math Coordinator-Elem 4.4 FTE	0	0	0	0	0	125,000	125,000	125,000	125,000	125,000
Laptop Replenishment	0	0	0	0	0	0	0	0	0	0
Hold for Repayment of 62.40 Charter ADA	632,452	632,452	632,452	632,452	632,452	250,000	250,000	250,000	250,000	250,000
Education Technology Specialist	0	0	0	0	0	0	0	0	0	0
Curriculum Master Plan	600,000	600,000	600,000	600,000	600,000	0	0	0	0	0
For Transportation	850,000	850,000	850,000	850,000	850,000	0	0	0	0	0
E-rate (60% District Costs)	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	372,695	372,695
For TK Aides 4@7hrs for 22-23 & 8@7hrs for 23-24	0	0	372,695	372,695	372,695	3,375,510	3,375,510	3,375,510	3,408,300	3,408,300
Reserve 3% Econ. Uncert.	4,218,948	4,218,948	3,422,549	3,422,549	3,422,549	3,375,510	3,375,510	3,375,510	6,547,820	6,547,820
Undesignated	7,533,328	7,533,328	5,546,119	5,546,119	7,86%	5,880,610	5,880,610	5,880,610	8,23%	8,75%
% Unrestricted Reserve Including 3% Econ. Uncert.										

G = General  
Ledger Data; S =  
Supplemental  
Data

Data Supplied For:			
Form	Description	2022-23 Estimated Actuals	2023-24 Budget
01	General Fund/County School Service Fund	GS	GS
08	Student Activity Special Revenue Fund	G	G
09	Charter Schools Special Revenue Fund		
10	Special Education Pass-Through Fund		
11	Adult Education Fund	G	G
12	Child Development Fund		
13	Cafeteria Special Revenue Fund	G	G
14	Deferred Maintenance Fund	G	G
15	Pupil Transportation Equipment Fund		
17	Special Reserve Fund for Other Than Capital Outlay Projects		
18	School Bus Emissions Reduction Fund		
19	Foundation Special Revenue Fund		
20	Special Reserve Fund for Postemployment Benefits	G	G
21	Building Fund	G	G
25	Capital Facilities Fund	G	G
30	State School Building Lease-Purchase Fund		
35	County School Facilities Fund		
40	Special Reserve Fund for Capital Outlay Projects	G	G
49	Capital Project Fund for Blended Component Units		

51	Bond Interest and Redemption Fund	G	G
52	Debt Service Fund for Blended Component Units		
53	Tax Override Fund		
56	Debt Service Fund	G	G
57	Foundation Permanent Fund		
61	Cafeteria Enterprise Fund		
62	Charter Schools Enterprise Fund		
63	Other Enterprise Fund		
66	Warehouse Revolving Fund		
67	Self-Insurance Fund		
71	Retiree Benefit Fund		
73	Foundation Private-Purpose Trust Fund	G	G
76	Warrant/Pass-Through Fund		
95	Student Body Fund		
A	Average Daily Attendance	S	S
ASSET	Schedule of Capital Assets	S	
CASH	Cashflow Worksheet		
CB	Budget Certification		S
CC	Workers' Compensation Certification		S
CEA	Current Expense Formula/Minimum Classroom Comp. - Actuals	GS	
CEB	Current Expense Formula/Minimum Classroom Comp. - Budget		GS
DEBT	Schedule of Long-Term Liabilities	S	
ESMOE	Every Student Succeeds Act Maintenance of Effort	GS	
ICR	Indirect Cost Rate Worksheet	GS	
L	Lottery Report	GS	

MYP	Multiyear Projections - General Fund		GS
SEA	Special Education Revenue Allocations		
SEAS	Special Education Revenue Allocations Setup (SELPA Selection)	S	S
SIAA	Summary of Interfund Activities - Actuals	G	
SIAB	Summary of Interfund Activities - Budget		G
01CS	Criteria and Standards Review	GS	GS



Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>A. REVENUES</b>									
1) LCFF Sources		8010-8099	81,697,495.00	0.00	81,697,495.00	85,285,407.00	0.00	85,285,407.00	4.4%
2) Federal Revenue		8100-8299	0.00	15,240,822.00	15,240,822.00	0.00	7,121,026.00	7,121,026.00	-53.3%
3) Other State Revenue		8300-8599	1,250,302.00	16,522,712.00	17,773,014.00	1,964,470.00	7,901,901.00	9,866,371.00	-44.5%
4) Other Local Revenue		8600-8799	7,505,218.00	2,659,300.00	10,164,518.00	7,024,738.00	953,010.00	7,977,748.00	-21.5%
5) TOTAL, REVENUES			90,453,015.00	34,422,934.00	124,875,949.00	94,274,615.00	15,975,937.00	110,250,552.00	-11.7%
<b>B. EXPENDITURES</b>									
1) Certificated Salaries		1000-1999	32,895,996.00	10,430,324.00	43,326,320.00	32,541,803.00	9,960,157.00	42,501,960.00	-1.9%
2) Classified Salaries		2000-2999	11,969,379.00	6,220,451.00	18,189,830.00	11,341,482.00	5,850,764.00	17,192,246.00	-5.5%
3) Employee Benefits		3000-3999	18,852,148.00	10,700,810.00	29,552,958.00	19,655,857.90	11,251,410.00	30,907,267.90	4.6%
4) Books and Supplies		4000-4999	4,392,324.00	24,183,994.00	28,576,318.00	3,170,116.00	2,687,712.00	5,857,828.00	-79.5%
5) Services and Other Operating Expenditures		5000-5999	7,608,767.00	10,327,177.00	17,935,944.00	8,225,859.00	7,928,729.00	16,154,588.00	-9.9%
6) Capital Outlay		6000-6999	214,981.00	809,874.00	1,024,855.00	154,862.00	290,859.00	445,721.00	-56.5%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	25,362.00	0.00	25,362.00	25,362.00	0.00	25,362.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(2,010,764.00)	2,010,764.00	0.00	(982,525.00)	982,525.00	0.00	0.0%
9) TOTAL, EXPENDITURES			73,946,193.00	64,683,394.00	138,631,587.00	74,132,816.90	38,952,156.00	113,084,972.90	-18.4%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>									
			16,504,822.00	(30,260,560.00)	(13,755,738.00)	20,141,798.10	(22,976,219.00)	(2,834,420.90)	-79.4%
<b>D. OTHER FINANCING SOURCES/USES</b>									
1) Interfund Transfers									
a) Transfers In		8900-8929	2,500,000.00	0.00	2,500,000.00	2,500,000.00	0.00	2,500,000.00	0.0%
b) Transfers Out		7600-7629	2,000,000.00	0.00	2,000,000.00	1,000,000.00	0.00	1,000,000.00	-50.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(22,689,709.00)	22,689,709.00	0.00	(23,052,710.00)	23,052,710.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(22,189,709.00)	22,689,709.00	500,000.00	(21,552,710.00)	23,052,710.00	1,500,000.00	200.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>									
			(5,684,887.00)	(7,570,851.00)	(13,255,738.00)	(1,410,911.90)	76,491.00	(1,334,420.90)	-89.9%
<b>F. FUND BALANCE, RESERVES</b>									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	27,086,201.00	7,624,428.00	34,710,629.00	21,401,314.00	53,577.00	21,454,891.00	-38.2%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
c) As of July 1 - Audited (F1a + F1b)			27,086,201.00	7,624,428.00	34,710,629.00	21,401,314.00	53,577.00	21,454,891.00	-38.2%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			27,086,201.00	7,624,428.00	34,710,629.00	21,401,314.00	53,577.00	21,454,891.00	-38.2%
2) Ending Balance, June 30 (E + F1e)			21,401,314.00	53,577.00	21,454,891.00	19,990,402.10	130,068.00	20,120,470.10	-6.2%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	40,000.00	0.00	40,000.00	0.00	0.00	0.00	-100.0%
Stores		9712	43,009.86	0.00	43,009.86	0.00	0.00	0.00	-100.0%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	53,578.00	53,578.00	0.00	130,069.00	130,069.00	142.8%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	9,565,270.00	0.00	9,565,270.00	10,937,965.00	0.00	10,937,965.00	14.4%
Future Employment Costs	0000	9760	6,982,818.00		6,982,818.00			0.00	
Charter Repayment	0000	9760	632,452.00		632,452.00			0.00	
Curriculum Master Plan	0000	9760	600,000.00		600,000.00			0.00	
Transportation	0000	9760	850,000.00		850,000.00			0.00	
E-rate	0000	9760	500,000.00		500,000.00			0.00	
Future Employment Costs	0000	9760			0.00	6,982,818.00		6,982,818.00	
LCFF Supplemental Balance	0000	9760			0.00	1,000,000.00		1,000,000.00	
Charter Repayment	0000	9760			0.00	632,452.00		632,452.00	
Curriculum Master Plan	0000	9760			0.00	600,000.00		600,000.00	
Transportation	0000	9760			0.00	850,000.00		850,000.00	
E-rate	0000	9760			0.00	500,000.00		500,000.00	
Transitional Kindergarten Aides	0000	9760			0.00	372,695.00		372,695.00	
d) Assigned									
Other Assignments		9780	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	11,753,034.14	(1.00)	11,753,033.14	9,052,437.10	(1.00)	9,052,436.10	-23.0%
<b>G. ASSETS</b>									
1) Cash									
a) in County Treasury		9110	50,878,577.82	(4,831,348.49)	46,047,229.33				
1) Fair Value Adjustment to Cash in County Treasury		9111	(827,497.39)	0.00	(827,497.39)				

Budget, July 1  
General Fund  
Unrestricted and Restricted  
Expenditures by Object

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
b) in Banks		9120	50,002.73	0.00	50,002.73				
c) in Revolving Cash Account		9130	40,000.00	0.00	40,000.00				
d) with Fiscal Agent/Trustee		9135	0.00	0.00	0.00				
e) Collections Awaiting Deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	223,393.39	1,821,733.81	2,045,127.20				
4) Due from Grantor Government		9290	0.00	0.00	0.00				
5) Due from Other Funds		9310	0.00	0.00	0.00				
6) Stores		9320	43,009.86	0.00	43,009.86				
7) Prepaid Expenditures		9330	0.00	0.00	0.00				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) Lease Receivable		9380	0.00	0.00	0.00				
10) TOTAL, ASSETS			50,407,486.41	(3,009,614.68)	47,397,871.73				
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>									
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00				
2) TOTAL, DEFERRED OUTFLOWS			0.00	0.00	0.00				
<b>I. LIABILITIES</b>									
1) Accounts Payable		9500	3,304,449.55	98,791.76	3,403,241.31				
2) Due to Grantor Governments		9590	0.00	0.00	0.00				
3) Due to Other Funds		9610	0.00	0.00	0.00				
4) Current Loans		9640	0.00	0.00	0.00				
5) Unearned Revenue		9650	0.00	0.00	0.00				
6) TOTAL, LIABILITIES			3,304,449.55	98,791.76	3,403,241.31				
<b>J. DEFERRED INFLOWS OF RESOURCES</b>									
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00				
2) TOTAL, DEFERRED INFLOWS			0.00	0.00	0.00				
<b>K. FUND EQUITY</b>									
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			47,103,036.86	(3,108,406.44)	43,994,630.42				
<b>LCFF SOURCES</b>									
Principal Apportionment									
State Aid - Current Year		8011	17,482,918.00	0.00	17,482,918.00	18,972,983.00	0.00	18,972,983.00	8.5%
Education Protection Account State Aid - Current Year		8012	1,210,695.00	0.00	1,210,696.00	1,172,392.00	0.00	1,172,392.00	-3.2%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Budget, July 1  
General Fund  
Unrestricted and Restricted  
Expenditures by Object

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>Tax Relief Subventions</b>									
Homeowners' Exemptions		8021	259,815.00	0.00	259,815.00	268,975.00	0.00	268,975.00	3.5%
Timber Yield Tax		8022	30.00	0.00	30.00	31.00	0.00	31.00	3.3%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>County &amp; District Taxes</b>									
Secured Roll Taxes		8041	54,979,972.00	0.00	54,979,972.00	56,918,686.00	0.00	56,918,686.00	3.5%
Unsecured Roll Taxes		8042	1,101,643.00	0.00	1,101,643.00	1,140,483.00	0.00	1,140,483.00	3.5%
Prior Years' Taxes		8043	80,988.00	0.00	80,988.00	83,836.00	0.00	83,836.00	3.5%
Supplemental Taxes		8044	768,670.00	0.00	768,670.00	799,417.00	0.00	799,417.00	4.0%
Education Revenue Augmentation Fund (ERAF)		8045	1,439,569.00	0.00	1,439,569.00	1,497,152.00	0.00	1,497,152.00	4.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	8,388,957.00	0.00	8,388,957.00	8,694,673.00	0.00	8,694,673.00	3.6%
Penalties and Interest from Delinquent Taxes		8048	6,532.00	0.00	6,532.00	6,793.00	0.00	6,793.00	4.0%
<b>Miscellaneous Funds (EC 41604)</b>									
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	10,783.00	0.00	10,783.00	11,170.00	0.00	11,170.00	3.6%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Subtotal, LCFF Sources</b>			<b>85,730,573.00</b>	<b>0.00</b>	<b>85,730,573.00</b>	<b>89,566,591.00</b>	<b>0.00</b>	<b>89,566,591.00</b>	<b>4.5%</b>
<b>LCFF Transfers</b>									
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00		0.00	0.00		0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(4,033,078.00)	0.00	(4,033,078.00)	(4,281,184.00)	0.00	(4,281,184.00)	6.2%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, LCFF SOURCES</b>			<b>81,697,495.00</b>	<b>0.00</b>	<b>81,697,495.00</b>	<b>85,285,407.00</b>	<b>0.00</b>	<b>85,285,407.00</b>	<b>4.4%</b>
<b>FEDERAL REVENUE</b>									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	1,437,110.00	1,437,110.00	0.00	1,437,110.00	1,437,110.00	0.0%
Special Education Discretionary Grants		8182	0.00	359,419.00	359,419.00	0.00	92,954.00	92,954.00	-74.1%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290		1,243,148.00	1,243,148.00		730,890.00	730,890.00	-41.2%
Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290		215,351.00	215,351.00		159,383.00	159,383.00	-26.0%
Title III, Part A, Immigrant Student Program	4201	8290		27,279.00	27,279.00		0.00	0.00	-100.0%
Title III, Part A, English Learner Program	4203	8290		197,414.00	197,414.00		168,019.00	168,019.00	-14.9%
Public Charter Schools Grant Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	3040, 3060, 3061, 3110, 3150, 3155, 3180, 3182, 4037, 4123, 4124, 4126, 4127, 4128, 5630	8290		415,761.00	415,761.00		86,868.00	86,868.00	-79.1%
Career and Technical Education	3500-3599	8290		73,511.00	73,511.00		83,140.00	83,140.00	13.1%
All Other Federal Revenue	All Other	8290	0.00	11,271,829.00	11,271,829.00	0.00	4,362,662.00	4,362,662.00	-61.3%
<b>TOTAL, FEDERAL REVENUE</b>			<b>0.00</b>	<b>15,240,822.00</b>	<b>15,240,822.00</b>	<b>0.00</b>	<b>7,121,026.00</b>	<b>7,121,026.00</b>	<b>-53.3%</b>
<b>OTHER STATE REVENUE</b>									
Other State Apportionments									
ROC/P Entitlement									
Prior Years	6360	8319		0.00	0.00		0.00	0.00	0.0%
Special Education Master Plan									
Current Year	6500	8311		0.00	0.00		0.00	0.00	0.0%
Prior Years	6500	8319		0.00	0.00		0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	299,070.00	0.00	299,070.00	341,540.00	0.00	341,540.00	14.2%
Lottery - Unrestricted and Instructional Materials		8550	951,232.00	374,948.00	1,326,180.00	930,768.00	426,276.00	1,357,044.00	2.3%
Tax Relief Subventions									
Restricted Levies - Other									
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590		316,911.00	316,911.00		288,177.00	288,177.00	-9.1%

Budget, July 1  
General Fund  
Unrestricted and Restricted  
Expenditures by Object

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 8690, 6695	8590		0.00	0.00		0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590		0.00	0.00		0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590		908,307.00	908,307.00		570,367.00	570,367.00	-37.2%
American Indian Early Childhood Education	7210	8590		0.00	0.00		0.00	0.00	0.0%
Specialized Secondary	7370	8590		0.00	0.00		0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	14,922,546.00	14,922,546.00	692,162.00	6,617,081.00	7,309,243.00	-51.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>1,250,302.00</b>	<b>16,522,712.00</b>	<b>17,773,014.00</b>	<b>1,964,470.00</b>	<b>7,901,901.00</b>	<b>9,866,371.00</b>	<b>-44.5%</b>
<b>OTHER LOCAL REVENUE</b>									
Other Local Revenue									
County and District Taxes									
Other Restricted Levies									
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes									
Parcel Taxes		8621	6,577,769.00	0.00	6,577,769.00	6,544,882.00	0.00	6,544,882.00	-0.5%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales									
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	7,000.00	419,051.00	426,051.00	0.00	557,336.00	557,336.00	30.8%
Interest		8660	386,111.00	0.00	386,111.00	386,111.00	0.00	386,111.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts									
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	2,189.00	2,189.00	0.00	0.00	0.00	-100.0%
Other Local Revenue									
Plus: Miscellaneous Funds Non-LCFF (50 Percent) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenue from Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	534,338.00	2,718,990.00	3,253,328.00	93,745.00	876,604.00	970,349.00	-70.2%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Apportionments									
Special Education SELPA Transfers									
From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8792		(480,930.00)	(480,930.00)		(480,930.00)	(480,930.00)	0.0%
From JPAs	6500	8793		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			7,505,218.00	2,659,300.00	10,164,518.00	7,024,738.00	953,010.00	7,977,748.00	-21.5%
TOTAL, REVENUES			90,453,015.00	34,422,834.00	124,875,849.00	94,274,615.00	15,975,937.00	110,250,552.00	-11.7%
CERTIFICATED SALARIES									
Certificated Teachers' Salaries		1100	25,162,557.00	7,210,856.00	32,373,413.00	25,055,840.00	6,898,832.00	31,944,672.00	-1.3%
Certificated Pupil Support Salaries		1200	3,580,041.00	1,730,389.00	5,310,430.00	3,449,023.00	1,725,492.00	5,175,515.00	-2.5%
Certificated Supervisors' and Administrators' Salaries		1300	3,970,881.00	760,425.00	4,721,306.00	3,904,626.00	792,026.00	4,696,652.00	-0.5%
Other Certificated Salaries		1900	182,517.00	738,654.00	921,171.00	132,314.00	552,807.00	685,121.00	-25.6%
TOTAL, CERTIFICATED SALARIES			32,895,996.00	10,430,324.00	43,326,320.00	32,541,803.00	9,960,157.00	42,501,960.00	-1.9%
CLASSIFIED SALARIES									
Classified Instructional Salaries		2100	1,657,507.00	2,591,043.00	4,248,550.00	1,420,221.00	2,415,708.00	3,835,929.00	-8.7%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Classified Support Salaries		2200	5,249,537.00	2,866,708.00	8,136,245.00	5,061,470.00	2,798,476.00	7,859,946.00	-3.4%
Classified Supervisors' and Administrators' Salaries		2300	1,180,113.00	305,199.00	1,485,312.00	1,166,027.00	386,100.00	1,552,127.00	4.5%
Clerical, Technical and Office Salaries		2400	3,641,485.00	246,154.00	3,887,639.00	3,555,599.00	243,280.00	3,798,879.00	-2.3%
Other Classified Salaries		2900	240,737.00	191,347.00	432,084.00	138,165.00	7,200.00	145,365.00	-66.4%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>11,969,379.00</b>	<b>6,220,451.00</b>	<b>18,189,830.00</b>	<b>11,341,482.00</b>	<b>5,850,764.00</b>	<b>17,192,246.00</b>	<b>-5.5%</b>
<b>EMPLOYEE BENEFITS</b>									
STRS		3101-3102	6,059,290.00	5,605,932.00	11,665,222.00	6,204,445.00	5,724,514.00	11,928,959.00	2.3%
PERS		3201-3202	2,736,550.00	1,330,615.00	4,067,165.00	2,742,781.00	1,442,291.00	4,185,072.00	2.9%
OASDI/Medicare/Alternative		3301-3302	1,426,045.00	618,094.00	2,044,139.00	1,363,141.00	597,521.00	1,960,662.00	-4.1%
Health and Welfare Benefits		3401-3402	6,965,914.00	2,761,307.00	9,727,221.00	7,801,217.90	3,107,001.00	10,908,218.90	12.1%
Unemployment Insurance		3501-3502	228,522.00	80,412.00	308,934.00	53,457.00	70,579.00	124,036.00	-59.9%
Workers' Compensation		3601-3602	858,120.00	303,448.00	1,161,568.00	868,638.00	309,504.00	1,178,142.00	1.4%
OPEB, Allocated		3701-3702	577,707.00	1,002.00	578,709.00	622,178.00	0.00	622,178.00	7.5%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>18,852,148.00</b>	<b>10,700,810.00</b>	<b>29,552,958.00</b>	<b>19,655,857.90</b>	<b>11,251,410.00</b>	<b>30,907,267.90</b>	<b>4.6%</b>
<b>BOOKS AND SUPPLIES</b>									
Approved Textbooks and Core Curricula Materials		4100	279,714.00	264,072.00	543,786.00	342,517.00	0.00	342,517.00	-37.0%
Books and Other Reference Materials		4200	585,771.00	346,834.00	932,605.00	662,531.00	788.00	663,319.00	-28.9%
Materials and Supplies		4300	3,213,184.00	23,167,602.00	26,380,786.00	1,838,553.00	2,680,923.00	4,519,476.00	-82.9%
Noncapitalized Equipment		4400	313,655.00	405,486.00	719,141.00	326,515.00	6,001.00	332,516.00	-53.8%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>4,392,324.00</b>	<b>24,183,994.00</b>	<b>28,576,318.00</b>	<b>3,170,116.00</b>	<b>2,687,712.00</b>	<b>5,857,828.00</b>	<b>-79.5%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>									
Subagreements for Services		5100	0.00	3,074,802.00	3,074,802.00	193,991.00	3,291,802.00	3,485,793.00	13.4%
Travel and Conferences		5200	112,042.00	378,278.00	490,320.00	82,667.00	189,058.00	271,725.00	-44.6%
Dues and Memberships		5300	62,678.00	6,018.00	68,696.00	62,813.00	1,098.00	63,911.00	-7.0%
Insurance		5400 - 5450	1,099,725.00	0.00	1,099,725.00	1,365,100.00	0.00	1,365,100.00	24.1%
Operations and Housekeeping Services		5500	2,821,891.00	0.00	2,821,891.00	3,006,775.00	0.00	3,006,775.00	6.6%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	407,777.00	955,423.00	1,363,200.00	429,481.00	651,000.00	1,080,481.00	-20.7%
Transfers of Direct Costs		5710	(9,998.00)	9,998.00	0.00	(1,104.00)	1,104.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	2,764,975.00	5,710,762.00	8,475,737.00	2,664,216.00	3,794,667.00	6,458,883.00	-23.6%



Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Communications		5900	349,677.00	191,896.00	541,573.00	421,920.00	0.00	421,920.00	-22.1%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>7,608,767.00</b>	<b>10,327,177.00</b>	<b>17,935,944.00</b>	<b>8,225,859.00</b>	<b>7,928,729.00</b>	<b>16,154,588.00</b>	<b>-9.9%</b>
<b>CAPITAL OUTLAY</b>									
Land		6100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	530,636.00	530,636.00	0.00	0.00	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	125,465.00	84,493.00	209,958.00	98,946.00	70,000.00	168,946.00	-19.5%
Equipment Replacement		6500	89,516.00	194,745.00	284,261.00	55,916.00	220,859.00	276,775.00	-2.6%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>214,981.00</b>	<b>809,874.00</b>	<b>1,024,855.00</b>	<b>154,862.00</b>	<b>290,859.00</b>	<b>445,721.00</b>	<b>-56.5%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>									
Tuition									
Tuition for Instruction Under Interdistrict									
Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	17,063.00	0.00	17,063.00	17,063.00	0.00	17,063.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments									
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	8,299.00	0.00	8,299.00	8,299.00	0.00	8,299.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues									
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments									
To Districts or Charter Schools	6500	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6500	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6500	7223		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers of Apportionments									
To Districts or Charter Schools	6360	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6360	7222		0.00	0.00		0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
To JPAs	6360	7223		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service									
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			25,362.00	0.00	25,362.00	25,362.00	0.00	25,362.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS									
Transfers of Indirect Costs		7310	(2,010,764.00)	2,010,764.00	0.00	(982,525.00)	982,525.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(2,010,764.00)	2,010,764.00	0.00	(982,525.00)	982,525.00	0.00	0.0%
TOTAL, EXPENDITURES			73,948,193.00	64,683,394.00	138,631,587.00	74,132,816.90	38,952,156.00	113,084,972.90	-18.4%
INTERFUND TRANSFERS									
INTERFUND TRANSFERS IN									
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	2,500,000.00	0.00	2,500,000.00	2,500,000.00	0.00	2,500,000.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			2,500,000.00	0.00	2,500,000.00	2,500,000.00	0.00	2,500,000.00	0.0%
INTERFUND TRANSFERS OUT									
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	2,000,000.00	0.00	2,000,000.00	1,000,000.00	0.00	1,000,000.00	-50.0%
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			2,000,000.00	0.00	2,000,000.00	1,000,000.00	0.00	1,000,000.00	-50.0%
OTHER SOURCES/USES									
SOURCES									
State Apportionments									
Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds									
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources									

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds									
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>USES</b>									
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>									
Contributions from Unrestricted Revenues		8980	(22,689,709.00)	22,689,709.00	0.00	(23,052,710.00)	23,052,710.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			(22,689,709.00)	22,689,709.00	0.00	(23,052,710.00)	23,052,710.00	0.00	0.0%
<b>TOTAL, OTHER FINANCING SOURCES/USES (a- b + c - d + e)</b>			(22,189,709.00)	22,689,709.00	500,000.00	(21,552,710.00)	23,052,710.00	1,500,000.00	200.0%

Budget, July 1  
General Fund  
Unrestricted and Restricted  
Expenditures by Function

Description	Function Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
<b>A. REVENUES</b>									
1) LCFF Sources		8010-8099	81,697,495.00	0.00	81,697,495.00	85,285,407.00	0.00	85,285,407.00	4.4%
2) Federal Revenue		8100-8299	0.00	15,240,822.00	15,240,822.00	0.00	7,121,026.00	7,121,026.00	-53.3%
3) Other State Revenue		8300-8599	1,250,302.00	16,522,712.00	17,773,014.00	1,964,470.00	7,901,901.00	9,866,371.00	-44.5%
4) Other Local Revenue		8600-8799	7,505,218.00	2,659,300.00	10,164,518.00	7,024,738.00	953,010.00	7,977,748.00	-21.5%
5) TOTAL, REVENUES			90,453,015.00	34,422,834.00	124,875,849.00	94,274,615.00	15,975,937.00	110,250,552.00	-11.7%
<b>B. EXPENDITURES (Objects 1000-7999)</b>									
1) Instruction		1000-1999	38,524,570.00	45,630,425.00	84,154,995.00	37,526,062.90	24,945,916.00	62,471,978.90	-25.8%
2) Instruction - Related Services		2000-2999	11,066,740.00	3,720,593.00	14,787,333.00	10,784,492.00	2,651,863.00	13,436,355.00	-9.1%
3) Pupil Services		3000-3999	6,677,991.00	6,537,988.00	13,215,979.00	6,692,029.00	6,271,173.00	12,963,202.00	-1.9%
4) Ancillary Services		4000-4999	2,250,347.00	59,858.00	2,310,205.00	1,931,233.00	27,798.00	1,959,031.00	-15.2%
5) Community Services		5000-5999	0.00	3,000.00	3,000.00	0.00	0.00	0.00	-100.0%
6) Enterprise		6000-6999	149,728.00	360,717.00	510,445.00	149,242.00	262,654.00	411,896.00	-19.3%
7) General Administration		7000-7999	5,458,659.00	2,992,754.00	8,451,413.00	6,951,782.00	1,371,402.00	8,323,184.00	-1.5%
8) Plant Services		8000-8999	9,787,804.00	5,378,059.00	15,165,863.00	10,088,114.00	3,421,350.00	13,489,464.00	-11.1%
9) Other Outgo		9000-9999	Except 7600-7699 32,354.00	0.00	32,354.00	29,862.00	0.00	29,862.00	-7.7%
10) TOTAL, EXPENDITURES			73,948,193.00	64,683,394.00	138,631,587.00	74,132,816.90	38,952,156.00	113,084,972.90	-18.4%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			16,504,822.00	(30,260,560.00)	(13,755,738.00)	20,141,798.10	(22,976,219.00)	(2,834,420.90)	-79.4%
<b>D. OTHER FINANCING SOURCES/USES</b>									
1) Interfund Transfers									
a) Transfers In		8900-8929	2,500,000.00	0.00	2,500,000.00	2,500,000.00	0.00	2,500,000.00	0.0%
b) Transfers Out		7600-7629	2,000,000.00	0.00	2,000,000.00	1,000,000.00	0.00	1,000,000.00	-50.0%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(22,689,709.00)	22,689,709.00	0.00	(23,052,710.00)	23,052,710.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(22,189,709.00)	22,689,709.00	500,000.00	(21,552,710.00)	23,052,710.00	1,500,000.00	200.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(5,684,887.00)	(7,570,851.00)	(13,255,738.00)	(1,410,911.90)	76,491.00	(1,334,420.90)	-89.9%
<b>F. FUND BALANCE, RESERVES</b>									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	27,086,201.00	7,624,428.00	34,710,629.00	21,401,314.00	53,577.00	21,454,891.00	-38.2%

Budget, July 1  
General Fund  
Unrestricted and Restricted  
Expenditures by Function

Description	Function Codes	Object Codes	2022-23 Estimated Actuals			2023-24 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			27,086,201.00	7,624,428.00	34,710,629.00	21,401,314.00	53,577.00	21,454,891.00	-38.2%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			27,086,201.00	7,624,428.00	34,710,629.00	21,401,314.00	53,577.00	21,454,891.00	-38.2%
2) Ending Balance, June 30 (E + F1e)			21,401,314.00	53,577.00	21,454,891.00	19,990,402.10	130,069.00	20,120,470.10	-6.2%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	40,000.00	0.00	40,000.00	0.00	0.00	0.00	-100.0%
Stores		9712	43,009.86	0.00	43,009.86	0.00	0.00	0.00	-100.0%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	53,578.00	53,578.00	0.00	130,069.00	130,069.00	142.8%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	9,565,270.00	0.00	9,565,270.00	10,937,965.00	0.00	10,937,965.00	14.4%
Future Employment Costs	0000	9760	6,982,818.00		6,982,818.00			0.00	
Charter Repayment	0000	9760	632,452.00		632,452.00			0.00	
Curriculum Master Plan	0000	9760	600,000.00		600,000.00			0.00	
Transportation	0000	9760	850,000.00		850,000.00			0.00	
E-rate	0000	9760	500,000.00		500,000.00			0.00	
Future Employment Costs	0000	9760			0.00	6,982,818.00		6,982,818.00	
LCFF Supplemental Balance	0000	9760			0.00	1,000,000.00		1,000,000.00	
Charter Repayment	0000	9760			0.00	632,452.00		632,452.00	
Curriculum Master Plan	0000	9760			0.00	600,000.00		600,000.00	
Transportation	0000	9760			0.00	850,000.00		850,000.00	
E-rate	0000	9760			0.00	500,000.00		500,000.00	
Transitional Kindergarten Aides	0000	9760			0.00	372,695.00		372,695.00	
d) Assigned									
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	11,753,034.14	(1.00)	11,753,033.14	9,052,437.10	(1.00)	9,052,436.10	-23.0%

Santa Cruz City Elementary/High  
Santa Cruz County

Budget, July 1  
General Fund  
Exhibit: Restricted Balance Detail

44 40251 0000000  
Form 01  
E8BH8F72AJ(2023-24)

Resource	Description	2022-23 Estimated Actuals	2023-24 Budget
9010	Other Restricted Local	53,578.00	130,069.00
Total, Restricted Balance		53,578.00	130,069.00

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			0.00	0.00	0.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			0.00	0.00	0.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	625,987.00	625,987.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			625,987.00	625,987.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			625,987.00	625,987.00	0.0%
2) Ending Balance, June 30 (E + F1e)			625,987.00	625,987.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	625,987.00	625,987.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	625,987.10		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			625,987.10		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenues		9650	0.00		
6) TOTAL, LIABILITIES			0.00		



Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			625,987.10		
<b>REVENUES</b>					
Sale of Equipment and Supplies		8631	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
All Other Local Revenue		8699	0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	0.0%
<b>CERTIFICATED SALARIES</b>					
Certificated Teachers' Salaries		1100	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
<b>CLASSIFIED SALARIES</b>					
Classified Instructional Salaries		2100	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>					

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.0%
<b>CAPITAL OUTLAY</b>					
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>					
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
<b>TOTAL, EXPENDITURES</b>					
			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a- b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			0.00	0.00	0.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			0.00	0.00	0.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	625,987.00	625,987.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			625,987.00	625,987.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			625,987.00	625,987.00	0.0%
2) Ending Balance, June 30 (E + F1e)			625,987.00	625,987.00	0.0%
Components of Ending Fund Balance					

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	625,987.00	625,987.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2022-23 Estimated Actuals	2023-24 Budget
8210	Student Activity Funds	625,987.00	625,987.00
Total, Restricted Balance		625,987.00	625,987.00

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	22,383.00	22,578.00	0.9%
5) TOTAL, REVENUES			22,383.00	22,578.00	0.9%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	22,578.00	22,578.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			22,578.00	22,578.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(195.00)	0.00	-100.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(195.00)	0.00	-100.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	48,593.00	48,398.00	-0.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			48,593.00	48,398.00	-0.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			48,593.00	48,398.00	-0.4%
2) Ending Balance, June 30 (E + F1e)			48,398.00	48,398.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	2,158.00	2,158.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	46,240.00	46,240.00	0.0%
e) Unassigned/Unappropriated Reserve for Economic Uncertainties					
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	44,737.33		
1) Fair Value Adjustment to Cash in County Treasury		9111	(1,282.76)		
b) in Banks		9120	52.50		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
Investments		9150	0.00		
Accounts Receivable		9200	0.00		
Due from Grantor Government		9290	0.00		

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			43,507.07		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	(1.00)		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			(1.00)		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
(G10 + H2) - (I6 + J2)			43,508.07		
<b>LCFF SOURCES</b>					
LCFF Transfers					
LCFF Transfers - Current Year		8091	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.0%
<b>FEDERAL REVENUE</b>					
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>					
Other State Apportionments					
All Other State Apportionments - Current Year		8311	0.00	0.00	0.0%
All Other State Apportionments - Prior Years		8319	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
Adult Education Program	6391	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	563.00	565.00	0.4%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Adult Education Fees		8671	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	21,820.00	22,013.00	0.9%
Tuition		8710	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			22,383.00	22,578.00	0.9%
TOTAL, REVENUES			22,383.00	22,578.00	0.9%
<b>CERTIFICATED SALARIES</b>					
Certificated Teachers' Salaries		1100	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%



Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
<b>TOTAL, CERTIFICATED SALARIES</b>			0.00	0.00	0.0%
<b>CLASSIFIED SALARIES</b>					
Classified Instructional Salaries		2100	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			0.00	0.00	0.0%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	20,578.00	20,578.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	2,000.00	2,000.00	0.0%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			22,578.00	22,578.00	0.0%
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			0.00	0.00	0.0%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Tuition					
Tuition, Excess Costs, and/or Deficit Payments					
Payments to Districts or Charter Schools		7141	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.0%
Other Transfers Out					
Transfers of Pass-Through Revenues					
To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest					
Other Debt Service - Principal		7438	0.00	0.00	0.0%
		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>					
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
TOTAL, EXPENDITURES			22,578.00	22,578.00	0.0%
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debl Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	22,383.00	22,578.00	0.9%
5) TOTAL, REVENUES			22,383.00	22,578.00	0.9%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		22,578.00	22,578.00	0.0%
9) Other Outgo	9000-9999	Excepl 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			22,578.00	22,578.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			(195.00)	0.00	-100.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(195.00)	0.00	-100.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	48,593.00	48,398.00	-0.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			48,593.00	48,398.00	-0.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			48,593.00	48,398.00	-0.4%
2) Ending Balance, June 30 (E + F1e)			48,398.00	48,398.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	2,158.00	2,158.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	46,240.00	46,240.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2022-23 Estimated Actuals	2023-24 Budget
9010	Other Restricted Local	2,158.00	2,158.00
Total, Restricted Balance		2,158.00	2,158.00

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFE Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	1,430,058.00	1,565,000.00	9.4%
3) Other State Revenue		8300-8599	2,206,614.00	1,000,000.00	-54.7%
4) Other Local Revenue		8600-8799	465,472.00	669,185.00	43.8%
5) TOTAL, REVENUES			4,102,144.00	3,234,185.00	-21.2%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	1,152,525.05	1,283,527.00	11.4%
3) Employee Benefits		3000-3999	697,521.95	833,728.00	19.5%
4) Books and Supplies		4000-4999	1,715,456.00	1,056,700.00	-38.4%
5) Services and Other Operating Expenditures		5000-5999	341,762.00	65,650.00	-80.8%
6) Capital Outlay		6000-6999	362,481.00	10,000.00	-97.2%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			4,269,746.00	3,249,605.00	-23.9%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(167,602.00)	(15,420.00)	-90.8%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions					
		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(167,602.00)	(15,420.00)	-90.8%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	485,214.00	317,612.00	-34.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			485,214.00	317,612.00	-34.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			485,214.00	317,612.00	-34.5%
2) Ending Balance, June 30 (E + F1e)					
			317,612.00	302,192.00	-4.9%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	39,934.87	0.00	-100.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	277,677.13	302,192.00	8.8%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated Reserve for Economic Uncertainties					
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	399,298.02		
1) Fair Value Adjustment to Cash in County Treasury		9111	(18,025.75)		
b) in Banks		9120	5,790.14		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments					
		9150	0.00		
3) Accounts Receivable					
		9200	312.00		
4) Due from Grantor Government					
		9290	0.00		

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
5) Due from Other Funds		9310	0.00		
6) Stores		9320	39,934.87		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			427,309.28		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	(534.00)		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			(534.00)		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
(G10 + H2) - (I6 + J2)			427,843.28		
<b>FEDERAL REVENUE</b>					
Child Nutrition Programs		8220	1,352,058.00	1,475,000.00	9.1%
Donated Food Commodities		8221	78,000.00	90,000.00	15.4%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			1,430,058.00	1,565,000.00	9.4%
<b>OTHER STATE REVENUE</b>					
Child Nutrition Programs		8520	2,056,614.00	1,000,000.00	-51.4%
All Other State Revenue		8590	150,000.00	0.00	-100.0%
TOTAL, OTHER STATE REVENUE			2,206,614.00	1,000,000.00	-54.7%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	150,600.00	150,600.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	8,672.00	7,377.00	-14.9%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	306,200.00	511,208.00	67.0%
TOTAL, OTHER LOCAL REVENUE			465,472.00	669,185.00	43.8%
TOTAL, REVENUES			4,102,144.00	3,234,185.00	-21.2%
<b>CERTIFICATED SALARIES</b>					
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	883,315.00	948,771.00	7.4%
Classified Supervisors' and Administrators' Salaries		2300	153,477.05	156,023.00	1.7%
Clerical, Technical and Office Salaries		2400	115,733.00	178,733.00	54.4%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			1,152,525.05	1,283,527.00	11.4%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	221,101.00	271,179.00	22.6%
OASDI/Medicare/Alternative		3301-3302	84,894.53	98,191.00	15.7%
Health and Welfare Benefits		3401-3402	364,470.00	438,455.00	20.3%
Unemployment Insurance		3501-3502	5,548.98	642.00	-88.4%
Workers' Compensation		3601-3602	21,507.44	25,261.00	17.5%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>697,521.95</b>	<b>833,728.00</b>	<b>19.5%</b>
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	292,649.00	171,700.00	-41.3%
Noncapitalized Equipment		4400	16,238.00	15,000.00	-7.6%
Food		4700	1,406,569.00	870,000.00	-38.1%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>1,715,456.00</b>	<b>1,056,700.00</b>	<b>-38.4%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	277,809.00	7,000.00	-97.5%
Dues and Memberships		5300	3,375.00	8,000.00	137.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	26,438.00	15,000.00	-43.3%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	33,510.00	35,000.00	4.4%
Communications		5900	630.00	650.00	3.2%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>341,762.00</b>	<b>65,650.00</b>	<b>-80.8%</b>
<b>CAPITAL OUTLAY</b>					
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	317,706.00	0.00	-100.0%
Equipment Replacement		6500	44,775.00	10,000.00	-77.7%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>362,481.00</b>	<b>10,000.00</b>	<b>-97.2%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>					
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>4,269,746.00</b>	<b>3,249,605.00</b>	<b>-23.9%</b>
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
From: General Fund		8916	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%



Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	1,430,058.00	1,565,000.00	9.4%
3) Other State Revenue		8300-8599	2,206,614.00	1,000,000.00	-54.7%
4) Other Local Revenue		8600-8799	465,472.00	669,185.00	43.8%
5) TOTAL, REVENUES			4,102,144.00	3,234,185.00	-21.2%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		3,974,040.00	3,249,605.00	-18.2%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		295,706.00	0.00	-100.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			4,269,746.00	3,249,605.00	-23.9%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			(167,602.00)	(15,420.00)	-90.8%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(167,602.00)	(15,420.00)	-90.8%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	485,214.00	317,612.00	-34.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			485,214.00	317,612.00	-34.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			485,214.00	317,612.00	-34.5%
2) Ending Balance, June 30 (E + F1e)			317,612.00	302,192.00	-4.9%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	39,934.87	0.00	-100.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	277,677.13	302,192.00	8.8%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2022-23 Estimated Actuals	2023-24 Budget
5310	Child Nutrition: School Programs (e.g., School Lunch, School Breakfast, Milk, Pregnant & Lactating Students)	230,071.13	254,586.00
5460	Child Nutrition: CACFP COVID-19 Emergency Operational Costs Reimbursement (ECR)	47,606.00	47,606.00
Total, Restricted Balance		277,677.13	302,192.00

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,025.00	1,025.00	0.0%
5) TOTAL, REVENUES			1,025.00	1,025.00	0.0%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1099	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			1,025.00	1,025.00	0.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions					
a) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			1,025.00	1,025.00	0.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	94,450.00	95,475.00	1.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			94,450.00	95,475.00	1.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			94,450.00	95,475.00	1.1%
2) Ending Balance, June 30 (E + F1e)			95,475.00	96,500.00	1.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
a) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	95,475.00	96,500.00	1.1%
e) Unassigned/Unappropriated Reserve for Economic Uncertainties					
Unassigned/Unappropriated Reserve		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	98,917.57		
1) Fair Value Adjustment to Cash in County Treasury		9111	(3,142.40)		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			95,775.17		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
(G10 + H2) - (I6 + J2)			95,775.17		
<b>LCFF SOURCES</b>					
LCFF Transfers					
LCFF Transfers - Current Year		8091	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>					
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	1,025.00	1,025.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			1,025.00	1,025.00	0.0%
TOTAL, REVENUES			1,025.00	1,025.00	0.0%
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CAPITAL OUTLAY</b>					
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8665	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8980	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,025.00	1,025.00	0.0%
5) TOTAL, REVENUES			1,025.00	1,025.00	0.0%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			1,025.00	1,025.00	0.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			1,025.00	1,025.00	0.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	94,450.00	95,475.00	1.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			94,450.00	95,475.00	1.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			94,450.00	95,475.00	1.1%
2) Ending Balance, June 30 (E + F1e)			95,475.00	96,500.00	1.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	95,475.00	96,500.00	1.1%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2022-23 Estimated Actuals	2023-24 Budget
Total, Restricted Balance		0.00	0.00

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFE Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	14,525.00	14,525.00	0.0%
5) TOTAL, REVENUES			14,525.00	14,525.00	0.0%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			14,525.00	14,525.00	0.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	2,000,000.00	1,000,000.00	-50.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8830-8879	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			2,000,000.00	1,000,000.00	-50.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			2,014,525.00	1,014,525.00	-49.6%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9781	9,622.00	2,024,147.00	20,936.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,622.00	2,024,147.00	20,936.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			9,622.00	2,024,147.00	20,936.7%
2) Ending Balance, June 30 (E + F1e)			2,024,147.00	3,038,672.00	50.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	2,024,147.00	3,038,672.00	50.1%
e) Unassigned/Unappropriated Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	2,025,847.02		
1) Fair Value Adjustment to Cash in County Treasury		9111	(320.12)		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		



Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			2,025,526.90		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
(G10 + H2) - (I6 + J2)			2,025,526.90		
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Interest		8660	14,525.00	14,525.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			14,525.00	14,525.00	0.0%
TOTAL, REVENUES			14,525.00	14,525.00	0.0%
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
From: General Fund/CSSF		8912	2,000,000.00	1,000,000.00	-50.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			2,000,000.00	1,000,000.00	-50.0%
<b>INTERFUND TRANSFERS OUT</b>					
To: General Fund/CSSF		7612	0.00	0.00	0.0%
To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			2,000,000.00	1,000,000.00	-50.0%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	14,525.00	14,525.00	0.0%
5) TOTAL, REVENUES			14,525.00	14,525.00	0.0%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			14,525.00	14,525.00	0.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	2,000,000.00	1,000,000.00	-50.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			2,000,000.00	1,000,000.00	-50.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			2,014,525.00	1,014,525.00	-49.6%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	9,622.00	2,024,147.00	20,936.7%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,622.00	2,024,147.00	20,936.7%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			9,622.00	2,024,147.00	20,936.7%
2) Ending Balance, June 30 (E + F1e)			2,024,147.00	3,038,672.00	50.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	2,024,147.00	3,038,672.00	50.1%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	2022-23 Estimated Actuals	2023-24 Budget
Total, Restricted Balance	0.00	0.00

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	720,518.00	643,500.00	-10.7%
5) TOTAL, REVENUES			720,518.00	643,500.00	-10.7%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	246,029.00	443,585.00	80.3%
3) Employee Benefits		3000-3999	118,414.00	237,542.00	100.6%
4) Books and Supplies		4000-4999	150,940.00	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	927,532.00	0.00	-100.0%
6) Capital Outlay		6000-6999	40,921,429.00	13,500,000.00	-67.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			42,364,344.00	14,181,127.00	-66.5%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(41,643,826.00)	(13,537,627.00)	-87.5%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	62,400,000.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			62,400,000.00	0.00	-100.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			20,756,174.00	(13,537,627.00)	-165.2%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	3,169,786.00	23,925,960.00	654.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,169,786.00	23,925,960.00	654.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,169,786.00	23,925,960.00	654.8%
2) Ending Balance, June 30 (E + F1e)			23,925,960.00	10,388,333.00	-56.6%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	23,925,960.00	10,388,333.00	-56.6%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	57,269,543.28		
1) Fair Value Adjustment to Cash in County Treasury		9111	(2,207,166.61)		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments					
		9150	0.00		
3) Accounts Receivable					
		9200	0.00		

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			55,062,376.67		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	(859,776.34)		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			(859,776.34)		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			55,922,153.01		
<b>FEDERAL REVENUE</b>					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>					
Tax Relief Subventions					
Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
County and District Taxes					
Other Restricted Levies					
Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes					
Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	720,518.00	843,500.00	-10.7%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			720,518.00	843,500.00	-10.7%
TOTAL, REVENUES			720,518.00	843,500.00	-10.7%
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	68,800.00	New
Classified Supervisors' and Administrators' Salaries		2300	186,746.00	313,543.00	67.9%
Clerical, Technical and Office Salaries		2400	59,283.00	61,152.00	3.2%
Other Classified Salaries		2900	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
<b>TOTAL, CLASSIFIED SALARIES</b>			246,029.00	443,585.00	80.3%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	58,394.00	115,128.00	97.2%
OASDI/Medicare/Alternative		3301-3302	18,115.00	33,933.00	87.3%
Health and Welfare Benefits		3401-3402	36,152.00	79,529.00	120.0%
Unemployment Insurance		3501-3502	1,184.00	222.00	-81.3%
Workers' Compensation		3601-3602	4,569.00	8,730.00	91.1%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			118,414.00	237,542.00	100.6%
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	3,552.00	0.00	-100.0%
Noncapitalized Equipment		4400	147,388.00	0.00	-100.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			150,940.00	0.00	-100.0%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	3,250.00	0.00	-100.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	924,282.00	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			927,532.00	0.00	-100.0%
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	40,453,943.00	13,500,000.00	-66.6%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	441,948.00	0.00	-100.0%
Equipment Replacement		6500	25,538.00	0.00	-100.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			40,921,429.00	13,500,000.00	-67.0%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			0.00	0.00	0.0%
<b>TOTAL, EXPENDITURES</b>			42,364,344.00	14,181,127.00	-66.5%
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
From: All Other Funds To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Proceeds					
Proceeds from Sale of Bonds		8951	62,400,000.00	0.00	-100.0%
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			62,400,000.00	0.00	-100.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			62,400,000.00	0.00	-100.0%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	720,518.00	643,500.00	-10.7%
5) TOTAL, REVENUES			720,518.00	643,500.00	-10.7%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		41,510,854.00	14,181,127.00	-65.8%
9) Other Outgo	9000-9999	Except 7600-7699	853,490.00	0.00	-100.0%
10) TOTAL, EXPENDITURES			42,364,344.00	14,181,127.00	-66.5%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES(A5 -B10)</b>			(41,643,826.00)	(13,537,627.00)	-67.5%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	62,400,000.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			62,400,000.00	0.00	-100.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE(C + D4)</b>			20,756,174.00	(13,537,627.00)	-165.2%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	3,169,786.00	23,925,960.00	654.8%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			3,169,786.00	23,925,960.00	654.8%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			3,169,786.00	23,925,960.00	654.8%
2) Ending Balance, June 30 (E + F1e)			23,925,960.00	10,388,333.00	-56.6%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	23,925,960.00	10,388,333.00	-56.6%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%



Resource	Description	2022-23 Estimated Actuals	2023-24 Budget
9010	Other Restricted Local	23,925,960.00	10,388,333.00
Total, Restricted Balance		23,925,960.00	10,388,333.00

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	430,249.00	430,249.00	0.0%
5) TOTAL, REVENUES			430,249.00	430,249.00	0.0%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	8,508.00	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	251,427.00	94,750.00	-62.3%
6) Capital Outlay		6000-8999	196,733.00	119,187.00	-39.4%
7) Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499		0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			456,668.00	213,937.00	-53.2%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(26,419.00)	216,312.00	-918.8%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(26,419.00)	216,312.00	-918.8%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,288,362.00	1,261,943.00	-2.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,288,362.00	1,261,943.00	-2.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,288,362.00	1,261,943.00	-2.1%
2) Ending Balance, June 30 (E + F1e)			1,261,943.00	1,478,255.00	17.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	1,155,387.00	1,467,215.00	27.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	106,556.00	11,040.00	-89.6%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	2,314,346.69		
1) Fair Value Adjustment to Cash in County Treasury		9111	(58,549.45)		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	37,601.58		

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			2,293,398.82		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			2,293,398.82		
<b>OTHER STATE REVENUE</b>					
Tax Relief Subventions					
Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
County and District Taxes					
Other Restricted Levies					
Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes					
Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	18,249.00	18,249.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Mitigation/Developer Fees		8681	412,000.00	412,000.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			430,249.00	430,249.00	0.0%
TOTAL, REVENUES			430,249.00	430,249.00	0.0%
<b>CERTIFICATED SALARIES</b>					
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	6,446.00	0.00	-100.0%
Noncapitalized Equipment		4400	2,062.00	0.00	-100.0%
TOTAL, BOOKS AND SUPPLIES			8,508.00	0.00	-100.0%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	102,375.00	78,750.00	-23.1%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	149,052.00	16,000.00	-89.3%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			251,427.00	94,750.00	-62.3%
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	196,733.00	119,187.00	-39.4%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			196,733.00	119,187.00	-39.4%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			456,668.00	213,937.00	-53.2%
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
From: All Other Funds To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	430,249.00	430,249.00	0.0%
5) TOTAL, REVENUES			430,249.00	430,249.00	0.0%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		151,164.00	16,000.00	-89.4%
8) Plant Services	8000-8999		305,504.00	197,937.00	-35.2%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			456,668.00	213,937.00	-53.2%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES(A5 -B10)</b>			(26,419.00)	216,312.00	-918.8%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE(C + D4)</b>			(26,419.00)	216,312.00	-918.8%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,288,362.00	1,261,943.00	-2.1%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,288,362.00	1,261,943.00	-2.1%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,288,362.00	1,261,943.00	-2.1%
2) Ending Balance, June 30 (E + F1e)			1,261,943.00	1,478,255.00	17.1%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	1,155,387.00	1,467,215.00	27.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	106,556.00	11,040.00	-89.6%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2022-23 Estimated Actuals	2023-24 Budget
9010	Other Restricted Local	1,155,387.00	1,467,215.00
Total, Restricted Balance		1,155,387.00	1,467,215.00

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFE Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	5,650,660.00	5,650,660.00	0.0%
5) TOTAL, REVENUES			5,650,660.00	5,650,660.00	0.0%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	71,905.00	0.00	-100.0%
5) Services and Other Operating Expenditures		5000-5999	3,119.00	0.00	-100.0%
6) Capital Outlay		6000-6999	1,798,195.00	0.00	-100.0%
7) Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499		749,245.00	720,899.00	-3.8%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			2,622,464.00	720,899.00	-72.5%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			3,028,196.00	4,929,761.00	62.8%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	2,656,693.00	2,681,038.00	0.9%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(2,656,693.00)	(2,681,038.00)	0.9%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			371,503.00	2,248,723.00	505.3%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	10,948,893.00	11,320,396.00	3.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			10,948,893.00	11,320,396.00	3.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			10,948,893.00	11,320,396.00	3.4%
2) Ending Balance, June 30 (E + F1e)			11,320,396.00	13,569,119.00	19.9%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	11,279,974.00	13,528,552.00	19.9%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	40,422.00	40,567.00	0.4%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	15,501,043.38		
1) Fair Value Adjustment to Cash in County Treasury		9111	(363,497.15)		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		



Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			15,137,546.23		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	32,177.75		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			32,177.75		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			15,105,368.48		
<b>FEDERAL REVENUE</b>					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>					
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	5,581,315.00	5,581,315.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	69,345.00	69,345.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			5,650,660.00	5,650,660.00	0.0%
TOTAL, REVENUES			5,650,660.00	5,650,660.00	0.0%
<b>CLASSIFIED SALARIES</b>					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
<b>BOOKS AND SUPPLIES</b>					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	80.00	0.00	-100.0%
Noncapitalized Equipment		4400	71,825.00	0.00	-100.0%
TOTAL, BOOKS AND SUPPLIES			71,905.00	0.00	-100.0%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	3,119.00	0.00	-100.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			3,119.00	0.00	-100.0%
<b>CAPITAL OUTLAY</b>					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	1,784,443.00	0.00	-100.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	13,752.00	0.00	-100.0%
Lease Assets		6600	0.00	0.00	0.0%
Subscription Assets		6700	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			1,798,195.00	0.00	-100.0%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Other Transfers Out					
Transfers of Pass-Through Revenues					
To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	96,857.00	90,954.00	-5.9%
Other Debt Service - Principal		7439	652,588.00	629,945.00	-3.5%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			749,245.00	720,899.00	-3.8%
<b>TOTAL, EXPENDITURES</b>			<b>2,622,464.00</b>	<b>720,899.00</b>	<b>-72.5%</b>
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
To: Special Reserve Fund From: General Fund/CSSF		8912	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
From: Special Reserve Fund To: General Fund/CSSF		7612	0.00	0.00	0.0%
From: All Other Funds To: State School Building Fund/County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	2,656,693.00	2,681,038.00	0.9%
(b) TOTAL, INTERFUND TRANSFERS OUT			2,656,693.00	2,681,038.00	0.9%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
Proceeds from SBITAs		8974	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			(2,656,693.00)	(2,681,038.00)	0.9%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	5,650,660.00	5,650,660.00	0.0%
5) TOTAL, REVENUES			5,650,660.00	5,650,660.00	0.0%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		1,873,219.00	0.00	-100.0%
9) Other Outgo	9000-9999	Except 7600-7699	749,245.00	720,899.00	-3.8%
10) TOTAL, EXPENDITURES			2,622,464.00	720,899.00	-72.5%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES(A5 -B10)</b>			3,028,196.00	4,929,761.00	62.8%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	2,656,693.00	2,681,038.00	0.9%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(2,656,693.00)	(2,681,038.00)	0.9%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE(C + D4)</b>			371,503.00	2,248,723.00	505.3%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	10,948,893.00	11,320,396.00	3.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			10,948,893.00	11,320,396.00	3.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			10,948,893.00	11,320,396.00	3.4%
2) Ending Balance, June 30 (E + F1e)			11,320,396.00	13,569,119.00	19.9%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	11,279,974.00	13,526,552.00	19.9%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	40,422.00	40,567.00	0.4%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2022-23 Estimated Actuals	2023-24 Budget
9010	Other Restricted Local	11,279,974.00	13,528,552.00
Total, Restricted Balance		11,279,974.00	13,528,552.00

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFE Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			0.00	0.00	0.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			0.00	0.00	0.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	14,415,619.18	14,415,619.18	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			14,415,619.18	14,415,619.18	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			14,415,619.18	14,415,619.18	0.0%
2) Ending Balance, June 30 (E + F1e)			14,415,619.18	14,415,619.18	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
1) Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	14,415,619.18	14,415,619.18	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	0.00		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assels		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			0.00		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			0.00		
<b>FEDERAL REVENUE</b>					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>					
<b>Tax Relief Subventions</b>					
Voted Indebtedness Levies					
Homeowners' Exemptions		8571	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8572	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
County and District Taxes					
Voted Indebtedness Levies					
Secured Roll		8611	0.00	0.00	0.0%
Unsecured Roll		8612	0.00	0.00	0.0%
Prior Years' Taxes		8613	0.00	0.00	0.0%
Supplemental Taxes		8614	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	0.00	0.0%
TOTAL, REVENUES			0.00	0.00	0.0%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Debt Service					
Bond Redemptions					
Bond Redemptions		7433	0.00	0.00	0.0%
Bond Interest and Other Service Charges		7434	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8819	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
<b>INTERFUND TRANSFERS OUT</b>					
From: Bond Interest and Redemption Fund To: General Fund		7614	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%



Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	0.0%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7899	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES(A5 -B10)</b>			0.00	0.00	0.0%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8830-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions					
		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES					
			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE(C + D4)</b>			0.00	0.00	0.0%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	14,415,619.18	14,415,619.18	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			14,415,619.18	14,415,619.18	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			14,415,619.18	14,415,619.18	0.0%
2) Ending Balance, June 30 (E + F1e)					
			14,415,619.18	14,415,619.18	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted					
		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	14,415,619.18	14,415,619.18	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2022-23 Estimated Actuals	2023-24 Budget
Total, Restricted Balance		0.00	0.00

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	162.00	200.00	23.5%
5) TOTAL, REVENUES			162.00	200.00	23.5%
<b>B. EXPENDITURES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	156,693.00	181,038.00	15.5%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			156,693.00	181,038.00	15.5%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(156,531.00)	(180,838.00)	15.5%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	156,693.00	181,038.00	15.5%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			156,693.00	181,038.00	15.5%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			162.00	200.00	23.5%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	452,880.00	453,042.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			452,880.00	453,042.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			452,880.00	453,042.00	0.0%
2) Ending Balance, June 30 (E + F1e)			453,042.00	453,242.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	453,042.00	453,242.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9750	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	14,305.05		
1) Fair Value Adjustment to Cash in County Treasury		9111	(524.00)		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	439,344.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) TOTAL, ASSETS			453,125.05		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9890	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. FUND EQUITY</b>					
Ending Fund Balance, June 30 (G10 + H2) - (I6 + J2)			453,125.05		
<b>FEDERAL REVENUE</b>					
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
<b>OTHER STATE REVENUE</b>					
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Interest		8660	162.00	200.00	23.5%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			162.00	200.00	23.5%
TOTAL, REVENUES			162.00	200.00	23.5%
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
Debt Service					
Debt Service - Interest		7438	16,693.00	41,038.00	145.8%
Other Debt Service - Principal		7439	140,000.00	140,000.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			156,693.00	181,038.00	15.5%
TOTAL, EXPENDITURES			156,693.00	181,038.00	15.5%
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	156,693.00	181,038.00	15.5%
(a) TOTAL, INTERFUND TRANSFERS IN			156,693.00	181,038.00	15.5%
<b>INTERFUND TRANSFERS OUT</b>					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8065	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			158,693.00	181,038.00	15.5%

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	162.00	200.00	23.5%
5) TOTAL, REVENUES			162.00	200.00	23.5%
<b>B. EXPENDITURES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	156,693.00	181,038.00	15.5%
10) TOTAL, EXPENDITURES			156,693.00	181,038.00	15.5%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES(A5 -B10)</b>			(156,531.00)	(180,838.00)	15.5%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	156,693.00	181,038.00	15.5%
- b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			156,693.00	181,038.00	15.5%
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE(C + D4)</b>			162.00	200.00	23.5%
<b>F. FUND BALANCE, RESERVES</b>					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	452,880.00	453,042.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			452,880.00	453,042.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			452,880.00	453,042.00	0.0%
2) Ending Balance, June 30 (E + F1e)			453,042.00	453,242.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	453,042.00	453,242.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	0.00	0.00	0.0%
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2022-23 Estimated Actuals	2023-24 Budget
9010	Other Restricted Local	453,042.00	453,242.00
Total, Restricted Balance		453,042.00	453,242.00

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	22,079.00	17,720.00	-19.7%
5) TOTAL, REVENUES			22,079.00	17,720.00	-19.7%
<b>B. EXPENSES</b>					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenses		5000-5999	25,585.00	4,750.00	-81.4%
6) Depreciation and Amortization		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299,7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENSES			25,585.00	4,750.00	-81.4%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(3,506.00)	12,970.00	-469.9%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)</b>			(3,506.00)	12,970.00	-469.9%
<b>F. NET POSITION</b>					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	1,909,976.00	1,906,470.00	-0.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,909,976.00	1,906,470.00	-0.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			1,909,976.00	1,906,470.00	-0.2%
2) Ending Net Position, June 30 (E + F1e)			1,906,470.00	1,919,440.00	0.7%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	1,906,470.00	1,919,440.00	0.7%
<b>G. ASSETS</b>					
1) Cash					
a) in County Treasury		9110	1,571,723.49		
1) Fair Value Adjustment to Cash in County Treasury		9111	(49,850.06)		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	413,453.47		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) Lease Receivable		9380	0.00		
10) Fixed Assets					
a) Land		9410	0.00		
b) Land Improvements		9420	0.00		
c) Accumulated Depreciation - Land Improvements		9425	0.00		
d) Buildings		9430	0.00		



Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
e) Accumulated Depreciation - Buildings		9435	0.00		
f) Equipment		9440	0.00		
g) Accumulated Depreciation - Equipment		9445	0.00		
h) Work in Progress		9450	0.00		
i) Lease Assets		9460	0.00		
j) Accumulated Amortization-Lease Assets		9465	0.00		
k) Subscription Assets		9470	0.00		
l) Accumulated Amortization-Subscription Assets		9475	0.00		
11) TOTAL, ASSETS			1,935,326.90		
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
<b>I. LIABILITIES</b>					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) Long-Term Liabilities					
a) Subscription Liability		9660	0.00		
b) Net Pension Liability		9663	0.00		
c) Total/Net OPEB Liability		9664	0.00		
d) Compensated Absences		9665	0.00		
e) COPs Payable		9666	0.00		
f) Leases Payable		9667	0.00		
g) Lease Revenue Bonds Payable		9668	0.00		
h) Other General Long-Term Liabilities		9669	0.00		
7) TOTAL, LIABILITIES			0.00		
<b>J. DEFERRED INFLOWS OF RESOURCES</b>					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
<b>K. NET POSITION</b>					
Net Position, June 30 (G11 + H2) - (I7 + J2)			1,935,326.90		
<b>OTHER STATE REVENUE</b>					
STRS On-Behalf Pension Contributions	7690	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
<b>OTHER LOCAL REVENUE</b>					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	22,079.00	17,720.00	-19.7%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			22,079.00	17,720.00	-19.7%
TOTAL, REVENUES			22,079.00	17,720.00	-19.7%
<b>CERTIFICATED SALARIES</b>					
Certificated Teachers' Salaries		1100	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
<b>CLASSIFIED SALARIES</b>					
Classified Instructional Salaries		2100	0.00	0.00	0.0%
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>					

Description	Resource Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>BOOKS AND SUPPLIES</b>					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
Food		4700	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>SERVICES AND OTHER OPERATING EXPENSES</b>					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and					
Operating Expenditures		5800	25,585.00	4,750.00	-81.4%
Communications		5900	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENSES</b>			<b>25,585.00</b>	<b>4,750.00</b>	<b>-81.4%</b>
<b>DEPRECIATION AND AMORTIZATION</b>					
Depreciation Expense		6900	0.00	0.00	0.0%
Amortization Expense-Lease Assets		6910	0.00	0.00	0.0%
Amortization Expense-Subscription Assets		6920	0.00	0.00	0.0%
<b>TOTAL, DEPRECIATION AND AMORTIZATION</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENSES</b>			<b>25,585.00</b>	<b>4,750.00</b>	<b>-81.4%</b>
<b>INTERFUND TRANSFERS</b>					
<b>INTERFUND TRANSFERS IN</b>					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER SOURCES/USES</b>					
<b>SOURCES</b>					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>(a + c - d + e)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>

Description	Function Codes	Object Codes	2022-23 Estimated Actuals	2023-24 Budget	Percent Difference
<b>A. REVENUES</b>					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	22,079.00	17,720.00	-19.7%
5) TOTAL, REVENUES			22,079.00	17,720.00	-19.7%
<b>B. EXPENSES (Objects 1000-7999)</b>					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		25,585.00	4,750.00	-81.4%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENSES			25,585.00	4,750.00	-81.4%
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)</b>			(3,506.00)	12,970.00	-469.9%
<b>D. OTHER FINANCING SOURCES/USES</b>					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8030-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%
<b>E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)</b>			(3,506.00)	12,970.00	-469.9%
<b>F. NET POSITION</b>					
1) Beginning Net Position					
a) As of July 1 - Unaudited		9791	1,909,976.00	1,906,470.00	-0.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,909,976.00	1,906,470.00	-0.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			1,909,976.00	1,906,470.00	-0.2%
2) Ending Net Position, June 30 (E + F1e)			1,906,470.00	1,919,440.00	0.7%
Components of Ending Net Position					
a) Net Investment in Capital Assets		9796	0.00	0.00	0.0%
b) Restricted Net Position		9797	0.00	0.00	0.0%
c) Unrestricted Net Position		9790	1,906,470.00	1,919,440.00	0.7%

Resource	2022-23 Estimated Actuals	2023-24 Budget
Total, Restricted Net Position	0.00	0.00

Description	2022-23 Estimated Actuals			2023-24 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
<b>A. DISTRICT</b>						
<b>1. Total District Regular ADA</b>						
Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	5,498.59	5,498.59	6,007.83	5,343.11	5,343.11	5,814.77
<b>2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA</b>						
Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
<b>3. Total Basic Aid Open Enrollment Regular ADA</b>						
Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
<b>4. Total, District Regular ADA (Sum of Lines A1 through A3)</b>	5,498.59	5,498.59	6,007.83	5,343.11	5,343.11	5,814.77
<b>5. District Funded County Program ADA</b>						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI	47.19	47.19	47.19	47.19	47.19	47.19
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
<b>g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)</b>	47.19	47.19	47.19	47.19	47.19	47.19
<b>6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)</b>	5,545.78	5,545.78	6,055.02	5,390.30	5,390.30	5,861.96
<b>7. Adults in Correctional Facilities</b>						
<b>8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)</b>						

Description	2022-23 Estimated Actuals			2023-24 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
<b>B. COUNTY OFFICE OF EDUCATION</b>						
<b>1. County Program Alternative Education Grant ADA</b>						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
<b>d. Total, County Program Alternative Education ADA (Sum of Lines B1a through B1c)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>2. District Funded County Program ADA</b>						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
<b>g. Total, District Funded County Program ADA (Sum of Lines B2a through B2f)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>3. TOTAL COUNTY OFFICE ADA (Sum of Lines B1d and B2g)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>4. Adults in Correctional Facilities</b>						
<b>5. County Operations Grant ADA</b>						
<b>6. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)</b>						

Description	2022-23 Estimated Actuals			2023-24 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
<b>C. CHARTER SCHOOL ADA</b>						
Authorizing LEAs reporting charter school SACS financial data in their Fund 01, 09, or 62 use this worksheet to report ADA for those charter schools. Charter schools reporting SACS financial data separately from their authorizing LEAs in Fund 01 or Fund 62 use this worksheet to report their ADA.						
<b>FUND 01: Charter School ADA corresponding to SACS financial data reported in Fund 01.</b>						
<b>1. Total Charter School Regular ADA</b>						
<b>2. Charter School County Program Alternative Education ADA</b>						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
<b>d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C2a through C2c)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>3. Charter School Funded County Program ADA</b>						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
<b>f. Total, Charter School Funded County Program ADA (Sum of Lines C3a through C3e)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>4. TOTAL CHARTER SCHOOL ADA (Sum of Lines C1, C2d, and C3f)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>FUND 09 or 62: Charter School ADA corresponding to SACS financial data reported in Fund 09 or Fund 62.</b>						
<b>5. Total Charter School Regular ADA</b>						
<b>6. Charter School County Program Alternative Education ADA</b>						
a. County Group Home and Institution Pupils						
b. Juvenile Halls, Homes, and Camps						
c. Probation Referred, On Probation or Parole, Expelled per EC 48915(a) or (c) [EC 2574(c)(4)(A)]						
<b>d. Total, Charter School County Program Alternative Education ADA (Sum of Lines C6a through C6c)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>7. Charter School Funded County Program ADA</b>						
a. County Community Schools						
b. Special Education-Special Day Class						
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
<b>f. Total, Charter School Funded County Program ADA (Sum of Lines C7a through C7e)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>8. TOTAL CHARTER SCHOOL ADA (Sum of Lines C5, C6d, and C7f)</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>9. TOTAL CHARTER SCHOOL ADA Reported in Fund 01, 09, or 62 (Sum of Lines C4 and C8)</b>	0.00	0.00	0.00	0.00	0.00	0.00

	Unaudited Balance July 1	Audit Adjustments/ Restatements	Audited Balance July 1	Increases	Decreases	Ending Balance June 30
<b>Governmental Activities:</b>						
Capital assets not being depreciated:						
Land	1,129,958.00		1,129,958.00			1,129,958.00
Work in Progress	42,986,161.00	(2,917,440.00)	40,068,721.00			40,068,721.00
Total capital assets not being depreciated	44,116,119.00	(2,917,440.00)	41,198,679.00	0.00	0.00	41,198,679.00
Capital assets being depreciated:						
Land Improvements	35,769,214.99	3,087,199.00	38,856,413.99			38,856,413.99
Buildings	222,430,255.00	10,566,495.00	232,996,750.00			232,996,750.00
Equipment	18,642,190.93	1,477,103.00	20,119,293.93			20,119,293.93
Total capital assets being depreciated	276,841,660.92	15,130,797.00	291,972,457.92	0.00	0.00	291,972,457.92
Accumulated Depreciation for:						
Land Improvements	(24,159,331.00)	(1,618,828.00)	(25,778,159.00)			(25,778,159.00)
Buildings	(79,475,060.00)	(6,183,797.00)	(85,658,857.00)			(85,658,857.00)
Equipment	(9,178,608.00)	(2,413,630.00)	(11,592,238.00)			(11,592,238.00)
Total accumulated depreciation	(112,812,999.00)	(10,216,255.00)	(123,029,254.00)	0.00	0.00	(123,029,254.00)
Total capital assets being depreciated, net excluding lease and subscription assets	164,028,661.92	4,914,542.00	168,943,203.92	0.00	0.00	168,943,203.92
Lease Assets		6,685,628.00	6,685,628.00			6,685,628.00
Accumulated amortization for lease assets			0.00			0.00
Total lease assets, net	0.00	6,685,628.00	6,685,628.00	0.00	0.00	6,685,628.00
Subscription Assets			0.00			0.00
Accumulated amortization for subscription assets			0.00			0.00
Total subscription assets, net	0.00	0.00	0.00	0.00	0.00	0.00
Governmental activity capital assets, net	208,144,780.92	8,682,730.00	216,827,510.92	0.00	0.00	216,827,510.92
<b>Business-Type Activities:</b>						
Capital assets not being depreciated:						
Land			0.00			0.00
Work in Progress			0.00			0.00
Total capital assets not being depreciated	0.00	0.00	0.00	0.00	0.00	0.00
Capital assets being depreciated:						
Land Improvements			0.00			0.00
Buildings			0.00			0.00
Equipment			0.00			0.00
Total capital assets being depreciated	0.00	0.00	0.00	0.00	0.00	0.00
Accumulated Depreciation for:						
Land Improvements			0.00			0.00
Buildings			0.00			0.00
Equipment			0.00			0.00
Total accumulated depreciation	0.00	0.00	0.00	0.00	0.00	0.00
Total capital assets being depreciated, net excluding lease and subscription assets	0.00	0.00	0.00	0.00	0.00	0.00
Lease Assets			0.00			0.00
Accumulated amortization for lease assets			0.00			0.00
Total lease assets, net	0.00	0.00	0.00	0.00	0.00	0.00
Subscription Assets			0.00			0.00
Accumulated amortization for subscription assets			0.00			0.00
Total subscription assets, net	0.00	0.00	0.00	0.00	0.00	0.00
Business-type activity capital assets, net	0.00	0.00	0.00	0.00	0.00	0.00



ANNUAL BUDGET REPORT:  
July 1, 2023 Budget Adoption

Select applicable boxes:

X This budget was developed using the state-adopted Criteria and Standards. It includes the expenditures necessary to implement the Local Control and Accountability Plan (LCAP) or annual update to the LCAP that will be effective for the budget year. The budget was filed and adopted subsequent to a public hearing by the governing board of the school district pursuant to Education Code sections 33129, 42127, 52060, 52061, and 52062.

X If the budget includes a combined assigned and unassigned ending fund balance above the minimum recommended reserve for economic uncertainties, at its public hearing, the school district complied with the requirements of subparagraphs (B) and (C) of paragraph (2) of subdivision (a) of Education Code Section 42127.

Budget available for inspection at:

Place: 133 Mission St, Suite 100, Santa Cruz, CA 95060

Date: May 26, 2023

Adoption Date: June 14, 2023

Signed: \_\_\_\_\_

Clerk/Secretary of the Governing Board

(Original signature required)

Public Hearing:

Place: 400 Encinal St, Santa Cruz, CA 95060

Date: May 31, 2023

Time: 06:30 PM

Contact person for additional information on the budget reports:

Name: Jim Monreal

Title: Assistant Superintendent of Business Services

Telephone: (831) 429-3410 x48224

E-mail: jmonreal@sccs.net

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review (Form 01CS). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern for fiscal solvency purposes and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Budgeted (funded) ADA has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	
CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	Enrollment has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.		X
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio is consistent with historical ratios for the budget and two subsequent fiscal years.		X
4	Local Control Funding Formula (LCFF) Revenue	Projected change in LCFF revenue is within the standard for the budget and two subsequent fiscal years.		X
5	Salaries and Benefits	Projected ratios of total unrestricted salaries and benefits to total unrestricted general fund expenditures are consistent with historical ratios for the budget and two subsequent fiscal years.	X	
6a	Other Revenues	Projected operating revenues (e.g., federal, other state, and other local) are within the standard for the budget and two subsequent fiscal years.		X
6b	Other Expenditures	Projected operating expenditures (e.g., books and supplies, and services and other operating) are within the standard for the budget and two subsequent fiscal years.		X
7	Ongoing and Major Maintenance Account	If applicable, required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account) is included in the budget.	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard for two or more of the last three fiscal years.	X	
9	Fund Balance	Unrestricted general fund beginning balance has not been overestimated by more than the standard for two or more of the last three fiscal years.	X	
10	Reserves	Projected available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the budget and two subsequent fiscal years.	X	
SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Are there known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures in excess of one percent of the total general fund expenditures that are funded with one-time resources?		X
S3	Using Ongoing Revenues to Fund One-time Expenditures	Are there large non-recurring general fund expenditures that are funded with ongoing general fund revenues?	X	
S4	Contingent Revenues	Are any projected revenues for the budget or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed by more than the standard for the budget or two subsequent fiscal years?		X

SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements? • If yes, have annual payments for the budget or two subsequent fiscal years increased over prior year's (2022-23) annual payment?	X	X
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)? • If yes, are they lifetime benefits? • If yes, do benefits continue beyond age 65? • If yes, are benefits funded by pay-as-you-go?	X X	X X
S7b	Other Self-insurance Benefits	Does the district provide other self-insurance benefits (e.g., workers' compensation, employee health and welfare, or property and liability)?	X	
S8	Status of Labor Agreements	Are salary and benefit negotiations still open for: • Certificated? (Section S8A, Line 1) • Classified? (Section S8B, Line 1) • Management/supervisor/confidential? (Section S8C, Line 1)		X X X
S9	Local Control and Accountability Plan (LCAP)	• Did or will the school district's governing board adopt an LCAP or an update to the LCAP effective for the budget year? • Adoption date of the LCAP or an update to the LCAP:		X 06/14/2023
S10	LCAP Expenditures	Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?		X
ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?	X	
A3	Declining Enrollment	Is enrollment decreasing in both the prior fiscal year and budget year?		X
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior fiscal year or budget year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the budget or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	
ADDITIONAL FISCAL INDICATORS (continued)			No	Yes
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	X	
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X	
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?	X	

ANNUAL CERTIFICATION REGARDING SELF-INSURED WORKERS' COMPENSATION CLAIMS

Pursuant to Education Code Section 42141, if a school district, either individually or as a member of a joint powers agency, is self-insured for workers' compensation claims, the superintendent of the school district annually shall provide information to the governing board of the school district regarding the estimated accrued but unfunded cost of those claims. The governing board annually shall certify to the county superintendent of schools the amount of money, if any, that it has decided to reserve in its budget for the cost of those claims.

To the County Superintendent of Schools:

Our district is self-insured for workers' compensation claims as defined in Education Code Section 42141(a):

Total liabilities actuarially determined:	\$	_____
Less: Amount of total liabilities reserved in budget:	\$	_____
Estimated accrued but unfunded liabilities:	\$	_____ 0.00

This school district is self-insured for workers' compensation claims through a JPA, and offers the following information:

This school district is not self-insured for workers' compensation claims.

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

Date of Meeting: June 14, 2023

For additional information on this certification, please contact:

Name: Jim Monreal  
Title: Assistant Superintendent of Business Services  
Telephone: (831) 429-3410 x48224  
E-mail: jmonreal@sccs.net

Budget, July 1  
2022-23 Estimated Actuals  
GENERAL FUND  
Current Expense Formula/Minimum Classroom  
Compensation

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense- Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	43,326,320.00	301	267,966.00	303	43,058,354.00	305	715,611.00	1,003,595.00	307	42,054,759.00	309
2000 - Classified Salaries	18,189,830.00	311	4,735.00	313	18,185,095.00	315	1,139,731.00	1,451,702.00	317	16,733,393.00	319
3000 - Employee Benefits	29,552,958.00	321	662,502.00	323	28,890,456.00	325	987,337.00	1,136,080.00	327	27,754,376.00	329
4000 - Books, Supplies Equip Replace. (6500)	28,860,579.00	331	1,845.00	333	28,858,734.00	335	982,982.00	10,341,030.00	337	18,517,704.00	339
5000 - Services. . . & 7300 - Indirect Costs	17,935,944.00	341	3,395.00	343	17,932,549.00	345	6,491,424.00	9,033,892.00	347	8,898,657.00	349
TOTAL					136,925,188.00	365	TOTAL			113,958,889.00	369

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

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

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

PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)	Object		EDP No.
1. Teacher Salaries as Per EC 41011. . . . .	1100	31,894,562.00	375
2. Salaries of Instructional Aides Per EC 41011. . . . .	2100	3,762,797.00	380
3. STRS. . . . .	3101 & 3102	8,651,589.00	382
4. PERS. . . . .	3201 & 3202	749,607.00	383
5. OASDI - Regular, Medicare and Alternative. . . . .	3301 & 3302	780,204.00	384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans). . . . .	3401 & 3402	4,083,810.00	385
7. Unemployment Insurance. . . . .	3501 & 3502	177,550.00	390
8. Workers' Compensation Insurance. . . . .	3601 & 3602	669,120.00	392
9. OPEB, Active Employees (EC 41372). . . . .	3751 & 3752	0.00	
10. Other Benefits (EC 22310). . . . .	3901 & 3902	0.00	393

11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10) . . . . .	50,769,239.00	395
12. Less: Teacher and Instructional Aide Salaries and Benefits deducted in Column 2. . . . .	0.00	
13a. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted). . . . .	156,350.00	396
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*. . . . .	346,242.00	396
14. TOTAL SALARIES AND BENEFITS. . . . .	50,422,997.00	397
15. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 15 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372. . . . .	44.25%	
16. District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X') . . . . .	0	

**PART III: DEFICIENCY AMOUNT**

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

1. Minimum percentage required (60% elementary, 55% unified, 50% high) . . . . .	55.00%
2. Percentage spent by this district (Part II, Line 15) . . . . .	44.25%
3. Percentage below the minimum (Part III, Line 1 minus Line 2) . . . . .	10.75%
4. District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369). . . . .	113,958,889.00
5. Deficiency Amount (Part III, Line 3 times Line 4) . . . . .	12,250,580.57

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

Reductions include donations, Medi-cal, AMIM, A-G Success/Mitigation, Learning Recovery Emergency BG, and Restricted Lottery.

Budget, July 1  
2023-24 Budget  
GENERAL FUND  
Current Expense Formula/Minimum Classroom  
Compensation

PART I - CURRENT EXPENSE FORMULA	Total Expense for Year (1)	EDP No.	Reductions (See Note 1) (2)	EDP No.	Current Expense of Education (Col 1 - Col 2) (3)	EDP No.	Reductions (Extracted) (See Note 2) (4a)	Reductions (Overrides)* (See Note 2) (4b)	EDP No.	Current Expense- Part II (Col 3 - Col 4) (5)	EDP No.
1000 - Certificated Salaries	42,501,960.00	301	191,216.00	303	42,310,744.00	305	702,993.00	802,207.00	307	41,508,537.00	309
2000 - Classified Salaries	17,192,246.00	311	0.00	313	17,192,246.00	315	1,131,679.00	1,131,679.00	317	16,060,567.00	319
3000 - Employee Benefits	30,907,267.90	321	682,953.00	323	30,224,314.90	325	1,022,013.00	1,044,403.00	327	29,179,911.90	329
4000 - Books, Supplies Equip Replace. (6500)	6,134,603.00	331	0.00	333	6,134,603.00	335	733,200.00	1,159,548.00	337	4,975,055.00	339
5000 - Services . . . & 7300 - Indirect Costs	16,154,588.00	341	0.00	343	16,154,588.00	345	6,551,306.00	7,054,181.00	347	9,100,407.00	349
TOTAL					112,016,495.90	365	TOTAL		100,824,477.90	369	

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

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

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

PART II: MINIMUM CLASSROOM COMPENSATION (Instruction, Functions 1000-1999)	Object	EDP No.
1. Teacher Salaries as Per EC 41011. . . . .	1100	375
2. Salaries of Instructional Aides Per EC 41011. . . . .	2100	380
3. STRS. . . . .	3101 & 3102	382
4. PERS. . . . .	3201 & 3202	383
5. OASDI - Regular, Medicare and Alternative. . . . .	3301 & 3302	384
6. Health & Welfare Benefits (EC 41372) (Include Health, Dental, Vision, Pharmaceutical, and Annuity Plans). . . . .	3401 & 3402	385
7. Unemployment Insurance. . . . .	3501 & 3502	390
8. Workers' Compensation Insurance. . . . .	3601 & 3602	392
9. OPEB, Active Employees (EC 41372). . . . .	3751 & 3752	0.00
10. Other Benefits (EC 22310). . . . .	3901 & 3902	0.00

11. SUBTOTAL Salaries and Benefits (Sum Lines 1 - 10) . . . . .	50,555,605.90	395
12. Less: Teacher and Instructional Aide Salaries and Benefits deducted in Column 2. . . . .	0.00	
13a. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4a (Extracted). . . . .	121,427.00	396
b. Less: Teacher and Instructional Aide Salaries and Benefits (other than Lottery) deducted in Column 4b (Overrides)*. . . . .	0.00	396
14. TOTAL SALARIES AND BENEFITS. . . . .	50,555,605.90	397
15. Percent of Current Cost of Education Expended for Classroom Compensation (EDP 397 divided by EDP 369) Line 15 must equal or exceed 60% for elementary, 55% for unified and 50% for high school districts to avoid penalty under provisions of EC 41372. . . . .	50.14%	
16. District is exempt from EC 41372 because it meets the provisions of EC 41374. (If exempt, enter 'X') . . . . .	0	

**PART III: DEFICIENCY AMOUNT**

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

1. Minimum percentage required (60% elementary, 55% unified, 50% high) . . . . .	55.00%
2. Percentage spent by this district (Part II, Line 15) . . . . .	50.14%
3. Percentage below the minimum (Part III, Line 1 minus Line 2) . . . . .	4.86%
4. District's Current Expense of Education after reductions in columns 4a or 4b (Part I, EDP 369). . . . .	100,824,477.90
5. Deficiency Amount (Part III, Line 3 times Line 4) . . . . .	4,900,069.63

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

Reductions include donations, Medi-cal, and Restricted Lottery.

Budget, July 1  
2022-23 Estimated Actuals  
Schedule of Long-Term Liabilities

Description	Unaudited Balance July 1	Audit Adjustments/ Restatements	Audited Balance July 1	Increases	Decreases	Ending Balance June 30	Amounts Due Within One Year
<b>Governmental Activities:</b>							
General Obligation Bonds Payable	153,934,644.00	62,399,999.00	216,334,643.00		8,111,644.00	208,222,999.00	8,195,607.00
State School Building Loans Payable			0.00			0.00	
Certificates of Participation Payable	720,000.00		720,000.00		140,000.00	580,000.00	140,000.00
Leases Payable	6,685,628.00		6,685,628.00		652,586.00	6,033,042.00	724,148.00
Lease Revenue Bonds Payable			0.00			0.00	
Other General Long-Term Debt			0.00			0.00	
Net Pension Liability	89,686,000.00	(46,876,000.00)	42,810,000.00			42,810,000.00	
Total/Net OPEB Liability	18,582,120.00	1,857,370.00	20,439,490.00			20,439,490.00	
Compensated Absences Payable	85,674.22		85,674.22		65,000.00	20,674.22	20,674.22
Subscription Liability			0.00			0.00	
Governmental activities long-term liabilities	269,694,066.22	17,381,369.00	287,075,435.22	0.00	8,969,230.00	278,106,205.22	9,080,429.22
<b>Business-Type Activities:</b>							
General Obligation Bonds Payable			0.00			0.00	
State School Building Loans Payable			0.00			0.00	
Certificates of Participation Payable			0.00			0.00	
Leases Payable			0.00			0.00	
Lease Revenue Bonds Payable			0.00			0.00	
Other General Long-Term Debt			0.00			0.00	
Net Pension Liability			0.00			0.00	
Total/Net OPEB Liability			0.00			0.00	
Compensated Absences Payable			0.00			0.00	
Subscription Liability			0.00			0.00	
Business-type activities long-term liabilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00



Section I - Expenditures	Funds 01, 09, and 62			2022-23 Expenditures
	Goals	Functions	Objects	
A. Total state, federal, and local expenditures (all resources)	All	All	1000-7999	140,631,587.00
B. Less all federal expenditures not allowed for MOE (Resources 3000-5999, except 3385)	All	All	1000-7999	17,862,228.00
C. Less state and local expenditures not allowed for MOE: (All resources, except federal as identified in Line B)				
1. Community Services	All	5000-5999	1000-7999	3,000.00
2. Capital Outlay	All except 7100-7199	All except 5000-5999	6000-6999 except 6600, 6910	1,001,481.00
3. Debt Service	All	9100	5400-5450, 5800, 7430-7439	6,992.00
4. Other Transfers Out	All	9200	7200-7299	0.00
5. Interfund Transfers Out	All	9300	7600-7629	2,000,000.00
6. All Other Financing Uses	All	9100, 9200	7699, 7651	0.00
7. Nonagency	7100-7199	All except 5000-5999, 9000-9999	1000-7999	352,271.00
8. Tuition (Revenue, in lieu of expenditures, to approximate costs of services for which tuition is received)	All	All	8710	0.00

<p>9. Supplemental expenditures made as a result of a Presidentially declared disaster</p>	<p>Manually entered. Must not include expenditures in lines B, C1-C8, D1, or D2.</p>			<p>0.00</p>
<p>10. Total state and local expenditures not allowed for MOE calculation (Sum lines C1 through C9)</p>				<p>3,363,744.00</p>
<p>D. Plus additional MOE expenditures:</p>			<p>1000-7143, 7300-7439  minus 800D-8699</p>	
<p>1. Expenditures to cover deficits for food services (Funds 13 and 61) (If negative, then zero)</p>	<p>All</p>	<p>All</p>		<p>167,602.00</p>
<p>2. Expenditures to cover deficits for student body activities</p>	<p>Manually entered. Must not include expenditures in lines A or D1.</p>			<p>0.00</p>
<p>E. Total expenditures subject to MOE (Line A minus lines B and C10, plus lines D1 and D2)</p>				<p>119,573,217.00</p>
<p><b>Section II - Expenditures Per ADA</b></p>				<p><b>2022-23 Annual ADA/Exps. Per ADA</b></p>
<p>A. Average Daily Attendance (Form A, Annual ADA column, sum of lines A6 and C9)</p>				<p>5,545.78</p>
<p>B. Expenditures per ADA (Line I.E divided by Line II.A)</p>				<p>21,561.12</p>

Section III - MOE Calculation (For data collection only. Final determination will be done by CDE)	Total	Per ADA
A. Base expenditures (Preloaded expenditures from prior year official CDE MOE calculation). (Note: If the prior year MOE was not met, CDE has adjusted the prior year base to 90 percent of the preceding prior year amount rather than the actual prior year expenditure amount.)	90,475,365.81	15,818.26
1. Adjustment to base expenditure and expenditure per ADA amounts for LEAs failing prior year MOE calculation (From Section IV)	0.00	0.00
2. Total adjusted base expenditure amounts (Line A plus Line A.1)	90,475,365.81	15,818.26
B. Required effort (Line A.2 times 90%)	81,427,829.23	14,236.43
C. Current year expenditures (Line I.E and Line II.B)	119,573,217.00	21,561.12
D. MOE deficiency amount, if any (Line B minus Line C) (If negative, then zero)	0.00	0.00

<p>E. MOE determination (If one or both of the amounts in line D are zero, the MOE requirement is met; if both amounts are positive, the MOE requirement is not met. If either column in Line A.2 or Line C equals zero, the MOE calculation is incomplete.)</p> <p>F. MOE deficiency percentage, if MOE not met; otherwise, zero (Line D divided by Line B) (Funding under ESSA covered programs in FY 2024-25 may be reduced by the lower of the two percentages)</p>	<p>MOE Met</p>	
	<p>0.00%</p>	<p>0.00%</p>
<p><b>SECTION IV - Detail of Adjustments to Base Expenditures (used in Section III, Line A.1)</b></p>		
<p><b>Description of Adjustments</b></p>	<p><b>Total Expenditures</b></p>	<p><b>Expenditures Per ADA</b></p>
<p>Total adjustments to base expenditures</p>	<p>0.00</p>	<p>0.00</p>

**Part I - General Administrative Share of Plant Services Costs**

California's indirect cost plan allows that the general administrative costs in the indirect cost pool may include that portion of plant services costs (maintenance and operations costs and facilities rents and leases costs) attributable to the general administrative offices. The calculation of the plant services costs attributed to general administration and included in the pool is standardized and automated using the percentage of salaries and benefits relating to general administration as proxy for the percentage of square footage occupied by general administration.

**A. Salaries and Benefits - Other General Administration and Centralized Data Processing**

- 1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)  
(Functions 7200-7700, goals 0000 and 9000) 4,321,717.00
- 2. Contracted general administrative positions not paid through payroll
  - a. Enter the costs, if any, of general administrative positions performing services ON SITE but paid through a contract, rather than through payroll, in functions 7200-7700, goals 0000 and 9000, Object 5800. \_\_\_\_\_
  - b. If an amount is entered on Line A2a, provide the title, duties, and approximate FTE of each general administrative position paid through a contract. Retain supporting documentation in case of audit. \_\_\_\_\_

**B. Salaries and Benefits - All Other Activities**

- 1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)  
(Functions 1000-6999, 7100-7180, & 8100-8400; Functions 7200-7700, all goals except 0000 & 9000) 86,168,682.00

**C. Percentage of Plant Services Costs Attributable to General Administration**

(Line A1 plus Line A2a, divided by Line B1; zero if negative) (See Part III, Lines A5 and A6) 5.02%

**Part II - Adjustments for Employment Separation Costs**

When an employee separates from service, the local educational agency (LEA) may incur costs associated with the separation in addition to the employee's regular salary and benefits for the final pay period. These additional costs can be categorized as "normal" or "abnormal or mass" separation costs.

Normal separation costs include items such as pay for accumulated unused leave or routine severance pay authorized by governing board policy. Normal separation costs are not allowable as direct costs to federal programs, but are allowable as indirect costs. State programs may have similar restrictions. Where federal or state program guidelines required that the LEA charge an employee's normal separation costs to an unrestricted resource rather than to the restricted program in which the employee worked, the LEA may identify and enter these costs on Line A for inclusion in the indirect cost pool.

Abnormal or mass separation costs are those costs resulting from actions taken by an LEA to influence employees to terminate their employment earlier than they normally would have. Abnormal or mass separation costs include retirement incentives such as a Golden Handshake or severance packages negotiated to effect termination. Abnormal or mass separation costs may not be charged to federal programs as either direct costs or indirect costs. Where an LEA paid abnormal or mass separation costs on behalf of positions in general administrative functions included in the indirect cost pool, the LEA must identify and enter these costs on Line B for exclusion from the pool.

**A. Normal Separation Costs (optional)**

Enter any normal separation costs paid on behalf of employees of restricted state or federal programs that were charged to an unrestricted resource (0000-1999) in funds 01, 09, and 62 with functions 1000-6999 or 8100-8400 rather than to the restricted program. These costs will be moved in Part III from base costs to the indirect cost pool. Retain supporting documentation. \_\_\_\_\_

**B. Abnormal or Mass Separation Costs (required)**

Enter any abnormal or mass separation costs paid on behalf of general administrative positions charged to unrestricted resources (0000-1999) in funds 01, 09, and 62 with functions 7200-7700. These costs will be moved in Part III from the indirect cost pool to base costs. If none, enter zero. 0.00

**Part III - Indirect Cost Rate Calculation (Funds 01, 09, and 62, unless indicated otherwise)**

**A. Indirect Costs**

- 1. Other General Administration, less portion charged to restricted resources or specific goals  
(Functions 7200-7600, objects 1000-5999, minus Line B9) 4,434,593.00
- 2. Centralized Data Processing, less portion charged to restricted resources or specific goals  
(Function 7700, objects 1000-5999, minus Line B10) 1,524,446.00

3. External Financial Audit - Single Audit (Function 7190, resources 0000-1999, goals 0000 and 9000, objects 5000 - 5999)	59,500.00
4. Staff Relations and Negotiations (Function 7120, resources 0000-1999, goals 0000 and 9000, objects 1000 - 5999)	0.00
5. Plant Maintenance and Operations (portion relating to general administrative offices only) (Functions 8100-8400, objects 1000-5999 except 5100, times Part I, Line C)	728,099.95
6. Facilities Rents and Leases (portion relating to general administrative offices only) (Function 8700, resources 0000-1999, objects 1000-5999 except 5100, times Part I, Line C)	0.00
7. Adjustment for Employment Separation Costs	
a. Plus: Normal Separation Costs (Part II, Line A)	0.00
b. Less: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
8. Total Indirect Costs (Lines A1 through A7a, minus Line A7b)	6,746,638.95
9. Carry-Forward Adjustment (Part IV, Line F)	(664,506.11)
10. Total Adjusted Indirect Costs (Line A8 plus Line A9)	6,082,132.84
<b>B. Base Costs</b>	
1. Instruction (Functions 1000-1999, objects 1000-5999 except 5100)	81,049,344.00
2. Instruction-Related Services (Functions 2000-2999, objects 1000-5999 except 5100)	14,769,446.00
3. Pupil Services (Functions 3000-3999, objects 1000-5999 except 4700 and 5100)	13,013,810.00
4. Ancillary Services (Functions 4000-4999, objects 1000-5999 except 5100)	2,283,686.00
5. Community Services (Functions 5000-5999, objects 1000-5999 except 5100)	3,000.00
6. Enterprise (Function 6000, objects 1000-5999 except 4700 and 5100)	510,445.00
7. Board and Superintendent (Functions 7100-7180, objects 1000-5999, minus Part III, Line A4)	1,388,783.00
8. External Financial Audit - Single Audit and Other (Functions 7190-7191, objects 5000 - 5999, minus Part III, Line A3)	0.00
9. Other General Administration (portion charged to restricted resources or specific goals only) (Functions 7200-7600, resources 2000-9999, objects 1000-5999; Functions 7200-7600, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	939,965.00
10. Centralized Data Processing (portion charged to restricted resources or specific goals only) (Function 7700, resources 2000-9999, objects 1000-5999; Function 7700, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	18,180.00
11. Plant Maintenance and Operations (all except portion relating to general administrative offices) (Functions 8100-8400, objects 1000-5999 except 5100, minus Part III, Line A5)	13,775,883.05
12. Facilities Rents and Leases (all except portion relating to general administrative offices) (Function 8700, objects 1000-5999 except 5100, minus Part III, Line A6)	0.00
13. Adjustment for Employment Separation Costs	
a. Less: Normal Separation Costs (Part II, Line A)	0.00
b. Plus: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
14. Student Activity (Fund 08, functions 4000-5999, objects 1000-5999 except 5100)	0.00
15. Adult Education (Fund 11, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	22,578.00
16. Child Development (Fund 12, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	0.00
17. Cafeteria (Funds 13 & 61, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	2,500,696.00
18. Foundation (Funds 19 & 57, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	0.00
19. Total Base Costs (Lines B1 through B12 and Lines B13b through B18, minus Line B13a)	130,275,816.05
<b>C. Straight Indirect Cost Percentage Before Carry-Forward Adjustment</b> (For information only - not for use when claiming/recovering indirect costs) (Line A8 divided by Line B19)	5.18%
<b>D. Preliminary Proposed Indirect Cost Rate</b> (For final approved fixed-with-carry-forward rate for use in 2024-25 see <a href="http://www.cde.ca.gov/fg/ac/ic">www.cde.ca.gov/fg/ac/ic</a> ) (Line A10 divided by Line B19)	4.67%

**Part IV - Carry-forward Adjustment**

The carry-forward adjustment is an after-the-fact adjustment for the difference between indirect costs recoverable using the indirect cost rate approved for use in a given year, and the actual indirect costs incurred in that year. The carry-forward adjustment eliminates

the need for LEAs to file amended federal reports when their actual indirect costs vary from the estimated indirect costs on which the approved rate was based.

Where the ratio of indirect costs incurred in the current year is less than the estimated ratio of indirect costs on which the approved rate for use in the current year was based, the carry-forward adjustment is limited by using either the approved rate times current year base costs, or the highest rate actually used to recover costs from any program times current year base costs, if the highest rate used was less than the approved rate. Rates used to recover costs from programs are displayed in Exhibit A.

<b>A. Indirect costs incurred in the current year (Part III, Line A8)</b>	6,746,638.95
<b>B. Carry-forward adjustment from prior year(s)</b>	
1. Carry-forward adjustment from the second prior year	275,128.09
2. Carry-forward adjustment amount deferred from prior year(s), if any	0.00
<b>C. Carry-forward adjustment for under- or over-recovery in the current year</b>	
1. Under-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus (approved indirect cost rate (5.90%) times Part III, Line B19); zero if negative	0.00
2. Over-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus the lesser of (approved indirect cost rate (5.90%) times Part III, Line B19) or (the highest rate used to recover costs from any program (5.90%) times Part III, Line B19); zero if positive	(664,506.11)
<b>D. Preliminary carry-forward adjustment (Line C1 or C2)</b>	(664,506.11)
<b>E. Optional allocation of negative carry-forward adjustment over more than one year</b>	
Where a negative carry-forward adjustment causes the proposed approved rate to fall below zero or would reduce the rate at which the LEA could recover indirect costs to such an extent that it would cause the LEA significant fiscal harm, the LEA may request that the carry-forward adjustment be allocated over more than one year. Where allocation of a negative carry-forward adjustment over more than one year does not resolve a negative rate, the CDE will work with the LEA on a case-by-case basis to establish an approved rate.	
Option 1. Preliminary proposed approved rate (Part III, Line D) if entire negative carry-forward adjustment is applied to the current year calculation:	4.67%
Option 2. Preliminary proposed approved rate (Part III, Line D) if one-half of negative carry-forward adjustment (\$-332253.06) is applied to the current year calculation and the remainder (\$-332253.05) is deferred to one or more future years:	4.92%
Option 3. Preliminary proposed approved rate (Part III, Line D) if one-third of negative carry-forward adjustment (\$-221502.04) is applied to the current year calculation and the remainder (\$-443004.07) is deferred to one or more future years:	5.01%
LEA request for Option 1, Option 2, or Option 3	1
<b>F. Carry-forward adjustment used in Part III, Line A9 (Line D minus amount deferred if Option 2 or Option 3 is selected)</b>	(664,506.11)

Approved indirect cost rate: 5.90%  
Highest rate used in any program: 5.90%

Fund	Resource	Eligible Expenditures (Objects 1000-5999 except 4700 & 5100)	Indirect Costs Charged (Objects 7310 and 7350)	Rate Used
01	2600	2,089,799.00	123,298.00	5.90%
01	3010	1,173,889.00	69,259.00	5.90%
01	3182	265,062.00	15,638.00	5.90%
01	3213	6,134,070.00	13,651.00	0.22%
01	3305	227,927.00	13,448.00	5.90%
01	3308	18,328.00	1,081.00	5.90%
01	3310	3,674,276.00	216,781.00	5.90%
01	3315	35,254.00	2,080.00	5.90%
01	3327	111,162.00	6,559.00	5.90%
01	3410	379,652.00	17,772.00	4.68%
01	3550	70,011.00	3,500.00	5.00%
01	4035	203,354.00	11,997.00	5.90%
01	4127	127,536.00	7,525.00	5.90%
01	4201	26,744.00	535.00	2.00%
01	4203	193,543.00	3,871.00	2.00%
01	6010	301,820.00	15,091.00	5.00%
01	6053	186,038.00	10,977.00	5.90%
01	6266	1,376,595.00	81,219.00	5.90%
01	6387	848,602.00	50,062.00	5.90%
01	6388	331,363.00	19,550.00	5.90%
01	6500	12,955,988.00	760,450.00	5.87%
01	6512	93,431.00	5,512.00	5.90%
01	6520	208,484.00	12,301.00	5.90%
01	6536	93,845.00	5,537.00	5.90%
01	6537	418,891.00	24,715.00	5.90%
01	6546	332,405.00	19,600.00	5.90%
01	6547	467,128.00	27,560.00	5.90%
01	6762	2,499,633.00	147,479.00	5.90%
01	7311	19,307.00	1,139.00	5.90%
01	7412	253,403.00	14,951.00	5.90%
01	7413	117,742.00	6,947.00	5.90%
01	7435	4,781,462.00	282,107.00	5.90%
01	7810	82,228.00	4,851.00	5.90%
01	9010	5,237,816.00	13,721.00	0.26%



Budget, July 1  
2022-23 Unaudited Actuals  
LOTTERY REPORT  
Revenues, Expenditures and  
Ending Balances - All Funds

Description	Object Codes	Lottery: Unrestricted (Resource 1100)	Transferred to Other Resources for Expenditure	Lottery: Instructional Materials (Resource 6300)*	Totals
<b>A. AMOUNT AVAILABLE FOR THIS FISCAL YEAR</b>					
1. Adjusted Beginning Fund Balance	9791-9795	7,147.00		435,555.00	442,702.00
2. State Lottery Revenue	8560	951,232.00		374,948.00	1,326,180.00
3. Other Local Revenue	8600-8799	0.00		0.00	0.00
4. Transfers from Funds of Lapsed/Reorganized Districts	8965	0.00		0.00	0.00
5. Contributions from Unrestricted Resources (Total must be zero)	8980	0.00			0.00
6. Total Available (Sum Lines A1 through A5)		958,379.00	0.00	810,503.00	1,768,882.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>					
1. Certificated Salaries	1000-1999	712,411.00		0.00	712,411.00
2. Classified Salaries	2000-2999	0.00		0.00	0.00
3. Employee Benefits	3000-3999	238,821.00		0.00	238,821.00
4. Books and Supplies	4000-4999	0.00		640,785.00	640,785.00
5. a. Services and Other Operating Expenditures (Resource 1100)	5000-5999	0.00			0.00
b. Services and Other Operating Expenditures (Resource 6300)	5000-5999, except 5100, 5710, 5800			1,395.00	1,395.00
c. Duplicating Costs for Instructional Materials (Resource 6300)	5100, 5710, 5800			168,323.00	168,323.00
6. Capital Outlay	6000-6999	0.00		0.00	0.00
7. Tuition	7100-7199	0.00			0.00
8. Interagency Transfers Out					
a. To Other Districts, County Offices, and Charter Schools	7211, 7212, 7221, 7222, 7281, 7282	0.00			0.00
b. To JPAs and All Others	7213, 7223, 7283, 7299	0.00			0.00
9. Transfers of Indirect Costs	7300-7399	0.00			0.00
10. Debt Service	7400-7499	0.00			0.00
11. All Other Financing Uses	7630-7699	0.00			0.00
12. Total Expenditures and Other Financing Uses (Sum Lines B1 through B11 )		951,232.00	0.00	810,503.00	1,761,735.00
<b>C. ENDING BALANCE (Must equal Line A6 minus Line B12)</b>	979Z	7,147.00	0.00	0.00	7,147.00

**D. COMMENTS:**

Objects 5xxx are for online curriculum and web based classroom for science, math, and online books.

Data from this report will be used to prepare a report to the Legislature as required by Control Section 24.60 of the Budget Act.

\*Pursuant to Government Code Section 8860.4(a)(2)(B) and the definition in Education Code Section 60010(h), Resource 6300 funds are to be used for the purchase of instructional materials only. Any amounts in the shaded cells of this column should be reviewed for appropriateness.

Description	Object Codes	2023-24 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFF/Revenue Limit Sources	8010-8099	85,285,407.00	1.21%	86,315,032.00	0.31%	86,581,630.00
2. Federal Revenues	8100-8299	0.00	0.00%	0.00	0.00%	0.00
3. Other State Revenues	8300-8599	1,964,470.00	0.00%	1,964,470.00	0.00%	1,964,470.00
4. Other Local Revenues	8600-8799	7,024,738.00	-0.47%	6,992,014.00	-0.47%	6,959,453.00
5. Other Financing Sources						
a. Transfers In	8900-8929	2,500,000.00	0.00%	2,500,000.00	0.00%	2,500,000.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	(23,052,710.00)	3.32%	(23,818,304.00)	2.95%	(24,520,797.00)
6. Total (Sum lines A1 thru A5c)		73,721,905.00	0.31%	73,953,212.00	-0.63%	73,484,756.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				32,541,803.00		32,765,385.00
b. Step & Column Adjustment				500,137.00		479,189.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				(276,555.00)		(276,555.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	32,541,803.00	0.69%	32,765,385.00	0.62%	32,968,019.00
2. Classified Salaries						
a. Base Salaries				11,341,482.00		11,555,481.00
b. Step & Column Adjustment				213,999.00		218,278.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	11,341,482.00	1.89%	11,555,481.00	1.89%	11,773,759.00
3. Employee Benefits	3000-3999	19,655,857.90	6.19%	20,872,088.00	4.45%	21,800,706.00
4. Books and Supplies	4000-4999	3,170,116.00	0.00%	3,170,116.00	0.00%	3,170,116.00
5. Services and Other Operating Expenditures	5000-5999	8,225,859.00	2.29%	8,414,385.00	2.34%	8,611,135.00
6. Capital Outlay	6000-6999	154,862.00	0.00%	154,862.00	0.00%	154,862.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	25,362.00	0.00%	25,362.00	0.00%	25,362.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(982,525.00)	2.55%	(1,007,579.00)	2.55%	(1,033,273.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	1,000,000.00	0.00%	1,000,000.00	-100.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		75,132,816.90	2.42%	76,950,100.00	0.68%	77,470,686.00
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)</b>						
		(1,410,911.90)		(2,996,888.00)		(3,985,930.00)

Description	Object Codes	2023-24 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 01, line F1e)		21,401,314.00		19,990,402.10		16,993,514.10
2. Ending Fund Balance (Sum lines C and D1)		19,990,402.10		16,993,514.10		13,007,584.10
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00		83,769.84		83,769.84
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00				
2. Other Commitments	9760	10,937,965.00		7,653,627.00		2,967,695.00
d. Assigned	9780	0.00		0.00		0.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	0.00		3,375,510.00		3,408,300.00
2. Unassigned/Unappropriated	9790	9,052,437.10		5,880,607.26		6,547,819.26
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		19,990,402.10		16,993,514.10		13,007,584.10
<b>E. AVAILABLE RESERVES</b>						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		3,375,510.00		3,408,300.00
c. Unassigned/Unappropriated	9790	9,052,437.10		5,880,607.26		6,547,819.26
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)		9,052,437.10		9,256,117.26		9,956,119.26

**F. ASSUMPTIONS**

Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.

Line B1d for 2024-25 and 2025-26 is a projected decrease of 3.00 FTE in the out years due to declining enrollment.

Description	Object Codes	2023-24 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFF/Revenue Limit Sources	8010-8099	0.00	0.00%	0.00	0.00%	0.00
2. Federal Revenues	8100-8299	7,121,026.00	-56.31%	3,110,948.00	0.00%	3,110,948.00
3. Other State Revenues	8300-8599	7,901,901.00	-4.40%	7,554,565.00	0.00%	7,554,565.00
4. Other Local Revenues	8600-8799	953,010.00	0.00%	953,010.00	0.00%	953,010.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	23,052,710.00	3.32%	23,818,304.00	2.95%	24,520,797.00
6. Total (Sum lines A1 thru A5c)		39,028,647.00	-9.20%	35,436,827.00	1.98%	36,139,320.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				9,960,157.00		8,673,391.00
b. Step & Column Adjustment				149,402.00		130,101.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				(1,436,168.00)		
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	9,960,157.00	-12.92%	8,673,391.00	1.50%	8,803,492.00
2. Classified Salaries						
a. Base Salaries				5,850,764.00		4,623,818.00
b. Step & Column Adjustment				117,015.00		92,476.00
c. Cost-of-Living Adjustment						
d. Other Adjustments				(1,343,961.00)		
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	5,850,764.00	-20.97%	4,623,818.00	2.00%	4,716,294.00
3. Employee Benefits	3000-3999	11,251,410.00	-7.34%	10,425,222.00	3.11%	10,749,377.00
4. Books and Supplies	4000-4999	2,687,712.00	-2.14%	2,630,112.00	0.00%	2,630,111.00
5. Services and Other Operating Expenditures	5000-5999	7,928,729.00	-0.16%	7,915,914.00	0.00%	7,915,914.00
6. Capital Outlay	6000-6999	290,859.00	0.00%	290,859.00	0.00%	290,859.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	0.00	0.00%	0.00	0.00%	0.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	982,525.00	2.55%	1,007,579.00	2.55%	1,033,273.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		38,952,156.00	-8.69%	35,566,895.00	1.61%	36,139,320.00
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)</b>						
		76,491.00		(130,068.00)		0.00

Description	Object Codes	2023-24 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 01, line F1e)		53,577.00		130,068.00		0.00
2. Ending Fund Balance (Sum lines C and D1)		130,068.00		0.00		0.00
<b>3. Components of Ending Fund Balance</b>						
a. Nonspendable	9710-9719	0.00				
b. Restricted	9740	130,069.00				
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	(1.00)		0.00		0.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		130,068.00		0.00		0.00
<b>E. AVAILABLE RESERVES</b>						
1. General Fund						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						
<b>F. ASSUMPTIONS</b>						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
Lines B1d and B2d are backing out one-time funds for ESSER III and Strong Workforce Program and matching expenses.						

Description	Object Codes	2023-24 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
<b>A. REVENUES AND OTHER FINANCING SOURCES</b>						
1. LCFF/Revenue Limit Sources	8010-8099	85,285,407.00	1.21%	86,315,032.00	0.31%	86,581,630.00
2. Federal Revenues	8100-8299	7,121,026.00	-56.31%	3,110,948.00	0.00%	3,110,948.00
3. Other State Revenues	8300-8599	9,866,371.00	-3.52%	9,519,035.00	0.00%	9,519,035.00
4. Other Local Revenues	8600-8799	7,977,748.00	-0.41%	7,945,024.00	-0.41%	7,912,463.00
5. Other Financing Sources						
a. Transfers In	8900-8929	2,500,000.00	0.00%	2,500,000.00	0.00%	2,500,000.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		112,750,552.00	-2.98%	109,390,039.00	0.21%	109,624,076.00
<b>B. EXPENDITURES AND OTHER FINANCING USES</b>						
1. Certificated Salaries						
a. Base Salaries				42,501,960.00		41,438,776.00
b. Step & Column Adjustment				649,539.00		609,290.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(1,712,723.00)		(276,555.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	42,501,960.00	-2.50%	41,438,776.00	0.80%	41,771,511.00
2. Classified Salaries						
a. Base Salaries				17,192,246.00		16,179,299.00
b. Step & Column Adjustment				331,014.00		310,754.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				(1,343,961.00)		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	17,192,246.00	-5.89%	16,179,299.00	1.92%	16,490,053.00
3. Employee Benefits	3000-3999	30,907,267.90	1.26%	31,297,310.00	4.00%	32,550,083.00
4. Books and Supplies	4000-4999	5,857,828.00	-0.98%	5,800,228.00	0.00%	5,800,227.00
5. Services and Other Operating Expenditures	5000-5999	16,154,588.00	1.09%	16,330,299.00	1.20%	16,527,049.00
6. Capital Outlay	6000-6999	445,721.00	0.00%	445,721.00	0.00%	445,721.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	25,362.00	0.00%	25,362.00	0.00%	25,362.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	0.00	0.00%	0.00	0.00%	0.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	1,000,000.00	0.00%	1,000,000.00	-100.00%	0.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				0.00		0.00
11. Total (Sum lines B1 thru B10)		114,084,972.90	-1.37%	112,516,995.00	0.97%	113,610,006.00
<b>C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)</b>						
		(1,334,420.90)		(3,126,956.00)		(3,985,930.00)

Description	Object Codes	2023-24 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
<b>D. FUND BALANCE</b>						
1. Net Beginning Fund Balance (Form 01, line F1e)		21,454,891.00		20,120,470.10		16,993,514.10
2. Ending Fund Balance (Sum lines C and D1)		20,120,470.10		16,993,514.10		13,007,584.10
<b>3. Components of Ending Fund Balance</b>						
a. Nonspendable	9710-9719	0.00		83,769.84		83,769.84
b. Restricted	9740	130,069.00		0.00		0.00
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	10,937,965.00		7,653,627.00		2,967,695.00
d. Assigned	9780	0.00		0.00		0.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	0.00		3,375,510.00		3,408,300.00
2. Unassigned/Unappropriated	9790	9,052,436.10		5,880,607.26		6,547,819.26
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		20,120,470.10		16,993,514.10		13,007,584.10
<b>E. AVAILABLE RESERVES</b>						
<b>1. General Fund</b>						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		3,375,510.00		3,408,300.00
c. Unassigned/Unappropriated	9790	9,052,437.10		5,880,607.26		6,547,819.26
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z	(1.00)		0.00		0.00
<b>2. Special Reserve Fund - Noncapital Outlay (Fund 17)</b>						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1a thru E2c)		9,052,436.10		9,256,117.26		9,956,119.26
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		7.93%		8.23%		8.76%
<b>F. RECOMMENDED RESERVES</b>						
<b>1. Special Education Pass-through Exclusions</b>						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	Yes					

Description	Object Codes	2023-24 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2024-25 Projection (C)	% Change (Cols. E-C/C) (D)	2025-26 Projection (E)
<p>b. If you are the SELPA AU and are excluding special education pass-through funds:</p> <p>1. Enter the name(s) of the SELPA(s):</p> <hr/>						
<p>2. Special education pass-through funds</p> <p>(Column A: Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)</p>						
		0.00				
<p>2. District ADA</p> <p>Used to determine the reserve standard percentage level on line F3d (Col. A: Form A, Estimated P-2 ADA column, Lines A4 and C4; enter projections)</p>						
		5,343.11		5,168.31		5,079.07
<p>3. Calculating the Reserves</p>						
<p>a. Expenditures and Other Financing Uses (Line B11)</p>						
		114,084,972.90		112,516,995.00		113,610,006.00
<p>b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)</p>						
		0.00		0.00		0.00
<p>c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)</p>						
		114,084,972.90		112,516,995.00		113,610,006.00
<p>d. Reserve Standard Percentage Level (Refer to Form 01CS, Criterion 10 for calculation details)</p>						
		3.00%		3.00%		3.00%
<p>e. Reserve Standard - By Percent (Line F3c times F3d)</p>						
		3,422,549.19		3,375,509.85		3,408,300.18
<p>f. Reserve Standard - By Amount (Refer to Form 01CS, Criterion 10 for calculation details)</p>						
		0.00		0.00		0.00
<p>g. Reserve Standard (Greater of Line F3e or F3f)</p>						
		3,422,549.19		3,375,509.85		3,408,300.18
<p>h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)</p>						
		YES		YES		YES



Santa Cruz City Elementary/High  
Santa Cruz County

Budget, July 1  
2023-24  
General Fund  
Special Education Revenue Allocations  
Setup

44 40261 0000000  
Form SEAS  
E8BH8F72AJ(2023-24)

Current LEA:	44-40261-0000000 Santa Cruz City Elementary /High	
Selected SELPA:	SC	(Enter a SELPA ID from the list below then save and close)
POTENTIAL SELPAS FOR THIS LEA		DATE APPROVED
ID	SELPA-TITLE	(from Form SEA)
SC	North Santa Cruz County	

Budget, July 1  
2022-23 Estimated Actuals Unaudited Actuals  
SUMMARY OF INTERFUND ACTIVITIES  
FOR ALL FUNDS

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
01 GENERAL FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					2,500,000.00	2,000,000.00		
Fund Reconciliation							0.00	0.00
08 STUDENT ACTIVITY SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
09 CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
10 SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
11 ADULT EDUCATION FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
12 CHILD DEVELOPMENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
13 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
14 DEFERRED MAINTENANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
15 PUPIL TRANSPORTATION EQUIPMENT FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
17 SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
18 SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		

Budget, July 1  
2022-23 Estimated Actuals Unaudited Actuals  
SUMMARY OF INTERFUND ACTIVITIES  
FOR ALL FUNDS

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
Fund Reconciliation							0.00	0.00
19 FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation							0.00	0.00
20 SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail								
Other Sources/Uses Detail					2,000,000.00	0.00		
Fund Reconciliation							0.00	0.00
21 BUILDING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
25 CAPITAL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
30 STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
35 COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
40 SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	2,656,693.00		
Fund Reconciliation							0.00	0.00
49 CAP PROJ FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
51 BOND INTEREST AND REDEMPTION FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
52 DEBT SVC FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
53 TAX OVERRIDE FUND								
Expenditure Detail								

Budget, July 1  
2022-23 Estimated Actuals Unaudited Actuals  
SUMMARY OF INTERFUND ACTIVITIES  
FOR ALL FUNDS

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
56 DEBT SERVICE FUND								
Expenditure Detail								
Other Sources/Uses Detail					156,693.00	0.00		
Fund Reconciliation							0.00	0.00
57 FOUNDATION PERMANENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00		0.00		
Other Sources/Uses Detail							0.00	0.00
Fund Reconciliation								
61 CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
62 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
63 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
66 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
67 SELF-INSURANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
71 RETIREE BENEFIT FUND								
Expenditure Detail					0.00			
Other Sources/Uses Detail							0.00	0.00
Fund Reconciliation								
73 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation							0.00	0.00
76 WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail							0.00	0.00
Fund Reconciliation								
95 STUDENT BODY FUND								
Expenditure Detail								

Budget, July 1  
 2022-23 Estimated Actuals Unaudited Actuals  
 SUMMARY OF INTERFUND ACTIVITIES  
 FOR ALL FUNDS

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
Other Sources/Uses Detail Fund Reconciliation							0.00	0.00
TOTALS	0.00	0.00	0.00	0.00	4,656,693.00	4,656,693.00	0.00	0.00

Budget, July 1  
2023-24 Budget Budget, July 1  
SUMMARY OF INTERFUND ACTIVITIES  
FOR ALL FUNDS

Description	Direct Costs - Interfund Transfers In 5750	Transfers Out 5750	Indirect Costs - Interfund Transfers In 7350	Transfers Out 7350	Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
01 GENERAL FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					2,500,000.00	1,000,000.00		
Fund Reconciliation								
08 STUDENT ACTIVITY SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
09 CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
10 SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
11 ADULT EDUCATION FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
12 CHILD DEVELOPMENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
13 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
14 DEFERRED MAINTENANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
15 PUPIL TRANSPORTATION EQUIPMENT FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
17 SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
18 SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								

Budget, July 1  
2023-24 Budget Budget, July 1  
SUMMARY OF INTERFUND ACTIVITIES  
FOR ALL FUNDS

Description	Direct Costs - Interfund Transfers In 5750	Transfers Out 5750	Indirect Costs - Interfund Transfers In 7350	Transfers Out 7350	Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
19 FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation								
20 SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail								
Other Sources/Uses Detail					1,000,000.00	0.00		
Fund Reconciliation								
21 BUILDING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
25 CAPITAL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
30 STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
35 COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
40 SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	2,681,038.00		
Fund Reconciliation								
49 CAP PROJ FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
51 BOND INTEREST AND REDEMPTION FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
52 DEBT SVC FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
53 TAX OVERRIDE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								

Budget, July 1  
2023-24 Budget Budget, July 1  
SUMMARY OF INTERFUND ACTIVITIES  
FOR ALL FUNDS

Description	Direct Costs - Interfund Transfers In 5750	Transfers Out 5750	Indirect Costs - Interfund Transfers In 7350	Transfers Out 7350	Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
56 DEBT SERVICE FUND								
Expenditure Detail								
Other Sources/Uses Detail					181,038.00	0.00		
Fund Reconciliation								
57 FOUNDATION PERMANENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation								
61 CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
62 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
63 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
66 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
67 SELF-INSURANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
71 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
73 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
76 WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
95 STUDENT BODY FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
<b>TOTALS</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,681,038.00</b>	<b>3,681,038.00</b>		





Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).  
Deviations from the standards must be explained and may affect the approval of the budget.

**CRITERIA AND STANDARDS**

**1. CRITERION: Average Daily Attendance**

STANDARD: Funded average daily attendance (ADA) has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

	Percentage Level	District ADA
	3.0%	0 to 300
	2.0%	301 to 1,000
	1.0%	1,001 and over
District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4):	5,343.11	
District's ADA Standard Percentage Level:	1.0%	

**1A. Calculating the District's ADA Variances**

DATA ENTRY: For the Third, Second, and First Prior Years, enter Estimated Funded ADA in the Original Budget Funded ADA column; enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the Third, Second, and First Prior Years. All other data are extracted.

Fiscal Year	Original Budget Funded ADA (Form A, Lines A4 and C4)	Estimated/Unaudited Actuals Funded ADA (Form A, Lines A4 and C4)	ADA Variance Level (If Budget is greater than Actuals, else N/A)	Status
Third Prior Year (2020-21)				
District Regular	6,114	6,142		
Charter School				
<b>Total ADA</b>	<b>6,114</b>	<b>6,142</b>	<b>N/A</b>	<b>Met</b>
Second Prior Year (2021-22)				
District Regular	6,168	6,129		
Charter School				
<b>Total ADA</b>	<b>6,168</b>	<b>6,129</b>	<b>0.6%</b>	<b>Met</b>
First Prior Year (2022-23)				
District Regular	6,008	6,008		
Charter School		0		
<b>Total ADA</b>	<b>6,008</b>	<b>6,008</b>	<b>0.0%</b>	<b>Met</b>
Budget Year (2023-24)				
District Regular	5,815			
Charter School	0			
<b>Total ADA</b>	<b>5,815</b>			

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**1B. Comparison of District ADA to the Standard**

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DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for the first prior year.

**Explanation:**  
(required if NOT met)

1b. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for two or more of the previous three years.

**Explanation:**  
(required if NOT met)

2. CRITERION: Enrollment

STANDARD: Projected enrollment has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA
3.0%	0 to 300
2.0%	301 to 1,000
1.0%	1,001 and over

District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4):

District's Enrollment Standard Percentage Level:

2A. Calculating the District's Enrollment Variances

DATA ENTRY: Enter data in the Enrollment, Budget, column for all fiscal years and in the Enrollment, CBEDS Actual column for the First Prior Year; all other data are extracted or calculated. CBEDS Actual enrollment data preloaded in the District Regular lines will include both District Regular and Charter School enrollment. Districts will need to adjust the District Regular enrollment lines and the Charter School enrollment lines accordingly. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	Enrollment		Enrollment Variance Level (If Budget is greater than Actual, else N/A)	Status
	Budget	CBEDS Actual		
Third Prior Year (2020-21)				
District Regular	6,314	6,328		
Charter School				
<b>Total Enrollment</b>	<b>6,314</b>	<b>6,328</b>	<b>N/A</b>	<b>Met</b>
Second Prior Year (2021-22)				
District Regular	6,153	6,297		
Charter School				
<b>Total Enrollment</b>	<b>6,153</b>	<b>6,297</b>	<b>N/A</b>	<b>Met</b>
First Prior Year (2022-23)				
District Regular	6,120	5,965		
Charter School				
<b>Total Enrollment</b>	<b>6,120</b>	<b>5,965</b>	<b>2.5%</b>	<b>Not Met</b>
Budget Year (2023-24)				
District Regular	5,796			
Charter School				
<b>Total Enrollment</b>	<b>5,796</b>			

2B. Comparison of District Enrollment to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Enrollment was estimated above the standard for the first prior year. Provide reasons for the overestimate, a description of the methods and assumptions used in projecting enrollment, and what changes will be made to improve the accuracy of projections in this area.

Explanation:  
(required if NOT met)

The enrollment was overstated in the first prior year due to declining enrollment. We lost 196 students in our Secondary District alone in 2022-23.

- 1b. STANDARD MET - Enrollment has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:  
(required if NOT met)

3. CRITERION: ADA to Enrollment

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the budget year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

3A. Calculating the District's ADA to Enrollment Standard

DATA ENTRY: All data are extracted or calculated. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	P-2 ADA Estimated/Unaudited Actuals (Form A, Lines A4 and C4)	Enrollment CBEDS Actual (Criterion 2, Item 2A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2020-21)			
District Regular	5,865	6,328	
Charter School		0	
<b>Total ADA/Enrollment</b>	<b>5,865</b>	<b>6,328</b>	<b>92.7%</b>
Second Prior Year (2021-22)			
District Regular	5,680	6,297	
Charter School	0		
<b>Total ADA/Enrollment</b>	<b>5,680</b>	<b>6,297</b>	<b>90.2%</b>
First Prior Year (2022-23)			
District Regular	5,499	5,965	
Charter School			
<b>Total ADA/Enrollment</b>	<b>5,499</b>	<b>5,965</b>	<b>92.2%</b>
		Historical Average Ratio:	91.7%
		District's ADA to Enrollment Standard (historical average ratio plus 0.5%):	92.2%

3B. Calculating the District's Projected Ratio of ADA to Enrollment

DATA ENTRY: Enter data in the Estimated P-2 ADA column for the two subsequent years. Enter data in the Enrollment column for the two subsequent years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund only, for all fiscal years. All other data are extracted or calculated.

Fiscal Year	Estimated P-2 ADA Budget (Form A, Lines A4 and C4)	Enrollment Budget/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Budget Year (2023-24)				
District Regular	5,343	5,796		
Charter School	0			
<b>Total ADA/Enrollment</b>	<b>5,343</b>	<b>5,796</b>	<b>92.2%</b>	<b>Met</b>
1st Subsequent Year (2024-25)				
District Regular	5,168	5,606		
Charter School				
<b>Total ADA/Enrollment</b>	<b>5,168</b>	<b>5,606</b>	<b>92.2%</b>	<b>Not Met</b>
2nd Subsequent Year (2025-26)				
District Regular	5,079	5,509		
Charter School				
<b>Total ADA/Enrollment</b>	<b>5,079</b>	<b>5,509</b>	<b>92.2%</b>	<b>Not Met</b>

3C. Comparison of District ADA to Enrollment Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected P-2 ADA to enrollment ratio is above the standard for one or more of the budget or two subsequent fiscal years. Provide reasons why the projected ratio exceeds the district's historical average ratio by more than 0.5%.

Explanation:  
(required if NOT met)

We are using a 92.2% for ADA as our attendance is higher than the historical average ratio.

4. CRITERION: LCFF Revenue

STANDARD: Projected local control funding formula (LCFF) revenue for any of the budget year or two subsequent fiscal years has not changed from the prior fiscal year by more than the change in population, plus the district's gap funding or cost-of-living adjustment (COLA)<sup>1</sup> and its economic recovery target payment, plus or minus one percent.

For basic aid districts, projected LCFF revenue has not changed from the prior fiscal year by more than the percent change in property tax revenues plus or minus one percent.

For districts funded by necessary small school formulas, projected LCFF revenue has not changed from the prior fiscal year amount by more than the district's gap funding or COLA<sup>1</sup> and its economic recovery target payment, plus or minus one percent.

<sup>1</sup> Districts that are already at or above their LCFF target funding as described in Education Code Section 42238.03(d) receive no gap funding. These districts have a COLA applied to their LCFF target, but their year-over-year revenue increase might be less than the statutory COLA due to certain local factors and components of the funding formula.

4A. District's LCFF Revenue Standard

Indicate which standard applies:

- LCFF Revenue
- Basic Aid
- Necessary Small School

The District must select which LCFF revenue standard applies.

LCFF Revenue Standard selected: LCFF Revenue

4A1. Calculating the District's LCFF Revenue Standard

DATA ENTRY: Enter data in Step 1a for the two subsequent fiscal years. All other data is extracted or calculated. Enter data for Steps 2a through 2b1. All other data is calculated.

Note: Due to the full implementation of LCFF, gap funding and the economic recovery target increment payment amounts are no longer applicable.

Projected LCFF Revenue

	Prior Year (2022-23)	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
<b>Step 1 - Change in Population</b>				
a. ADA (Funded) (Form A, lines A6 and C4)	6,055.02	5,861.96	5,168.31	5,079.07
b. Prior Year ADA (Funded)		6,055.02	5,861.96	5,168.31
c. Difference (Step 1a minus Step 1b)		(193.06)	(693.65)	(89.24)
d. Percent Change Due to Population (Step 1c divided by Step 1b)		(3.19%)	(11.83%)	(1.73%)
<b>Step 2 - Change in Funding Level</b>				
a. Prior Year LCFF Funding		81,697,496.00	85,285,407.00	86,315,032.00
b1. COLA percentage		8.13%	3.54%	3.31%
b2. COLA amount (proxy for purposes of this criterion)		6,642,006.42	3,019,103.41	2,857,027.56
c. Percent Change Due to Funding Level (Step 2b2 divided by Step 2a)		8.13%	3.54%	3.31%
<b>Step 3 - Total Change in Population and Funding Level (Step 1d plus Step 2c)</b>				
		4.94%	(8.29%)	1.58%
LCFF Revenue Standard (Step 3, plus/minus 1%):		3.94% to 5.94%	-9.29% to -7.29%	0.58% to 2.58%

**4A2. Alternate LCFF Revenue Standard - Basic Aid**

DATA ENTRY: If applicable to your district, input data in the 1st and 2nd Subsequent Year columns for projected local property taxes; all other data are extracted or calculated.

**Basic Aid District Projected LCFF Revenue**

	Prior Year (2022-23)	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Projected Local Property Taxes (Form 01, Objects 8021 - 8089)	67,036,959.00	69,421,216.00	71,891,926.00	74,452,280.00
Percent Change from Previous Year		N/A	N/A	N/A
<b>Basic Aid Standard (percent change from previous year, plus/minus 1%):</b>		N/A	N/A	N/A

**4A3. Alternate LCFF Revenue Standard - Necessary Small School**

DATA ENTRY: All data are extracted or calculated.

**Necessary Small School District Projected LCFF Revenue**

	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
<b>Necessary Small School Standard (COLA Step 2c, plus/minus 1%):</b>	N/A	N/A	N/A

**4B. Calculating the District's Projected Change in LCFF Revenue**

DATA ENTRY: Enter data in the 1st and 2nd Subsequent Year columns for LCFF Revenue; all other data are extracted or calculated.

	Prior Year (2022-23)	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)	65,730,573.00	69,566,591.00	69,473,204.00	71,539,052.00
District's Projected Change in LCFF Revenue:		4.47%	(.10%)	2.31%
<b>LCFF Revenue Standard</b>		<b>3.94% to 5.94%</b>	<b>-9.29% to -7.29%</b>	<b>0.58% to 2.58%</b>
<b>Status:</b>		Met	Not Met	Met

**4C. Comparison of District LCFF Revenue to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected change in LCFF revenue is outside the standard in one or more of the budget or two subsequent fiscal years. Provide reasons why the projection(s) exceed the standard(s) and a description of the methods and assumptions used in projecting LCFF revenue.

Explanation:  
(required if NOT met)

In FY 2023-24 we dropped the property tax increase from 4% to 3% for the Elementary District only which is Basic Aid, including the two out years. In FY 2024-25 the COLA goes down from 8.13% to 3.54%.

5. CRITERION: Salaries and Benefits

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the budget year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Estimated/Unaudited Actuals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	
Third Prior Year (2020-21)	53,109,863.26	58,555,665.79	90.7%
Second Prior Year (2021-22)	56,424,339.05	63,525,394.12	88.8%
First Prior Year (2022-23)	63,717,523.00	73,948,193.00	86.2%
	Historical Average Ratio:		88.6%

	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
District's Reserve Standard Percentage (Criterion 10B, Line 4):	3.0%	3.0%	3.0%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	85.6% to 91.6%	85.6% to 91.6%	85.6% to 91.6%

5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: If Form MYP exists, Unrestricted Salaries and Benefits, and Total Unrestricted Expenditures data for the 1st and 2nd Subsequent Years will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Fiscal Year	Budget - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
	Salaries and Benefits (Form 01, Objects 1000-3999) (Form MYP, Lines B1-B3)	Total Expenditures (Form 01, Objects 1000-7499) (Form MYP, Lines B1-B8, B10)		
Budget Year (2023-24)	63,539,142.90	74,132,816.90	85.7%	Met
1st Subsequent Year (2024-25)	65,192,954.00	75,950,100.00	85.8%	Met
2nd Subsequent Year (2025-26)	66,542,484.00	77,470,686.00	85.9%	Met

5C. Comparison of District Salaries and Benefits Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Ratio of total unrestricted salaries and benefits to total unrestricted expenditures has met the standard for the budget and two subsequent fiscal years.

Explanation:  
(required if NOT met)



6. CRITERION: Other Revenues and Expenditures

STANDARD: Projected operating revenues (including federal, other state, and other local) or expenditures (including books and supplies, and services and other operating), for any of the budget year or two subsequent fiscal years, have not changed from the prior fiscal year amount by more than the percentage change in population and the funded cost-of-living adjustment (COLA) plus or minus ten percent.

For each major object category, changes that exceed the percentage change in population and the funded COLA plus or minus five percent must be explained.

6A. Calculating the District's Other Revenues and Expenditures Standard Percentage Ranges

DATA ENTRY: All data are extracted or calculated.

	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
1. District's Change in Population and Funding Level (Criterion 4A1, Step 3):	4.94%	(8.29%)	1.58%
2. District's Other Revenues and Expenditures Standard Percentage Range (Line 1, plus/minus 10%):	-5.06% to 14.94%	-18.29% to 1.71%	-8.42% to 11.58%
3. District's Other Revenues and Expenditures Explanation Percentage Range (Line 1, plus/minus 5%):	-0.06% to 9.94%	-13.29% to -3.29%	-3.42% to 6.58%

6B. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range (Section 6A, Line 3)

DATA ENTRY: If Form MYP exists, the 1st and 2nd Subsequent Year data for each revenue and expenditure section will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Change Is Outside Explanation Range
<b>Federal Revenue (Fund 01, Objects 8100-8299) (Form MYR, Line A2)</b>			
First Prior Year (2022-23)	15,240,822.00		
Budget Year (2023-24)	7,121,026.00	(53.28%)	Yes
1st Subsequent Year (2024-25)	3,110,948.00	(56.31%)	Yes
2nd Subsequent Year (2025-26)	3,110,948.00	0.00%	No

Explanation:  
(required if Yes)

The majority of this is due to spending down the one-time LLMF funds in FY 2022-23, ESSER II-\$2,060,325, ESSER III-\$7,790,502, GEER II-ELC-\$281,245, ESSER III-ELC-\$71,347 and ESSER III-State Reserves ELC-\$680,397. Also, includes Special Ed American Rescue Plan funds totaling \$266,465. In FY 2023-24 we spending down the last of the one-time funds in ESSER III-\$4,010,078.

<b>Other State Revenue (Fund 01, Objects 8300-8599) (Form MYR, Line A3)</b>			
First Prior Year (2022-23)	17,773,014.00		
Budget Year (2023-24)	9,866,371.00	(44.49%)	Yes
1st Subsequent Year (2024-25)	9,519,035.00	(3.52%)	No
2nd Subsequent Year (2025-26)	9,519,035.00	0.00%	No

Explanation:  
(required if Yes)

In FY 2023-24 we are not including the one-time funds for AMIM of \$2,647,112 and Learning Recovery Emergency BG of \$5,063,569 that we had budgeted in FY 2022-23.

<b>Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYR, Line A4)</b>			
First Prior Year (2022-23)	10,164,518.00		
Budget Year (2023-24)	7,977,748.00	(21.51%)	Yes
1st Subsequent Year (2024-25)	7,945,024.00	(.41%)	Yes
2nd Subsequent Year (2025-26)	7,912,463.00	(.41%)	No

Explanation:  
(required if Yes)

In FY 2023-24 we are not including the CTE MOU's of \$448,000 that we had in FY 2022-23. We are also not including donations of \$1,842,386. In FY 2024-25 it's the projected decrease of .05% of our Parcel Tax revenue due to tax exemptions.

**Books and Supplies (Fund 01, Objects 4000-4999) (Form MYP, Line B4)**

First Prior Year (2022-23)	28,576,318.00		
Budget Year (2023-24)	5,857,828.00	(79.50%)	Yes
1st Subsequent Year (2024-25)	5,800,228.00	(.98%)	Yes
2nd Subsequent Year (2025-26)	5,800,227.00	0.00%	No

**Explanation:**  
(required if Yes)

The decrease in 2023-24 is due to the matching expenses for the LLMF funds, AMIM, Learning Recovery, and Donations. In FY 2024-25 we did not include the funds for ESSER III or Strong Workforce Res 6388.

**Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYP, Line B5)**

First Prior Year (2022-23)	17,935,944.00		
Budget Year (2023-24)	16,154,588.00	(9.93%)	Yes
1st Subsequent Year (2024-25)	16,330,299.00	1.09%	Yes
2nd Subsequent Year (2025-26)	16,527,049.00	1.20%	No

**Explanation:**  
(required if Yes)

In FY 2023-24 there is a decrease for the Special Ed Dispute & learning recovery funds, one-time LLMF funds, as well as carry over funds for other restricted programs. In FY 2024-25 we are projecting an increase in insurance, utilities, and services.

**6C. Calculating the District's Change in Total Operating Revenues and Expenditures (Section 6A, Line 2)**

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Status
----------------------------	--------	--------------------------------------	--------

**Total Federal, Other State, and Other Local Revenue (Criterion 6B)**

First Prior Year (2022-23)	43,178,354.00		
Budget Year (2023-24)	24,965,145.00	(42.18%)	Not Met
1st Subsequent Year (2024-25)	20,575,007.00	(17.59%)	Met
2nd Subsequent Year (2025-26)	20,542,446.00	(.16%)	Met

**Total Books and Supplies, and Services and Other Operating Expenditures (Criterion 6B)**

First Prior Year (2022-23)	46,512,262.00		
Budget Year (2023-24)	22,012,416.00	(52.67%)	Not Met
1st Subsequent Year (2024-25)	22,130,527.00	.54%	Met
2nd Subsequent Year (2025-26)	22,327,276.00	.89%	Met

**6D. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range**

DATA ENTRY: Explanations are linked from Section 6B if the status in Section 6C is not met; no entry is allowed below.

1a. STANDARD NOT MET - Projected total operating revenues have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

**Explanation:**  
Federal Revenue  
(linked from 6B  
if NOT met)

The majority of this is due to spending down the one-time LLMF funds in FY 2022-23, ESSER II-\$2,060,325, ESSER III-\$7,790,502, GEER II-ELO-\$281,245, ESSER III-ELO-\$71,347 and ESSER III-State Reserves ELO-\$680,397. Also, includes Special Ed American Rescue Plan funds totaling \$266,465. In FY 2023-24 we spending down the last of the one-time funds in ESSER III-\$4,010,078.

**Explanation:**  
Other State Revenue  
(linked from 6B  
if NOT met)

In FY 2023-24 we are not including the one-time funds for AMIM of \$2,647,112 and Learning Recovery Emergency BG of \$5,063,569 that we had budgeted in FY 2022-23.

**Explanation:**  
Other Local Revenue  
(linked from 6B  
if NOT met)

In FY 2023-24 we are not including the CTE MOU's of \$448,000 that we had in FY 2022-23. We are also not including donations of \$1,842,386. In FY 2024-25 it's the projected decrease of .05% of our Parcel Tax revenue due to tax exemptions.

1b. STANDARD NOT MET - Projected total operating expenditures have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating expenditures within the standard must be entered in Section 6A above and will also display in the explanation box below.

**Explanation:**  
Books and Supplies  
(linked from 6B  
if NOT met)

The decrease in 2023-24 is due to the matching expenses for the LLMF funds, AMIM, Learning Recovery, and Donations. In FY 2024-25 we did not include the funds for ESSER III or Strong Workforce Res 6388.

**Explanation:**  
Services and Other Exps  
(linked from 6B  
if NOT met)

In FY 203-24 there is a decrease for the Special Ed Dispute & learning recovery funds, one-time LLMF funds, as well as carry over funds for other restricted programs. In FY 2024-25 we are projecting an increase in insurance, utilities, and services.

7. CRITERION: Facilities Maintenance

STANDARD: Confirm that the annual contribution for facilities maintenance funding is not less than the amount required pursuant to Education Code Section 17070.75, if applicable, and that the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

**Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)**

NOTE: EC Section 17070.75 requires the district to deposit into the account a minimum amount equal to or greater than three percent of the total general fund expenditures and other financing uses for that fiscal year. Statute exclude the following resource codes from the total general fund expenditures calculation: 3212, 3213, 3214, 3216, 3218, 3219, 3225, 3226, 3227, 3228, 5316, 5632, 5633, 5634, 7027, and 7690.

DATA ENTRY: Click the appropriate Yes or No button for special education local plan area (SELPA) administrative units (AUs); all other data are extracted or calculated. If standard is not met, enter an X in the appropriate box and enter an explanation, if applicable.

1. a. For districts that are the AU of a SELPA, do you choose to exclude revenues that are passed through to participating members of the SELPA from the OMMA/RMA required minimum contribution calculation?

No

b. Pass-through revenues and apportionments that may be excluded from the OMMA/RMA calculation per EC Section 17070.75(b)(2)(D) (Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223)

0.00

2. Ongoing and Major Maintenance/Restricted Maintenance Account

a. Budgeted Expenditures and Other Financing Uses (Form 01, objects 1000-7999, exclude resources 3212, 3213, 3214, 3216, 3218, 3219, 3225, 3226, 3227, 3228, 5316, 5632, 5633, 5634, 7027, and 7690)

106,208,088.90

b. Plus: Pass-through Revenues and Apportionments (Line 1b, if line 1a is No)

0.00

3% Required

Budgeted Contribution<sup>1</sup>

Minimum Contribution  
(Line 2c times 3%)

to the Ongoing and Major  
Maintenance Account

Status

c. Net Budgeted Expenditures and Other Financing Uses

106,208,088.90

3,186,242.67

3,417,350.00

Met

<sup>1</sup> Fund 01, Resource 8150, Objects 8900-8999

If standard is not met, enter an X in the box that best describes why the minimum required contribution was not made:

- Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998)
- Exempt (due to district's small size [EC Section 17070.75 (b)(2)(E)])
- Other (explanation must be provided)

Explanation:  
(required if NOT met  
and Other is marked)

8. CRITERION: Deficit Spending

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves<sup>1</sup> as a percentage of total expenditures and other financing uses<sup>2</sup> in two out of three prior fiscal years.

8A. Calculating the District's Deficit Spending Standard Percentage Levels

DATA ENTRY: All data are extracted or calculated.

	Third Prior Year (2020-21)	Second Prior Year (2021-22)	First Prior Year (2022-23)
1. District's Available Reserve Amounts (resources 0000-1999)			
a. Stabilization Arrangements (Funds 01 and 17, Object 9750)	0.00	0.00	0.00
b. Reserve for Economic Uncertainties (Funds 01 and 17, Object 9789)	2,765,952.94	2,982,028.00	0.00
c. Unassigned/Unappropriated (Funds 01 and 17, Object 9790)	8,276,951.11	12,932,145.63	11,753,034.14
d. Negative General Fund Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999)	0.00	0.00	(1.00)
e. Available Reserves (Lines 1a through 1d)	11,042,904.05	15,914,173.63	11,753,033.14
2. Expenditures and Other Financing Uses			
a. District's Total Expenditures and Other Financing Uses (Fund 01, objects 1000-7999)	92,198,431.42	99,400,946.34	140,631,587.00
b. Plus: Special Education Pass-through Funds (Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223)			0.00
c. Total Expenditures and Other Financing Uses (Line 2a plus Line 2b)	92,198,431.42	99,400,946.34	140,631,587.00
3. District's Available Reserve Percentage (Line 1e divided by Line 2c)	12.0%	16.0%	8.4%
<b>District's Deficit Spending Standard Percentage Levels (Line 3 times 1/3):</b>	<b>4.0%</b>	<b>5.3%</b>	<b>2.8%</b>

<sup>1</sup>Available reserves are the unrestricted amounts in the Stabilization Arrangement, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

<sup>2</sup>A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

8B. Calculating the District's Deficit Spending Percentages

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Net Change in Unrestricted Fund Balance (Form 01, Section E)	Total Unrestricted Expenditures and Other Financing Uses (Form 01, Objects 1000- 7999)	Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
Third Prior Year (2020-21)	7,574,969.71	58,555,863.88	N/A	Met
Second Prior Year (2021-22)	3,384,322.29	63,525,394.12	N/A	Met
First Prior Year (2022-23)	(5,684,887.00)	75,948,193.00	7.5%	Not Met
Budget Year (2023-24) (Information only)	(1,410,911.90)	75,132,816.90		

8C. Comparison of District Deficit Spending to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Unrestricted deficit spending, if any, has not exceeded the standard percentage level in two or more of the three prior years.

**Explanation:**  
(required if NOT met)

In FY 2022-23 our excess in Revenue is not enough to cover our contributions to our Special Ed programs.

9. CRITERION: Fund Balance

STANDARD: Budgeted beginning unrestricted general fund balance has not been overestimated for two out of three prior fiscal years by more than the following percentage levels:

Percentage Level <sup>1</sup>	District ADA
1.7%	0 to 300
1.3%	301 to 1,000
1.0%	1,001 to 30,000
0.7%	30,001 to 400,000
0.3%	400,001 and over

<sup>1</sup> Percentage levels equate to a rate of deficit spending which would eliminate recommended reserves for economic uncertainties over a three year period.

District Estimated P-2 ADA (Form A, Lines A6 and C4):

District's Fund Balance Standard Percentage Level:

9A. Calculating the District's Unrestricted General Fund Beginning Balance Percentages

DATA ENTRY: Enter data in the Original Budget column for the First, Second, and Third Prior Years; all other data are extracted or calculated.

Fiscal Year	Unrestricted General Fund Beginning Balance <sup>2</sup> (Form 01, Line F1e, Unrestricted Column)		Beginning Fund Balance Variance Level (If overestimated, else N/A)		Status
	Original Budget	Estimated/Unaudited Actuals			
Third Prior Year (2020-21)	14,915,568.47	16,126,910.26	N/A		Met
Second Prior Year (2021-22)	17,159,928.26	23,701,879.97	N/A		Met
First Prior Year (2022-23)	20,493,320.10	27,086,201.00	N/A		Met
Budget Year (2023-24) (Information only)	21,401,314.00				

<sup>2</sup> Adjusted beginning balance, including audit adjustments and other restatements (objects 9791-9795)

9B. Comparison of District Unrestricted Beginning Fund Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Unrestricted general fund beginning fund balance has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:  
(required if NOT met)

10. CRITERION: Reserves

STANDARD: Available reserves<sup>1</sup> for any of the budget year or two subsequent fiscal years are not less than the following percentages or amounts<sup>2</sup> as applied to total expenditures and other financing uses<sup>3</sup>:

DATA ENTRY: Budget Year data are extracted. If Form MYP exists, 1st and 2nd Subsequent Year data will be extracted. If not, enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the two subsequent years.

Percentage Level	District ADA
5% or \$80,000 (greater of)	0 to 300
4% or \$80,000 (greater of)	301 to 1,000
3%	1,001 to 30,000
2%	30,001 to 400,000
1%	400,001 and over

<sup>1</sup> Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

<sup>2</sup> Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment, as referenced in Education Code Section 42238.02, rounded to the nearest thousand.

<sup>3</sup> A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
District Estimated P-2 ADA (Budget Year, Form A, Lines A4 and C4, Subsequent Years, Form MYP, Line F2, if available.)	5,343	5,168	5,079
District's Reserve Standard Percentage Level:	3%	3%	3%

10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)

DATA ENTRY: For SELPA AUs, if Form MYP exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b; Budget Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYP, Lines F1a, F1b1, and F1b2):

1. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?

Yes

2. If you are the SELPA AU and are excluding special education pass-through funds:

a. Enter the name(s) of the SELPA(s):

b. Special Education Pass-through Funds  
(Fund 10, resources 3300-3499, 6500-6540 and 6546,  
objects 7211-7213 and 7221-7223)

	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
b. Special Education Pass-through Funds (Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223)	0.00		

10B. Calculating the District's Reserve Standard

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 and 2 will be extracted; if not, enter data for the two subsequent years.

All other data are extracted or calculated.

	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
1. Expenditures and Other Financing Uses (Fund 01, objects 1000-7999) (Form MYP, Line B11)	114,084,972.90	112,516,995.00	113,610,006.00
2. Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)			
3. Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	114,084,972.90	112,516,995.00	113,610,006.00
4. Reserve Standard Percentage Level	3%	3%	3%
5. Reserve Standard - by Percent (Line B3 times Line B4)	3,422,549.19	3,375,509.85	3,408,300.18
6. Reserve Standard - by Amount			



	(\$90,000 for districts with 0 to 1,000 ADA, else 0)	0.00	0.00	0.00
7.	District's Reserve Standard (Greater of Line B5 or Line B6)	3,422,549.19	3,375,509.85	3,408,300.18

**10C. Calculating the District's Budgeted Reserve Amount**

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 through 7 will be extracted; if not, enter data for the two subsequent years.  
All other data are extracted or calculated.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4):

	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYP, Line E1a)	0.00		
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYP, Line E1b)	0.00	3,375,510.00	3,408,300.00
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYP, Line E1c)	9,052,437.10	5,880,607.26	6,547,819.26
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYP, Line E1d)	(1.00)	0.00	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYP, Line E2a)	0.00		
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYP, Line E2b)	0.00		
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYP, Line E2c)	0.00		
8. District's Budgeted Reserve Amount (Lines C1 thru C7)	9,052,436.10	9,256,117.26	9,956,119.26
9. District's Budgeted Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	7.93%	8.23%	8.76%
<b>District's Reserve Standard (Section 10B, Line 7):</b>	<b>3,422,549.19</b>	<b>3,375,509.85</b>	<b>3,408,300.18</b>
Status:	Met	Met	Met

**10D. Comparison of District Reserve Amount to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected available reserves have met the standard for the budget and two subsequent fiscal years.

Explanation:  
(required if NOT met)

SUPPLEMENTAL INFORMATION

DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

**S1. Contingent Liabilities**

1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?

No

1b. If Yes, identify the liabilities and how they may impact the budget:

**S2. Use of One-time Revenues for Ongoing Expenditures**

1a. Does your district have ongoing general fund expenditures in the budget in excess of one percent of the total general fund expenditures that are funded with one-time resources?

Yes

1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

We are using our one-time Learning Loss Mitigation funds to support our invention programs and address learning loss from the different funds that cross fiscal years. We are using the final year of these funds and we are making decisions on which programs to continue based on success and using commitments for those programs in the out years.

**S3. Use of Ongoing Revenues for One-time Expenditures**

1a. Does your district have large non-recurring general fund expenditures that are funded with ongoing general fund revenues?

No

1b. If Yes, identify the expenditures:

**S4. Contingent Revenues**

1a. Does your district have projected revenues for the budget year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?

No

1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

**S5. Contributions**

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the budget year and two subsequent fiscal years. Provide an explanation if contributions have changed from the prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether contributions are ongoing or one-time in nature.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the budget year and two subsequent fiscal years. Provide an explanation if transfers have changed from the prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether transfers are ongoing or one-time in nature.

Estimate the impact of any capital projects on the general fund operational budget.

District's Contributions and Transfers Standard: -10.0% to +10.0% or -\$20,000 to +\$20,000

**S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund**

DATA ENTRY: For Contributions, enter data in the Projection column for the 1st and 2nd Subsequent Years. Contributions for the First Prior Year and Budget Year data will be extracted. For Transfers In and Transfers Out, the First Prior Year and Budget Year data will be extracted. If Form MYP exists, the data will be extracted for the 1st and 2nd Subsequent Years. If Form MYP does not exist, enter data for the 1st and 2nd Subsequent Years. Click the appropriate button for 1d. All other data are extracted or calculated.

Description / Fiscal Year	Projection	Amount of Change	Percent Change	Status
<b>1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)</b>				
First Prior Year (2022-23)	(22,689,709.00)			
Budget Year (2023-24)	(23,052,710.00)	363,001.00	1.6%	Met
1st Subsequent Year (2024-25)	(23,818,304.00)	765,594.00	3.3%	Met
2nd Subsequent Year (2025-26)	(24,520,797.00)	702,493.00	2.9%	Met
<b>1b. Transfers In, General Fund *</b>				
First Prior Year (2022-23)	2,500,000.00			
Budget Year (2023-24)	2,500,000.00	0.00	0.0%	Met
1st Subsequent Year (2024-25)	2,500,000.00	0.00	0.0%	Met
2nd Subsequent Year (2025-26)	2,500,000.00	0.00	0.0%	Met
<b>1c. Transfers Out, General Fund *</b>				
First Prior Year (2022-23)	2,000,000.00			
Budget Year (2023-24)	1,000,000.00	(1,000,000.00)	(50.0%)	Not Met
1st Subsequent Year (2024-25)	1,000,000.00	0.00	0.0%	Met
2nd Subsequent Year (2025-26)	0.00	(1,000,000.00)	(100.0%)	Not Met

**1d. Impact of Capital Projects**

Do you have any capital projects that may impact the general fund operational budget?

No

\* Include transfers used to cover operating deficits in either the general fund or any other fund.

**S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects**

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for item 1d.

1a. MET - Projected contributions have not changed by more than the standard for the budget and two subsequent fiscal years.

**Explanation:**

(required if NOT met)

1b. MET - Projected transfers in have not changed by more than the standard for the budget and two subsequent fiscal years.

**Explanation:**

(required if NOT met)

1c. NOT MET - The projected transfers out of the general fund have changed by more than the standard for one or more of the budget or subsequent two fiscal years. Identify the amount(s) transferred, by fund, and whether transfers are ongoing or one-time in nature. If ongoing, explain the district's plan, with timeframes, for reducing or eliminating the transfers.

**Explanation:**  
(required if NOT met)

In FY 2022-23 we transferred \$2 million over to post employment benefits. We have commitments from the board to transfer \$1 million to post employment benefits for FY 2023-24 and 2024-25 only.

1d. NO - There are no capital projects that may impact the general fund operational budget.

**Project Information:**  
(required if YES)

**S6. Long-term Commitments**

Identify all existing and new multiyear commitments<sup>1</sup> and their annual required payments for the budget year and two subsequent fiscal years. Explain how any increase in annual payments will be funded. Also explain how any decrease to funding sources used to pay long-term commitments will be replaced.

<sup>1</sup> Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

**S6A. Identification of the District's Long-term Commitments**

DATA ENTRY: Click the appropriate button in item 1 and enter data in all columns of item 2 for applicable long-term commitments; there are no extractions in this section.

1. Does your district have long-term (multiyear) commitments?

(If No, skip item 2 and Sections S6B and S6C)

Yes

2. If Yes to item 1, list all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in item S7A.

Type of Commitment	# of Years	SACS Fund and Object Codes Used For:		Principal Balance as of July 1, 2023
		Funding Sources (Revenues)	Debt Service (Expenditures)	
Leases	9	RDA Pass Through	Fund 40 Objects 7438/7439	6,033,042
Certificates of Participation	4	RDA Pass Through	Fund 56 Objects 7438/7439	580,000
General Obligation Bonds	Multiple	Property Taxes	Fund 51 Objects 7438/7439	145,822,999
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (do not include OPEB):

Type of Commitment	# of Years	Funding Sources (Revenues)	Debt Service (Expenditures)	Principal Balance as of July 1, 2023
<b>TOTAL:</b>				152,436,041

Type of Commitment (continued)	Prior Year	Budget Year	1st Subsequent Year	2nd Subsequent Year
	(2022-23)	(2023-24)	(2024-25)	(2025-26)
	Annual Payment	Annual Payment	Annual Payment	Annual Payment
	(P & I)	(P & I)	(P & I)	(P & I)
Leases	749,242	720,897	720,847	720,796
Certificates of Participation	150,942	181,038	176,364	166,200
General Obligation Bonds	15,919,110	15,853,263	15,606,715	15,924,512
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				
Other Long-term Commitments (continued):				
Total Annual Payments:	16,819,294	16,755,198	16,503,926	16,811,508
Has total annual payment increased over prior year (2022-23)?		No	No	No

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**S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment**

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DATA ENTRY: Enter an explanation if Yes.

- 1a. No - Annual payments for long-term commitments have not increased in one or more of the budget and two subsequent fiscal years.

**Explanation:**  
(required if Yes  
to increase in total  
annual payments)

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**S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments**

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DATA ENTRY: Click the appropriate Yes or No button in item 1; if Yes, an explanation is required in item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No

2. No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment annual payments.

**Explanation:**  
(required if Yes)

**S7. Unfunded Liabilities**

Estimate the unfunded liability for postemployment benefits other than pensions (OPEB) based on an actuarial valuation, if required, or other method; identify or estimate the actuarially determined contribution (if available); and indicate how the obligation is funded (pay-as-you-go, amortized over a specific period, etc.).

Estimate the unfunded liability for self-insurance programs such as workers' compensation based on an actuarial valuation, if required, or other method; identify or estimate the required contribution; and indicate how the obligation is funded (level of risk retained, funding approach, etc.).

**S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other than Pensions (OPEB)**

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section except the budget year data on line 5b.

1 Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 2-5)

Yes

2 For the district's OPEB:

a. Are they lifetime benefits?

No

b. Do benefits continue past age 65?

No

c. Describe any other characteristics of the district's OPEB program including eligibility criteria and amounts, if any, that retirees are required to contribute toward their own benefits:

3 a. Are OPEB financed on a pay-as-you-go, actuarial cost, or other method?

Pay-as-you-go

b. Indicate any accumulated amounts earmarked for OPEB in a self-insurance or governmental fund

Self-Insurance Fund	Governmental Fund
0	0

4 OPEB Liabilities

a. Total OPEB liability

20,439,490.00

b. OPEB plan(s) fiduciary net position (if applicable)

0.00

c. Total/Net OPEB liability (Line 4a minus Line 4b)

20,439,490.00

d. Is total OPEB liability based on the district's estimate or an actuarial valuation?

Actuarial

e. If based on an actuarial valuation, indicate the measurement date of the OPEB valuation

6/30/2021

5 OPEB Contributions

a. OPEB actuarially determined contribution (ADC), if available, per actuarial valuation or Alternative Measurement Method

	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
	2,394,122.00	2,394,122.00	2,394,122.00
b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (funds 01-70, objects 3701-3752)	622,178.00	663,876.00	708,457.00
c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)	580,906.00	594,575.00	673,781.00
d. Number of retirees receiving OPEB benefits	54.00	54.00	54.00

**S7B. Identification of the District's Unfunded Liability for Self-Insurance Programs**

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section.

1. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB, which is covered in Section S7A) (If No, skip items 2-4)

No

2. Describe each self-insurance program operated by the district, including details for each such as level of risk retained, funding approach, basis for valuation (district's estimate or actuarial), and date of the valuation:

3. Self-Insurance Liabilities

- a. Accrued liability for self-insurance programs
- b. Unfunded liability for self-insurance programs


4. Self-Insurance Contributions

- a. Required contribution (funding) for self-insurance programs
- b. Amount contributed (funded) for self-insurance programs

Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)



**S8. Status of Labor Agreements**

Analyze the status of all employee labor agreements. Identify new labor agreements, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues, and explain how these commitments will be funded in future fiscal years.

**If salary and benefit negotiations are not finalized at budget adoption, upon settlement with certificated or classified staff:**

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards, and may provide written comments to the president of the district governing board and superintendent.

**S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees**

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2022-23)	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Number of certificated (non-management) full - time - equivalent(FTE) positions	400	400.36	397.36	394.36

**Certificated (Non-management) Salary and Benefit Negotiations**

1. Are salary and benefit negotiations settled for the budget year?

No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

**Negotiations Settled**

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?

If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date:  End Date:

5. Salary settlement:

Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)

Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?

**One Year Agreement**

Total cost of salary settlement

% change in salary schedule from prior year

or

**Multiyear Agreement**

Total cost of salary settlement

% change in salary schedule from prior year (may enter text, such as "Reopener")


Santa Cruz City Elementary/High  
Santa Cruz County

2023-24 Budget, July 1  
General Fund  
School District Criteria and Standards  
Review

44 40261 000000  
Form 01CS  
E8BH8F72AJ(2023-24)

Identify the source of funding that will be used to support multiyear salary commitments:

--

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

	449,314		
Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)	
0	0	0	

7. Amount included for any tentative salary schedule increases

Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)	

**Certificated (Non-management) Health and Welfare (H&W) Benefits**

1. Are costs of H&W benefit changes included in the budget and MYPs?
2. Total cost of H&W benefits
3. Percent of H&W cost paid by employer
4. Percent projected change in H&W cost over prior year

Yes	Yes	Yes
3,893,546	4,205,030	4,541,432
5.8%	8.0%	8.0%

**Certificated (Non-management) Prior Year Settlements**

Are any new costs from prior year settlements included in the budget?

If Yes, amount of new costs included in the budget and MYPs

If Yes, explain the nature of the new costs:

No		
----	--	--

**Certificated (Non-management) Step and Column Adjustments**

1. Are step & column adjustments included in the budget and MYPs?
2. Cost of step & column adjustments
3. Percent change in step & column over prior year

Yes	Yes	Yes
575,006	548,232	556,455
1.9%	1.6%	1.5%

**Certificated (Non-management) Attrition (layoffs and retirements)**

1. Are savings from attrition included in the budget and MYPs?
2. Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?

Yes	Yes	Yes

**Certificated (Non-management) - Other**

List other significant contract changes and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

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**S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees**

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2022-23)	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Number of classified(non - management) FTE positions	309	312.30	312.30	312.30

**Classified (Non-management) Salary and Benefit Negotiations**

1. Are salary and benefit negotiations settled for the budget year?

No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

Negotiations Settled

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?

If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date:  End Date:

5. Salary settlement:

Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
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Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?

--	--	--

**One Year Agreement**

Total cost of salary settlement

% change in salary schedule from prior year


or

**Multiyear Agreement**

Total cost of salary settlement

% change in salary schedule from prior year (may enter text, such as "Reopener")


Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

201,909
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Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
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7. Amount included for any tentative salary schedule increases

0	0	0
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Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
--------------------------	----------------------------------	----------------------------------

**Classified (Non-management) Health and Welfare (H&W) Benefits**

- Are costs of H&W benefit changes included in the budget and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
1.	Yes	Yes	Yes
2.	5,942,009	6,417,370	6,930,759
3.			
4.	9.8%	8.0%	8.0%

**Classified (Non-management) Prior Year Settlements**

Are any new costs from prior year settlements included in the budget?

If Yes, amount of new costs included in the budget and MYPs

If Yes, explain the nature of the new costs:

No		
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Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
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**Classified (Non-management) Step and Column Adjustments**

- Are step & column adjustments included in the budget and MYPs?
- Cost of step & column adjustments
- Percent change in step & column over prior year

	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
1.	Yes	Yes	Yes
2.	245,535	273,872	279,349
3.	1.8%	2.0%	2.0%

Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
--------------------------	----------------------------------	----------------------------------

**Classified (Non-management) Attrition (layoffs and retirements)**

- Are savings from attrition included in the budget and MYPs?
- Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?

	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
1.	Yes	Yes	Yes
2.	Yes	Yes	Yes

**Classified (Non-management) - Other**

List other significant contract changes and the cost impact of each change (i.e., hours of employment, leave of absence, bonuses, etc.):

**S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees**

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2022-23)	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Number of management, supervisor, and confidential FTE positions	48.8	48.8	48.8	48.8

**Management/Supervisor/Confidential Salary and Benefit Negotiations**

1. Are salary and benefit negotiations settled for the budget year?

No

If Yes, complete question 2.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 3 and 4.

If n/a, skip the remainder of Section S8C.

**Negotiations Settled**

2. Salary settlement:

Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?

Total cost of salary settlement  
% change in salary schedule from prior year (may enter text, such as "Reopener")

	Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Total cost of salary settlement			
% change in salary schedule from prior year			

**Negotiations Not Settled**

3. Cost of a one percent increase in salary and statutory benefits

87,710
--------

4. Amount included for any tentative salary schedule increases

Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
0	0	0

**Management/Supervisor/Confidential Health and Welfare (H&W) Benefits**

- Are costs of H&W benefit changes included in the budget and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Yes	Yes	Yes
621,136	670,827	724,493
5.8%	8.0%	8.0%

**Management/Supervisor/Confidential Step and Column Adjustments**

- Are step & column adjustments included in the budget and MYPs?
- Cost of step and column adjustments
- Percent change in step & column over prior year

Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Yes	Yes	Yes
52,921	50,908	51,773
1.7%	1.7%	1.7%

**Management/Supervisor/Confidential Other Benefits (mileage, bonuses, etc.)**

- Are costs of other benefits included in the budget and MYPs?
- Total cost of other benefits
- Percent change in cost of other benefits over prior year

Budget Year (2023-24)	1st Subsequent Year (2024-25)	2nd Subsequent Year (2025-26)
Yes	Yes	Yes

**S9. Local Control and Accountability Plan (LCAP)**

Confirm that the school district's governing board has adopted an LCAP or an update to the LCAP effective for the budget year.  
DATA ENTRY: Click the appropriate Yes or No button in item 1, and enter the date in item 2.

1. Did or will the school district's governing board adopt an LCAP or an update to the LCAP effective for the budget year?
2. Adoption date of the LCAP or an update to the LCAP.

Yes
Jun 14, 2023

**S10. LCAP Expenditures**

Confirm that the school district's budget includes the expenditures necessary to implement the LCAP or annual update to the LCAP.  
DATA ENTRY: Click the appropriate Yes or No button.

Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?

Yes
-----

**ADDITIONAL FISCAL INDICATORS**

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review. DATA ENTRY: Click the appropriate Yes or No button for items A1 through A9 except item A3, which is automatically completed based on data in Criterion 2.

- A1. Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?
- A2. Is the system of personnel position control independent from the payroll system?
- A3. Is enrollment decreasing in both the prior fiscal year and budget year? (Data from the enrollment budget column and actual column of Criterion 2A are used to determine Yes or No)
- A4. Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior fiscal year or budget year?
- A5. Has the district entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?
- A6. Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?
- A7. Is the district's financial system independent of the county office system?
- A8. Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education)
- A9. Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?

No
No
Yes
No
No
No
No
No
No
No

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:  
(optional)

A-3: The district is seeing declining enrollment in both Elementary and Secondary districts.

End of School District Budget Criteria and Standards Review



## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Adopt Resolution No. 48-22-23 Regarding the Education Protection Account Spending Plan for 2023-24

**MEETING DATE:** June 14, 2023

**FROM:** Jim Monreal, Assistant Superintendent, Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve Resolution 48-22-23, regarding the Education Protection Account Spending Plan for 2023-24.

**BACKGROUND:**

On November 7, 2012, California voters approved Proposition 30. It was renewed as Proposition 55 in 2016. The language in Proposition 30, the Schools and Local Public Safety Protection Act of 2012, requires that the State Controller transfer funds into the Education Protection Act (EPA) during the last ten days of each quarter, with a true-up in the last quarter of each year. This means that the funds are available for distribution to the District during the last ten days of September, December, March, and June of each year from 2013-14 through 2029-30, after which the taxes expire in December, 2030.

At the beginning of each year, the Department of Finance is to estimate the amount that will be transferred into the EPA. This is the amount by which the total revenue limit entitlement after deficit is reduced for each district. Thus, the EPA funds are not 'new revenue' but rather an account established to account for the estimated cash received by Propositions 30 and 55.

Pursuant to Article XIII, Section 36 of the California Constitution, the District is required to determine how monies received from the Education Protection Account (EPA) are spent, provided that the governing board makes the spending determinations in an open session of a public meeting. The language in the constitutional amendment requires that funds shall not be used for the salaries and benefits of administrators or any other administrative costs.

**FISCAL IMPACT:**

For 2023-24, the total (elementary and secondary) cash from EPA is estimated to be \$1,172,392. The EPA cash will be used to finance the 2023-24 teacher salaries and benefits.

This work is in direct support of the following District goals and their corresponding metrics.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

**SANTA CRUZ CITY SCHOOL DISTRICT  
RESOLUTION #48-22-23**

**AUTHORIZING THE EDUCATION PROTECTION ACCOUNT – 2023-24**

**WHEREAS**, the voters approved Proposition 30 on November 6, 2012 and Proposition 55 on November 8, 2016;

**WHEREAS**, Proposition 55 extended the terms of Proposition 30 through 2030;

**WHEREAS**, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

**WHEREAS**, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

**WHEREAS**, before June 30<sup>th</sup> of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

**WHEREAS**, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

**WHEREAS**, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

**WHEREAS**, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

**WHEREAS**, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

**WHEREAS**, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

**WHEREAS**, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

**WHEREAS**, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

**WHEREAS**, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

**WHEREAS**, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

**NOW, THEREFORE**, be it resolved, determined and ordered by the Board of Education of the Santa Cruz City Schools as follows:

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of Santa Cruz City Schools;
2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Santa Cruz City Schools has determined to spend the monies received from the Education Protection Act on current certificated teacher salaries and benefits.

**PASSED AND ADOPTED** this day, June 14, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

---

President of the Board of Education of the  
Santa Cruz City Schools

Attest:

---

Clerk of the Board of Education of the  
Santa Cruz City Schools

2023-24 Education Protection Account  
Program by Resource Report  
Expenditures by Function - Detail

**Expenditures through: June 30, 2024**  
**For Fund 01, Resource 1400 Education Protection Account**

Budget  
Elem District

Description	Object Codes	Amount
<b>AMOUNT AVAILABLE FOR THIS FISCAL YEAR</b>		
Adjusted Beginning Fund Balance	9791-9795	0.00
LCFF Sources	8010-8099	350,240.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Unearned Revenue	9650	0.00
<b>TOTAL AVAILABLE</b>		<b>350,240.00</b>
<b>EXPENDITURES AND OTHER FINANCING USES</b>		
(Objects 1000-7999)		
Instruction	1000-1999	343,908.00
Instruction-Related Services		0.00
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
<b>TOTAL EXPENDITURES AND OTHER FINANCING USES</b>		<b>343,908.00</b>
<b>BALANCE (Total Available minus Total Expenditures and Other Financing Uses)</b>		<b>6,332.00</b>
<b>INDIRECT COSTS AS A PERCENTAGE OF ELIGIBLE EXPENDITURES</b>		
Eligible Expenditures (Objects 1000-5999 except objects 5100-5199)		343,908.00
Indirect Costs (Objects 7310 and 7350)		0.00
Indirect Costs divided by Eligible Expenditures		0.00%

2023-24 Education Protection Account  
Program by Resource Report  
Expenditures by Function - Detail

**Expenditures through: June 30, 2024**  
**For Fund 01, Resource 1400 Education Protection Account**

Budget  
High District

Description	Object Codes	Amount
<b>AMOUNT AVAILABLE FOR THIS FISCAL YEAR</b>		
Adjusted Beginning Fund Balance	9791-9795	0.00
LCFF Sources	8010-8099	822,152.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Unearned Revenue	9650	0.00
<b>TOTAL AVAILABLE</b>		<b>822,152.00</b>
<b>EXPENDITURES AND OTHER FINANCING USES</b>		
(Objects 1000-7999)		
Instruction	1000-1999	822,152.00
Instruction-Related Services		0.00
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
<b>TOTAL EXPENDITURES AND OTHER FINANCING USES</b>		<b>822,152.00</b>
<b>BALANCE (Total Available minus Total Expenditures and Other Financing Uses)</b>		<b>0.00</b>
<b>INDIRECT COSTS AS A PERCENTAGE OF ELIGIBLE EXPENDITURES</b>		
Eligible Expenditures (Objects 1000-5999 except objects 5100-5199)		822,152.00
Indirect Costs (Objects 7310 and 7350)		0.00
Indirect Costs divided by Eligible Expenditures		0.00%

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Resolution #47-22-23 Commitment of Funds for 2023-24, 2024-25, and 2025-26 School Years

**MEETING DATE:** June 14, 2023

**FROM:** Jim Monreal, Assistant Superintendent, Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve Resolution #47-22-23, regarding the Commitment of Funds for 2023-24, 2024-25 and 2025-26 school years.

**BACKGROUND:**

The Governmental Accounting Standards Board (GASB) adopted Statement Number 54 (GASB 54), Fund Balance Reporting and Governmental Fund Type Definitions.

GASB 54 allows Districts to commit funds to be fiscally prudent and to be dedicated to preparing for District need and economic uncertainties.

The fund balance measures the net financial resources available to finance expenditures in future periods and will be maintained to provide the District with sufficient working capital to address future spending needs.

The fund balance of the District may be committed for a specific purpose by formal action of the Board of Trustees. This commitment also requires approval by formal action of the Board of Trustees to any amendments or modifications to the use of committed funds. Funds may be uncommitted by formal resolution of the Board in the future.

**FISCAL IMPACT:**

For 2023-24, the total commitment of funds is estimated to be \$12,037,965.

For 2024-25, the total commitment of funds is estimated to be \$7,553,625.

For 2025-26, the total commitment of funds is estimated to be \$3,167,695.

This work is in direct support of the following District goals and their corresponding metrics.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

**Santa Cruz City Schools  
Resolution #47-22-23**

**RESOLUTION OF THE GOVERNING BOARD OF THE SANTA CRUZ CITY SCHOOLS  
TO COMMIT FUND BALANCE**

**WHEREAS**, the Governmental Accounting Standards Board (GASB) adopted Statement Number 54 (GASB 54), Fund Balance Reporting and Governmental Fund Type Definitions, effective for the year ending June 30, 2024; and

**WHEREAS**, to the extent Santa Cruz City Schools is required to comply with GASB 54 reporting requirements; and

**WHEREAS**, fund balance measures the net financial resources available to finance expenditures in future periods and will be maintained to provide the District with sufficient working capital to address future spending needs; and

**WHEREAS**, the District is committed to being fiscally prudent and dedicated to preparing for District needs and economic uncertainties; and

**WHEREAS**, the fund balance of the District may be committed for a specific purpose by formal action of the Board of Trustees.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees hereby orders the following commitment of funds in accordance with GASB 54:

A commitment of \$6,118,878 of unassigned and appropriated General Fund balance for 2023-24 was made by the Board on June 15, 2022. The following funds have either been put into the 2023-24 budget or will be released as other more restrictive funds can meet the identified needs for 2023-24.:

- Future Employment Costs \$422,566, in 2023-24 budget
- Future Employment Minimum Wage \$200,000, in 2023-24 budget
- Local Control Funding Formula Supplemental Balance \$1,200,000, will adjust for carryover at unaudited actuals and must be carried over for LCAP expenditures will be added to the 2023-24 budget; efforts are being made to maintain restricted programs with these resources.
- Social Emotional Counselors \$750,000, funded out of carry over in ESSER 3 for 2023-24, will release LCFF base commitment from 2023-24
- Social Worker-Elementary \$150,000, in 2023-24 budget
- Technology/Chromebooks \$300,000, in 2023-24 budget
- Curriculum Master Plan \$1,000,000, in 2023-24 budget
- E-rate \$500,000, commit for 2023-24
- Post Employment Benefits \$1,000,000, transfer to Fund 20 in 2023-24
- Transitional Kindergarten Aides \$596,312, in 23-24 budget decrease to \$372,695 freeing up \$223,617

In addition, in June 2022 the Board made a commitment of \$5,696,312 of unassigned and appropriated General Fund balance for 2024-25:

- Future Employment Minimum Wage \$200,000, remain in 2024-25 MYP
- Local Control Funding Formula Supplemental Balance \$1,200,000 will adjust for carryover at unaudited actuals and must be carried over for LCAP expenditures will be added to the 2024-25 budget; efforts are being made to maintain restricted programs with these resources.
- Social Emotional Counselors \$750,000, remain in 2024-25 MYP
- Social Worker-Elementary \$150,000 in budget from 2023-24
- Technology/Chromebooks \$300,000 in budget from 2023-24
- Curriculum Master Plan \$1,000,000 in budget from 2023-24
- E-rate \$500,000 release these funds in 2024-25 MYP as current allocation is adequate for 2023-2025
- Post Employment Benefits \$1,000,000, transfer in 2024-25; this provides \$4,000,000 towards our \$18,000,000 liability
- Transitional Kindergarten Aides \$596,312, as stated above in 2023-24 budget decrease to \$372,695

**A revised commitment of \$12,037,965 of unassigned and appropriated General Fund balance for 2023-24:**

- Future Employment Costs \$6,982,818 (employment costs have increased with increased compensation) - move to Fund 17
- Local Control Funding Formula Supplemental Balance \$1,700,000 - maintain in MYP restricted resources
- E-rate \$500,000 - move to Fund 17
- Transitional Kindergarten Aides \$372,695 - move to Fund 17
- Charter Repayment \$632,452 - move to Fund 17
- Transportation \$850,000 - move to Fund 17
- Set aside for Long Term Fiscal Solvency, \$1,000,000 from LCFF base budget one time carry over; move to Fund 17

**A revised commitment of \$7,553,625 of unassigned and appropriated General Fund balance for 2024-25. These funds have been received yet, but will be committed on the MYP for the coming year:**

- Future Employment Costs \$3,985,930
- Future Employment Minimum Wage \$200,000
- Local Control Funding Formula Supplemental Balance \$1,200,000
- Social Emotional Counselors \$750,000
- RTI Math Coordinators \$670,000
- Laptop Replenishment \$125,000
- Education Technology Specialist \$250,000
- Transitional Kindergarten Aides \$372,695



**A commitment of \$3,167,695 of unassigned and appropriated General Fund balance for 2025-26:  
These funds have been received yet, but will be committed on the MYP:**

- Future Employment Minimum Wage \$200,000
- Local Control Funding Formula Supplemental Balance \$800,000
- Social Emotional Counselors \$750,000
- RTI Math Coordinators \$670,000
- Laptop Replenishment \$125,000
- Education Technology Specialist \$250,000
- Transitional Kindergarten Aides \$372,695

**AND BE IT FURTHER RESOLVED** that any amendments or modification to the use of committed funds require approval by formal action of the Board of Trustees.

**PASSED AND ADOPTED THIS 14th DAY OF JUNE 2023.**

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Kris Munro, Superintendent  
Superintendent

---

John Owen  
Board of Trustees President

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Public Hearing: District Participation in the Pacific Gas and Electric Company's Electrical Fleet Program

**MEETING DATE:** June 14, 2022

**FROM:** Jim Monreal, Assistant Superintendent, Business Services

**THROUGH:** Kris Munro, Superintendent

**RECCOMENDATION:**

The district will hear comments from the public on the District's participation in the Pacific Gas and Electric Company's Electrical Fleet Program.

**BACKGROUND:**

The purpose of this public hearing is to receive public comment on Resolution 44-22-23 regarding the District Participation in the Pacific Gas and Electric Company's Electrical Fleet Program. Resolution 44-22-23 was passed by the Board of Education at the regular public board meeting held on May 31, 2023. The attached Public Notice advising of the time and place of the meeting, including a general explanation of the matter to be considered. This notice was published on the Santa Cruz City Schools website under News, in the Sentinel, and posted publicly at our school sites, in accordance with Government Code Section 54994.1.

**FISCAL IMPACT:**

none

This work is in direct support of the following District goal and its corresponding metrics:  
Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

BEFORE THE BOARD OF EDUCATION OF THE  
SANTA CRUZ CITY SCHOOLS  
SANTA CRUZ COUNTY, CALIFORNIA

RESOLUTION NO. 44-22-23

---

RESOLUTION OF INTENT TO DEDICATE PUBLIC UTILITY EASEMENT TO THE PACIFIC GAS AND  
ELECTRIC COMPANY FOR THE DISTRICT'S PARTICIPATION IN THE PACIFIC GAS AND ELECTRIC  
COMPANY'S ELECTRICAL VEHICLE FLEET PROGRAM

---

**WHEREAS**, the Santa Cruz City Schools ("District") owns certain real property located at 300 La Fonda Ave., Santa Cruz, CA 95062, currently designated as Assessor's Parcel Numbers 009-291-44, more particularly described in the Easement Deed, attached hereto and incorporated herein as **Exhibit A** to this Resolution ("Easement Deed"), and depicted in Grantee's Drawing Number 31552490 ("Site"); and

**WHEREAS**, the Pacific Gas and Electric Company ("PG&E"), a California Corporation selected the Site to join PG&E's Electric Vehicle Fleet Program ("Program"); and

**WHEREAS**, the purpose of the Program is to provide electrical vehicle charging infrastructure from PG&E's transformer to the District's meter; and

**WHEREAS**, as part of the District's participation in the Program, one switchgear and ten electric vehicle charging stations will be installed at the Site; and

**WHEREAS**, as part of the District's participation in the Program, PG&E will construct, own, and maintain all electrical infrastructure from the transformer to the District's meter ("To The Meter [TTM] Infrastructure"), at no cost to the District; and

**WHEREAS**, PG&E has requested that the District convey an easement to PG&E to allow PG&E access to the Site to install and maintain the TTM Infrastructure that PG&E is providing to the District as part of the District's participation in the Program; and

**WHEREAS**, the easement conveyed to PG&E is intended to allow PG&E to construct, reconstruct, replace, remove, maintain, inspect, and use facilities, to install and maintain the TTM Infrastructure and all equipment necessary for the distribution of electric energy and communication purposes, as described in the Easement Deed attached hereto as **Exhibit A**, together with a right of way therefor, on, over, and under that certain land described and depicted as part of the Easement Deed attached hereto as **Exhibit A**; and

**WHEREAS**, Education Code section 17556 provides that the governing board may dedicate or convey to any public corporation, or private corporation engaged in the public utility business, without a vote of the electors first being taken, an easement to lay, construct, reconstruct, maintain, and operate water, sewer, gas, or storm drain pipes or ditches, electric or telephone

{SR823066}

lines, and access roads used in connection therewith, over and upon any land belonging to the District, upon such terms and conditions as the parties thereto may agree; and

**WHEREAS**, pursuant to Education Code section 17557, before so conveying property, the governing board must adopt a resolution in an open meeting by a two-thirds vote of all of its members declaring the intention to convey the property.

**NOW, THEREFORE**, the District's Board of Education hereby finds, determines, declares, orders, and resolves as follows:


1. Recitals. The foregoing recitals are hereby adopted as true and correct.
2. Intent to Dedicate, Terms, and Conditions. Pursuant to Education Code sections 17556 *et seq.*, it is the intention of the District to convey the Easement Deed pursuant to the terms and conditions set forth in the Easement Deed attached hereto as **Exhibit A**.
3. Public Hearing. On the 14th day of June, 2023, at the hour of 6:30 p.m., or as soon thereafter as the matter can be heard, at its regular open meeting, the Board of Education shall hold a public hearing upon the question of making the conveyance of the Easement Deed to PG&E pursuant to Education Code sections 17558 and 17559, at which time any interested person may appear and be heard thereon.
4. Notice of Adoption. Notice of adoption of this Resolution shall be given by posting a true copy of this Resolution in three (3) public places in the District not less than ten (10) days before the date of the public hearing described above. Notice of said public hearing shall be given by publishing the notice in a newspaper of general circulation published in the District or in a newspaper published in Santa Cruz County that has general circulation within the District not less than five (5) days before the date of the public hearing described above.

\*\*\*\*\*

**PASSED AND ADOPTED** on May 31, 2023, by the following vote:

[Note: 2/3 votes of all members is required]

AYES: 6 NOES: \_\_\_\_\_ ABSENT OR NOT VOTING: 1

  
\_\_\_\_\_  
President, Board of Education of the Santa Cruz City Schools

CERTIFIED TO BE A TRUE AND CORRECT COPY:

  
\_\_\_\_\_  
Clerk of the Board of Education of the  
Santa Cruz City Schools

{SR823066}



NOTICE OF PUBLIC HEARING  
FOR THE SANTA CRUZ CITY SCHOOLS DISTRICT'S PARTICIPATION  
IN THE PACIFIC GAS AND ELECTRIC COMPANY ELECTRICAL FLEET PROGRAM.

Notice of public hearing regarding the Santa Cruz City Schools District's participation in the Pacific Gas and Electric Company Electrical Fleet Program to provide electric vehicle charging infrastructure.

**NOTICE IS HEREBY GIVEN** that the governing Board of the Santa Cruz City Schools will hold a public hearing to consider input from the public on the District's participation in the Pacific Gas and Electric Company Electric Fleet Program. The Pacific Gas and Electric Company Fleet Program will allow the District to install one switchgear and ten electric chargers at the District's property located at 300 La Fonda Avenue, Santa Cruz, CA 95062.

**Public Comment at the regular board meeting on June 14, 2023 will begin at 6:30pm. The meeting will be held at the Santa Cruz County Office of Education Board Room at 400 Encinal Street, Santa Cruz California.**

Agenda item 8.3.2.7 Resolution 44-22-23: PG&E Easement was board approved at the regular board meeting on May 31, 2023. Materials regarding the District's participation in the Pacific Gas and Electric Company Electrical Fleet Program can be found on [sccs.net](https://www.sccs.net) under board of education in the May 31, 2023 Board Book or by visiting the link below:

[https://www.sccs.net/board\\_of\\_education/2022-23\\_board\\_agendas\\_books\\_minutes\\_recordings](https://www.sccs.net/board_of_education/2022-23_board_agendas_books_minutes_recordings)

***Notice of Public Hearing Posted Date: June 1, 2023***

## SANTA CRUZ CITY SCHOOLS DISTRICT

**AGENDA ITEM:** Tentative Agreement between the Santa Cruz Council of Classified Employees and Santa Cruz City Schools

**MEETING DATE:** June 14, 2023

**FROM:** Molly Parks, Assistant Superintendent, Human Resources

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the Tentative Agreement between the Santa Cruz Council of Classified Employees and Santa Cruz City Schools for 2022-23.

**BACKGROUND:**

A Tentative Agreement was reached on June 7, 2023. The agreement between Santa Cruz City Schools and the Santa Cruz Council of Classified Employees includes the following:

- The Health and Welfare benefits rates for our classified unit were raised by 9%-11% depending on the health plan. This increase would have caused a large increase in costs for our employees. The tentative agreement maintains that the employee contribution rate for health and welfare benefits remains at the 2022-23 rate for the 2024-25 school year only. SCCCE agrees to work with the District next year to look at other health plan options that will allow for a comprehensive benefits review to reduce costs.
- In addition, the Tentative Agreement includes changes to contract language in the following articles: Leaves of Absence XV and Vacation VII.

**FISCAL IMPACT:**

Projected one-time cost: \$114,000 LCFF (Unrestricted)

Funding Source: LCFF Base (Unrestricted), LCFF Supplemental (Restricted), Federal Categorical Programs (Restricted), State and Local Funds (Restricted and Unrestricted).

This work is in direct support of the following District goals and their corresponding metrics:

Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

# Tentative Agreement between SCCS to SCCCE

June 7, 2023

## Article: Leaves XV

An employee on sick leave for ~~five (5)~~ **four (4)** or more consecutive working days may be required to present a statement from a physician or licensed practitioner where religious objection to treatment by a physician exists, stating the nature of the illness or injury and the date the employee is able to return to work.

## Article: Leaves XV

Bereavement leave, without loss of pay, shall be granted up to three (3) days, five (5) days if out of state, in the event of the death of a member of the immediate family. "Immediate Family" as used in this section shall include: mother, mother-in-law, father, father-in-law, grandmother, grandfather, or grandchildren of the employee or of the spouse of the employee, spouse, domestic partner, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, sister-in-law or brother-in-law of the employee, or any relative living in the immediate household of the employee. **Annual leave can be used to extend an in-state death to a total of 5 days.** Extenuating circumstances, such as very close friends, significant others may be approved by the District. Additional time without pay may be granted by the Board of Education upon the recommendation of the Superintendent.

## Article: Vacation VII:

All vacation requests may be submitted to supervisor starting March 1<sup>st</sup> and shall be due by June 1<sup>st</sup>, with exception for people who are hired after June 1<sup>st</sup>. Efforts shall be made to enable vacation to be taken at employee convenience, consistent with the needs of the District/Site and the workload of the department. Vacation schedule conflicts within the same department shall be resolved by granting preference to the employee on a first come/first serve basis.

**If an employee eligible for vacation does not submit and receive their supervisor's approval for their annual vacation by the beginning of the school year, a vacation schedule will be created for them by their supervisor.**

~~When a classified employee has accrued 30 days of vacation documented and verified in payroll, at the supervisor's discretion, an employee can be required to take vacation.~~

Adjustments may be made at the request of the employee and with approval of the supervisor.

Article: Health and Welfare Benefits X

For the 23-24 school year only, the district will honor the employee cost of benefits at the 22-23 rate. The district will cover the projected cost of the increase. SCCCE commits to reviewing plans and other carriers during the 23-24 school year in preparation for open enrollment in order to prepare for the ongoing cost of health and welfare plans.



## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Williams Uniform Complaint 4<sup>th</sup> Quarterly Report

**MEETING DATE:** June 14, 2023

**FROM:** Dorothy Coito, Assistant Superintendent of Educational Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the Williams Uniform Complaint 4<sup>th</sup> Quarterly Report for 2022-23.

**BACKGROUND:**

According to Education Code and the District’s Administrative Regulation on the Williams Uniform Complaint Policy, school districts must submit quarterly reports to the County Office of Education of all complaints filed in the areas of insufficient instructional materials, teacher vacancy or misassignment, and inadequate facilities.

Upon contacting each school site, it has been verified that there have been no complaints for the fourth quarter of the school year, which ended June 30, 2023. The accompanying report has been created to show that the district did not receive any complaints this quarter.

**FISCAL IMPACT:**

None

This work is done in support of the following district goals and their corresponding metrics:

Goal #1: All SCCS students will be prepared to successfully access post-secondary college and career opportunities.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Goal #6: SCCS will maintain strong communication and partnerships with its diverse community.

**QUARTERLY DISTRICT STATUS REPORT OF UNIFORM COMPLAINTS  
TO THE COUNTY SUPERINTENDENT OF SCHOOLS  
QUARTER END June 30, 2023**

DISTRICT: Santa Cruz City Schools

Date Reported to District Governing Board: June 14, 2023

**I. INSTRUCTIONAL MATERIALS**

**A) Insufficient textbooks or instructional materials in classroom:**

# of Complaints 0	# of Complaints Resolved 0	# of Complaints Unresolved* 0
----------------------	-------------------------------	----------------------------------

\*Explanation: \_\_\_\_\_

**B) Insufficient textbooks or instructional materials to take home:**

# of Complaints 0	# of Complaints Resolved 0	# of Complaints Unresolved* 0
----------------------	-------------------------------	----------------------------------

\*Explanation: \_\_\_\_\_

**C) Textbooks or instructional materials in poor or unusable condition:**

# of Complaints 0	# of Complaints Resolved 0	# of Complaints Unresolved* 0
----------------------	-------------------------------	----------------------------------

\*Explanation: \_\_\_\_\_

**II. TEACHER VACANCY OR MISASSIGNMENT**

**A) No assigned certified teacher at beginning of semester:**

# of Complaints 0	# of Complaints Resolved 0	# of Complaints Unresolved* 0
----------------------	-------------------------------	----------------------------------

\*Explanation: \_\_\_\_\_

**B) Teacher lacking credentials or training to teach English Language Learners (ELL) with  
More than 20% ELL in class:**

# of Complaints 0	# of Complaints Resolved 0	# of Complaints Unresolved* 0
----------------------	-------------------------------	----------------------------------

\*Explanation: \_\_\_\_\_

**C) Teacher instructing class lacking subject matter competency:**

# of Complaints 0	# of Complaints Resolved 0	# of Complaints Unresolved* 0
----------------------	-------------------------------	----------------------------------

\*Explanation: \_\_\_\_\_

**III. FACILITIES**

**A) Conditions posing an emergency or urgent threat to the health or safety of students/staff:**

# of Complaints 0	# of Complaints Resolved 0	# of Complaints Unresolved* 0
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\*Explanation: \_\_\_\_\_

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Purchase Orders, Bids, and Quotes

**MEETING DATE:** June 14, 2023

**FROM:** Jim Monreal, Assistant Superintendent, Business Services

**THROUGH:** Kris Munro, Superintendent

### **RECOMMENDATION:**

Approve the purchase orders, bids, and quotes from May 23, 2023 through June 4, 2023.

### **BACKGROUND:**

A detailed report is attached, listing purchase orders, quotes and bids that require Board approval prior to release to vendors or ratification within 60 days as allowed by Education Code 17605.

The following definitions are provided to clarify the differences between purchase orders, quotes, and bids:

#### **Purchase Orders:**

All purchases shall be made by formal contract or purchase order or shall be accompanied by a receipt. The Superintendent or designee may create a "blanket" or "open" purchase order system for the purchase of minor items as needed from a vendor.

#### **Quotes:**

For the purchase of materials and supplies between \$15,000 and \$60,000 more than one quote is required and may be verbal or written. When purchases will be \$15,000 to \$109,300 for contracted work other than Public Works Projects and \$60,000 to \$109,300 for materials and supplies, several vendors are contacted for written quotes/proposals. This process, though not as rigorous as a bid, ensures that the District has involved more than one vendor and will secure a competitive price.

#### **Bids/RFP:**

A formal process including advertising to notify prospective bidders, distribution of written specification regarding the work or materials, and compliance with legal guidelines for bidding, must be followed for contracted work other than CUPCAA Public Works Projects projected to cost \$109,300 and over, or for materials and supplies in the sum of \$109,300 or over unless a Cooperative Purchasing Agreement is being utilized under PCC 20118. Under CUPCAA contracts may be awarded up to \$60,000 without additional quotes. Informal bidding procedures are followed for Public Works projects from \$60,000 to \$200,000 and a formal bid process occurs for Public Works projects over \$200,000 (PCC 20117(B), 20651(B)). Bids are

**AGENDA ITEM: 9.3.2.1**

solicited from a wide pool of prospective vendors, thus assuring that when the award is made to the lowest responsible bidder and that the District receives the best price available.

This work is in direct support of the following District goal and its corresponding metrics:  
Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Description

Includes Purchase Orders dated 05/23/2023 - 06/04/2023

PO Number	Vendor Name	Requisition Information	Ord Loc	Req Fund	Resource Description	Req Fund Order Amt
PO23-02517	CHARTWELL SCHOOL	JA Settlement Agreement: Summer School 2023	SPED	01	SE:STATE LOCAL	3,050.00
PO23-02518	ARNOLD, HEATHER	JA Settlement Agreement: Summer School Deposit	SPED	01	Sped Learn Rec	250.00
PO23-02519	ACCO-WILSON INC DBA	SQHS - INSTALL NEW 7.5 HP HHW PUMP	M&O	01	ONGOING & MAJO	16,509.00
PO23-02520	CONTINENTAL ATHLETI	CFP - RECONDITIONING	SQHS	01	NO REPORTING RI	8,442.69
PO23-02521	THE CHARLIE CART PR	FS Equipment - CDFA Grant	FS	13	CDFA GRANT	16,387.50
PO23-02522	CLIMATEC LLC	SUSTAINABILITY	M&O	01	OTHER RESTRICT	254,931.00
PO23-02523	AT&T	AT&T IPFLEX MAR-JUNE	IT	01	NO REPORTING RI	25,000.00
PO23-02524	BARINGS HOTEL OPPOR	CFP - Prom Room Rental	HHS	01	NO REPORTING RI	4,370.00
PO23-02525	CDW GOVERNMENT INC.	Headsets for Reading Intervention at MH	CURR	01	NO REPORTING RI	453.28
PO23-02526	AMAZON CAPITAL SERV	OPEN ORDER: ESY teacher materials - 7 teachers	SPED	01	SE:STATE LOCAL	700.00
PO23-02527	AMAZON CAPITAL SERV	Rescue Funds: Westlake SDC Classroom Supplies	SPED	01	SE:LOC ASST ARP	1,526.01
PO23-02528	PEARSON CLINICAL AS	Assessment Materials: Speech	SPED	01	SE:FDPRESCH AR	309.47
PO23-02529	HEINEMANN	Do the Math Materials	SPED	01	SE:LOC ASST ARP	17,707.19
PO23-02530	SHAYNA LABADIE	PSA: Speech Assessments	SPED	01	SE:STATE LOCAL	14,000.00
PO23-02531	CPM EDUCATIONAL PRO	CPM Instructional Materials	CURR	01	LOTTERY:INSTRU	6,817.96
PO23-02532	CITY OF SANTA CRUZ	CFP INVOICE 045038 CROSSING GUARD	SUPT	01	NO REPORTING RI	34,450.00
PO23-02533	SANTA CRUZ COE BUSI	CFP 2022-2023 Membership Fees	SUPT	01	NO REPORTING RI	5,488.00
PO23-02534	MHB VOLLEYBALL CONS	CFP-VOLLEYBALL REFS	SQHS	01	Measure T	1,755.00
PO23-02535	PAICINES RANCH HOSP	CFP-FIELD TRIP	SQHS	01	NO REPORTING RI	715.32
PO23-02536	CIF-CCS	cfp-spring dues	SQHS	01	Measure T	1,520.00
PO23-02537	AMANDA PACKER	AP PARENT REIMBS - (RE: JP/SETTLEMENT AGREEMENT)	SPED	01	Sped Learn Rec	4,420.00
PO23-02538	MISC REIMB	WASC reimbursement	BSS	01	NO REPORTING RI	169.00
PO23-02539	ATLANTIS PAVING & G	#DLV ADA PATH OF TRAVEL	M&O	40	2012 SERIES A G	86,000.00
PO23-02540	BOSCO CONSTRUCTION	#BV HVAC ABATEMENT	M&O	40	2012 SERIES A G	86,071.00
PO23-02541	M3 ENVIRONMENTAL CO	#BV HVAC ABATEMENT OVERSIGHT	M&O	40	2012 SERIES A G	9,964.00
PO23-02542	COLLEGE BOARD, THE	CFP COLLEGE BOARD AP EXAM BILL	SCHS	01	OTHER RESTRICT	50,079.00
PO23-02543	COLLEGE BOARD, THE	CFP-AP TEST	SQHS	01	OTHER RESTRICT	36,985.00
PO23-02544	BLACKBOARD INC	Blackboard Renewal	IT	01	NO REPORTING RI	10,414.50
PO23-02545	AT&T	AT&T Analog Lines	IT	01	NO REPORTING RI	18,000.00
PO23-02546	WAXIE SANITARY SUPP	CFP Floor Machine Repairs	SCHS	01	NO REPORTING RI	1,962.94
PO23-02547	ATLANTIS PAVING & G	HH - SLIT REMOVAL	M&O	01	OTHER RESTRICT	11,800.00
PO23-02548	AQUA SOURCE, INC.	CERTIFIED POOL OPERATOR COURSE	M&O	01	ONGOING & MAJO	950.00
PO23-02549	PREMIER INSPECTION	SQ SCOREBOARD INSPECTIONS	M&O	21	Bond A Secondar	4,200.00
PO23-02550	CDW GOVERNMENT INC.	SCH IFP's	M&O	21	Bond A Secondar	50,975.00
PO23-02551	CEN-CON INC	MHMS ADMIN CEILING	M&O	21	Bond A Secondar	40,000.00

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

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Description

Includes Purchase Orders dated 05/23/2023 - 06/04/2023

PO Number	Vendor Name	Requisition Information	Ordr Loc	Req Fund	Resource Description	Req Fund Order Amt
PO23-02552	FIBER OPTIC TELECOM	DLV KEY CARD ACCESS CONTROL IMPLEMENTATION	M&O	21	Bond A Elem	68,080.00
PO23-02553	FIBER OPTIC TELECOM	B40SS KEY CARD ACCESS CONTROL IMPLEMENTATION	M&O	21	Bond A Elem	59,200.00
PO23-02554	FIBER OPTIC TELECOM	MHMS KEY CARD ACCESS CONTROL IMPLEMENTATION	M&O	21	Bond A Secondar	72,520.00
PO23-02555	ACCO-WILSON INC DBA	MHMS ADMIN OFFICE HVAC UPGRADE	M&O	21	Bond A Secondar	50,003.00
PO23-02556	KENT CONSTRUCTION	*SQ SCOREBOARD INSTALL	M&O	21	Bond A Secondar	83,563.30
PO23-02557	MACHADO BROS PAINTI	*HH GYM INTERIOR PAINT	M&O	21	Bond A Secondar	129,500.00
PO23-02558	MANTELMOUNT	HH IFP MOUNTS	M&O	21	Bond A Secondar	20,715.99
PO23-02559	MANTELMOUNT	SCH IFP MOUNTS	M&O	21	Bond A Secondar	27,966.58
PO23-02560	MOORE TWINING ASSOC	SQ SCOREBOARD TESTING	M&O	21	Bond A Secondar	8,939.97
PO23-02561	PHOENIX MODULAR ELE	B40SS ELEVATOR ENGINEERING	M&O	21	Bond A Elem	5,600.00
PO23-02562	SECUREALL CORPORATI	DW AUX POWER SUPPLIES	M&O	21	Bond A Secondar	16,248.63
PO23-02563	SIERRA SCHOOL EQUIP	DLV KINDER FURNTURE	M&O	21	Bond A Elem	9,462.87
PO23-02564	101 BUILDERS, INC	=DLV RELOCATABLE GRADING	M&O	25	OTHER RESTRICT	119,101.00
PO23-02565	MOORE TWINING ASSOC	=DLV RELOCATABLE TESTING	M&O	25	OTHER RESTRICT	10,030.54
PO23-02566	PREMIER INSPECTION	=DLV RELOCATABLE INSPECTIONS	M&O	25	OTHER RESTRICT	13,650.00
PO23-02567	SC SYSTEMS	=DLV RELOCATABLELOW VOLTAGE	M&O	25	OTHER RESTRICT	27,850.00
PO23-02568	PEDRO SAUCE RAMIREZ	=DLV RELOCATABLELOW ELECTRICAL	M&O	25	OTHER RESTRICT	55,166.00
PO23-02569	DILBECK & SONS INC	DELE FOOD SERVICE / DRY STORAGE	M&O	25	OTHER RESTRICT	56,950.00
PO23-02570	DIVISION OF STATE A	B40SS ELEC SVC UPGRADE PLAN FEE	M&O	21	Bond A Elem	5,477.50
					<b>Total</b>	<b>1,666,398.24</b>

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

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## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Warrant Register

**MEETING DATE:** June 14, 2023

**FROM:** Jim Monreal, Assistant Superintendent, Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the warrants on the Board Payment Report. The report covers vendor warrants issued from May 23, 2023 through June 2, 2023.

**AGENDA ITEM: 9.3.2.2**

## Checks Dated 05/23/2023 through 06/02/2023

Check Number	Check Date	Pay to the Order of	Check Amount
1033187	05/30/2023	CARD SERVICE CENTER	1,245.32
1033188	05/30/2023	Peale, Jana	119.39
1033189	05/30/2023	Kemos, Jolene C	121.60
1033190	05/30/2023	Golder, Renee P	989.64
1033191	05/30/2023	Reisman, Aaron L	112.46
1033192	05/30/2023	Rodriguez, Marili A	57.44
1033193	05/30/2023	Salenger, Karina	32.88
1033194	05/30/2023	Smith, Monica	24.33
1033195	05/30/2023	Angelacos, Jennifer L	160.25
1033196	05/30/2023	Cameron, Kristen A	435.31
1033197	05/30/2023	Leonard, Joseph L	139.68
1033198	05/30/2023	Abreu-Coito, Dorothy	122.75
1033199	05/30/2023	Atlansky, Gail L	169.88
1033200	05/30/2023	Calden, Shannon W	772.48
1033201	05/30/2023	Hodges, Julia R	628.92
1033202	05/30/2023	Jolly, Kristyne R	64.98
1033203	05/30/2023	O'Farrell, Stacy L	198.44
1033204	05/30/2023	Hedrick-Farr, Amy R	677.89
1033205	05/30/2023	Hernandez, Amariah A	57.60
1033206	05/30/2023	Lawrence, Barbara J	238.91
1033207	05/30/2023	Lowe, Joshua R	49.00
1033208	05/30/2023	Paulsen, Kelly A	395.00
1033209	05/30/2023	Shimasaki, Lindsay	10.18
1033210	05/30/2023	Balke, Sean M	70.22
1033211	05/30/2023	Miller, Trevor R	1,070.75
1033212	05/30/2023	Asamoto, Erin E	21.25
1033213	05/30/2023	Cavadias, Wendy M	46.00
1033214	05/30/2023	Adams, Larissa L	162.56
1033215	05/30/2023	McDougall, Catherine L	104.54
1033216	05/30/2023	Newsom Kerr, Stacy M	48.47
1033217	05/30/2023	Svoboda Iii, Edward M	212.11
1033218	05/30/2023	Burke, Kathleen A	63.53
1033219	05/30/2023	Toschi, Dina R	288.89
1033220	05/30/2023	Banks, Branna D	100.00
1033221	05/30/2023	Bentley, Thomas K	80.32
1033222	05/30/2023	Chew, Jason D	74.00
1033223	05/30/2023	Ferejohn Swett, Marissa R	92.74
1033224	05/30/2023	Gaona, Mireya	85.94
1033225	05/30/2023	Hilderbrand, Laurie A	41.92
1033226	05/30/2023	Levy, Barney T	55.00
1033227	05/30/2023	Pimentel, Josefina C	29.43
1033228	05/30/2023	Rovick, Leif L	238.17
1033229	05/30/2023	Bachar, William E	57.00
1033230	05/30/2023	Higgins, Tamara H	602.13
1033231	05/30/2023	Juarez, Consuelo	51.88
1033232	05/30/2023	Marlatt, Monica A	118.16
1033233	05/30/2023	Sturgeon, Rishelle C	98.38
1033234	05/30/2023	Haeger, Katrina E	280.67
1033235	05/30/2023	ALISON M SPEIGHTS	97.00

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

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**Checks Dated 05/23/2023 through 06/02/2023**

Check Number	Check Date	Pay to the Order of	Check Amount
1033236	05/30/2023	AMANDA JACKSON MILLER	57.00
1033237	05/30/2023	ISABELLE CULVER	97.00
1033238	05/30/2023	JENIFER BENNETT	57.00
1033239	05/30/2023	JODY BIEHL	114.00
1033240	05/30/2023	JON MCLELLAN	53.00
1033241	05/30/2023	JULIE MIRITZ	57.00
1033242	05/30/2023	KATE SOMMER	57.00
1033243	05/30/2023	KATHY ANDERSON	57.00
1033244	05/30/2023	KIM FLEMING	57.00
1033245	05/30/2023	MILENA FREIWALD	57.00
1033246	05/30/2023	RENEE MCCORMICK	57.00
1033247	05/30/2023	SCOTT CROW	57.00
1033248	05/30/2023	XINQING LIANG	57.00
1033249	05/30/2023	AA SAFE & LOCK COMPANY	15.35
1033250	05/30/2023	ABA BUILDING SERVICES	1,008.00
1033251	05/30/2023	ACCO ENGINEERED SYSTEMS	350.00
1033252	05/30/2023	AMAZON CAPITAL SERVICES	839.50
1033253	05/30/2023	AMS HEATING INC	1,320.00
1033254	05/30/2023	B & B SMALL ENGINE REPAIR	144.39
1033255	05/30/2023	CARBONIC SERVICE INC	904.50
1033256	05/30/2023	CENTRAL COAST SYSTEMS INC	1,813.48
1033257	05/30/2023	CENTRAL HOME SUPPLY	548.47
1033258	05/30/2023	CINTAS CORPORATIONS	141.93
1033259	05/30/2023	COAST LOCK & SAFE	15.39
1033260	05/30/2023	COAST PAPER & SUPPLY	163.71
1033261	05/30/2023	DIRECT LINE TELE RESPONSE	117.00
1033262	05/30/2023	FERGUSON ENTERPRISES	355.16
1033263	05/30/2023	HOME DEPOT INC	436.34
1033264	05/30/2023	KELLY MOORE PAINT CO	116.84
1033265	05/30/2023	M3 ENVIRONMENTAL CONSULTING	6,066.00
1033266	05/30/2023	PEDRO SAUCE RAMIREZ	1,600.00
1033267	05/30/2023	SAN LORENZO LUMBER AND HOME CENTER	187.11
1033268	05/30/2023	SANTA CRUZ FIRE EQUIPMENT	94.50
1033269	05/30/2023	SC SYSTEMS	903.21
1033270	05/30/2023	AMAZON CAPITAL SERVICES	14,065.85
		Unpaid Tax	3.59
		Expensed Amount	14,069.44
1033271	05/30/2023	CLIMATEC LLC	102,915.40
1033272	05/30/2023	FIBER OPTIC TELECOM INTL	21,460.00
1033273	05/30/2023	ADRIAN GALINDO	750.00
1033274	05/30/2023	AMAZON CAPITAL SERVICES	768.29
		Unpaid Tax	1.74
		Expensed Amount	770.03
1033275	05/30/2023	AV NOW INC	800.00
1033276	05/30/2023	BARRIOS UNIDOS INC	243.63
1033277	05/30/2023	BENCHMARK EDUCATION CO.	6,582.60
1033278	05/30/2023	BOOKSHOP SANTA CRUZ INC	179.69
1033279	05/30/2023	BSN SPORTS LLC	4,867.39

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

## Checks Dated 05/23/2023 through 06/02/2023

Check Number	Check Date	Pay to the Order of	Check Amount
1033280	05/30/2023	CABE	4,480.00
1033281	05/30/2023	CAMPUS KIDS CONNECTION INC	6,974.60
1033282	05/30/2023	CCSLI INC	237.86
1033283	05/30/2023	CDW GOVERNMENT INC.	7,860.68
1033284	05/30/2023	CHARTWELL SCHOOL	3,050.00
1033285	05/30/2023	CINTAS CORPORATIONS	747.19
1033286	05/30/2023	COAST PAPER & SUPPLY	3,897.83
1033287	05/30/2023	COLLEGE BOARD, THE	5,258.00
1033288	05/30/2023	CONTINENTAL ATHLETIC	8,442.69
1033289	05/30/2023	DANIELSEN CO.	2,581.10
1033290	05/30/2023	DICK BLICK CO.	1,379.17
1033291	05/30/2023	E3 DIAGNOSTICS INC.	945.85
1033292	05/30/2023	FAGEN FRIEDMAN & FULFROST LLP	5,657.50
1033293	05/30/2023	FERRELL, ERNEST C/O SARAH L. KIRSTEN	360.00
1033294	05/30/2023	FLYERS ENERGY LLC	3,760.31
1033295	05/30/2023	FOLLETT CONTENT SOLUTIONS LLC	385.21
1033296	05/30/2023	GOLD STAR FOODS	4,341.12
1033297	05/30/2023	GRAY'S MUSICAL INSTRUMENTS	85.00
1033298	05/30/2023	HARDWOODS SPECIALTY PRODUCTS	1,694.45
		Unpaid Tax	.05-
		Expensed Amount	1,694.40
1033299	05/30/2023	HENRY SCHEIN INC	1,578.61
1033300	05/30/2023	HOME DEPOT INC	120.10
1033301	05/30/2023	HOUGHTON MIFFLIN CO	2,140.21
1033302	05/30/2023	INTERNATIONAL BACCALAUREATE OR	150.00
1033303	05/30/2023	JARON D BURNETT	800.00
1033304	05/30/2023	JW PEPPER & SON INC	567.51
1033305	05/30/2023	KAISER FOUNDATION HEALTH PLAN	46,300.99
1033306	05/30/2023	KITAYAMA BROS INC.	424.49
1033307	05/30/2023	LAKESHORE LEARNING MATERIALS	2,134.45
		Unpaid Tax	4.17
		Expensed Amount	2,138.62
1033308	05/30/2023	MUSIC THEATRE INT'L	4,332.26
1033309	05/30/2023	NASCO	1,188.87
1033310	05/30/2023	OFFICE DEPOT	136.82
1033311	05/30/2023	P & R PAPER SUPPLY COMPANY INC	2,105.67
1033312	05/30/2023	PALACE BUSINESS SOLUTIONS	1,030.00
1033313	05/30/2023	PAUL B COUCHMAN III	816.75
1033314	05/30/2023	PDQ.COM CORPORATION	1,350.00
1033315	05/30/2023	PHOENIX CERAMICS SUPPLY	2,247.70
1033316	05/30/2023	PRODUCERS DAIRY FOODS INC	3,218.03
1033317	05/30/2023	REALLY GOOD STUFF INC	535.47
1033318	05/30/2023	SAFEWAY STORES INC ACCT 58624	498.61
1033319	05/30/2023	SAN LORENZO LUMBER AND HOME CENTER	321.93
1033320	05/30/2023	SANTA CRUZ COUNTY SCHOOLS JPA	11,802.23
1033321	05/30/2023	SANTA CRUZ, CITY OF	373.81
1033322	05/30/2023	SC ROLLER PALLADIUM EASTSIDE	1,790.00
1033323	05/30/2023	SCHOOL DATEBOOKS INC	473.96

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

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**Checks Dated 05/23/2023 through 06/02/2023**

Check Number	Check Date	Pay to the Order of	Check Amount
1033324	05/30/2023	SILKE COMMUNICATIONS INC	2,571.73
1033325	05/30/2023	SOQUEL NURSERY GROWERS INC	164.70
1033326	05/30/2023	SYSCO FOOD SERVICES OF SF	3,251.95
1033327	05/30/2023	TEACHER SYNERGY LLC	3,625.00
1033328	05/30/2023	TEKVISIONS INC	6,973.57
1033329	05/30/2023	TRIPLE B CORPORATION	1,690.00
1033330	05/30/2023	TULARE COUNTY OFFICE OF ED	300.00
1033331	05/30/2023	WARDS NATURAL SCIENCE EST. INC	453.23
1033332	05/30/2023	WATSONVILLE COAST PRODUCE	2,012.95
1033333	05/30/2023	WESTED ATTN: WESTED OPERATING ACCT	34,250.00
1033334	05/30/2023	WOODWIND AND BRASSWIND	32.51
1033335	05/30/2023	AT&T	2,644.46
1033336	05/30/2023	CAMPUS KIDS CONNECTION INC	23,677.70
1033337	05/30/2023	GREENWASTE RECOVERY INC	7,624.64
1033338	05/30/2023	GS DIRECT LLC	6,868.73
1033339	05/30/2023	P&A ADMINISTRATIVE SERVICES	280.50
1033340	05/30/2023	SANTA CRUZ MUNICIPAL UTILITIES	4,528.30
1033341	05/30/2023	SOLARCITY LMC SERIES 1 LLC	3,419.82
1033342	05/30/2023	SOQUEL CREEK WATER DISTRICT	9,599.37
1033343	05/30/2023	SPURR	232,726.48
<b>Total Number of Checks</b>			<b>157</b>
			<b>676,895.79</b>

**Fund Recap**

Fund	Description	Check Count	Expensed Amount
01	GENERAL/COUNTY SCHOOL	147	627,640.28
11	ADULT EDUCATION	2	952.68
13	CAFETERIA SPECIAL REVENUE	9	26,852.28
21	BUILDING	1	21,460.00
Total Number of Checks		<b>157</b>	676,905.24
Less Unpaid Tax Liability			9.45
<b>Net (Check Amount)</b>			<b>676,895.79</b>

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

Page 4 of 4

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Budget Transfers Report

**MEETING DATE:** June 14, 2023

**FROM:** Jim Monreal, Assistant Superintendent Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve 22-23 budget transfers dated from May 22, 2023 through June 2, 2023. The report follows.

**BACKGROUND:**

Ed Code 42600 requires that the Board approve budget transfers that are made between major expense object codes, or from reserves.

**FISCAL IMPACT:**

None

This work is in direct support of the following District goal and its corresponding metrics:

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Effective 05/22/2023 through 06/02/2023

Fiscal Year 2023

Account	Description	Comment	From	To
<b>Fund 01</b>				
JE # <b>BR23-01766</b> JE Trans Date 05/22/2023 JE Posted 05/22/2023 Comment PS - Prom Venue				
( 017403) 01- 0000- 0- 0000- 2700- 5600- 033- 0000	NO REPORTING RE,RENTAL			4,370.00
( 001934) 01- 0000- 0- 1110- 1000- 4300- 033- 0000	NO REPORTING RE,MATERI		4,370.00	
			<b>4,370.00</b>	<b>4,370.00</b>
JE # <b>BR23-01769</b> JE Trans Date 05/22/2023 JE Posted 05/22/2023 Comment JB - STUDENT MEETING				
( 000569) 01- 0000- 0- 0000- 2700- 4300- 035- 0000	NO REPORTING RE,MATERI		226.00	
( 016020) 01- 0000- 0- 0000- 2700- 4395- 035- 0000	NO REPORTING RE,FOOD F		226.00	
			<b>452.00</b>	<b>.00</b>
JE # <b>BR23-01771</b> JE Trans Date 05/22/2023 JE Posted 05/22/2023 Comment GAULT EWR 60231				
( 024088) 01- 6010- 0- 1110- 1000- 4300- 524- 0000	AFTER-SCHOOL ED,MATERI		2,580.00	
( 024087) 01- 6010- 0- 1110- 1000- 2130- 524- 0000	AFTER-SCHOOL ED,CLASS			2,531.00
( 024081) 01- 6010- 0- 1110- 1000- 3202- 524- 0000	AFTER-SCHOOL ED,PERS:C			34.00
( 024082) 01- 6010- 0- 1110- 1000- 3312- 524- 0000	AFTER-SCHOOL ED,FICA:CL			9.00
( 024083) 01- 6010- 0- 1110- 1000- 3332- 524- 0000	AFTER-SCHOOL ED,MEDICA			2.00
( 024085) 01- 6010- 0- 1110- 1000- 3502- 524- 0000	AFTER-SCHOOL ED,STATE I			1.00
( 024086) 01- 6010- 0- 1110- 1000- 3602- 524- 0000	AFTER-SCHOOL ED,WORKE			3.00
			<b>2,580.00</b>	<b>2,580.00</b>
JE # <b>BR23-01772</b> JE Trans Date 05/22/2023 JE Posted 05/22/2023 Comment AR - CFP PO23-00078				
( 001463) 01- 0000- 0- 0000- 8200- 5450- 899- 0000	NO REPORTING RE,OTHER			11,802.00
			<b>.00</b>	<b>11,802.00</b>
JE # <b>BR23-01774</b> JE Trans Date 05/23/2023 JE Posted 05/23/2023 Comment PS - IB EXAM INVOICE				
( 030016) 01- 7412- 0- 1294- 3160- 5800- 533- 0000	A-G SUCCESS,PROF/CONSL			150.00
			<b>.00</b>	<b>150.00</b>
JE # <b>BR23-01775</b> JE Trans Date 05/23/2023 JE Posted 05/23/2023 Comment JL-Adjust to 22-23 Est. Actuals Proj				
( 023100) 01- 6546- 0- 5760- 0000- 8590- 220- 0000	MNTL HLTH 20-21,ALL OTHE			13,133.00
( 023098) 01- 6546- 0- 5001- 0000- 8980- 220- 0000	MNTL HLTH 20-21,CONTRI F		13,133.00	
( 023101) 01- 6546- 0- 5760- 0000- 8590- 230- 0000	MNTL HLTH 20-21,ALL OTHE			60,269.00
( 023099) 01- 6546- 0- 5001- 0000- 8980- 230- 0000	MNTL HLTH 20-21,CONTRI F		60,269.00	
Selection Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 14, JE Type = B, Starting Transaction Date = 5/20/2023, Ending Transaction Date = 6/2/2023, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N)				

ESCAPE ONLINE

Effective 05/22/2023 through 06/02/2023

Fiscal Year 2023

Account	Description	Comment	From	To
<b>Fund 01 (continued)</b>				
(continued)	JE # <b>BR23-01775</b>	JE Trans Date 05/23/2023	JE Posted 05/23/2023	Comment JL-Adjust to 22-23 Est. Actuals Proj
(000055) 01-0000-0-0000-0000-8980-020-0000	NO REPORTING RE,CONTRI		DR	13,133.00
(000058) 01-0000-0-0000-0000-8980-030-0000	NO REPORTING RE,CONTRI		DR	60,269.00
			<b>Net increase to Appropriations</b>	<b>73,402.00 146,804.00</b>
<b>JE # BR23-01776</b> JE Trans Date 05/23/2023 JE Posted 05/23/2023 Comment JL-Adjust Budget to Est. Actuals for SpEd Res				
(005331) 01-3311-0-5001-0000-8181-220-0000	SE:LOCAL ASSIST,SE:ENTIT		DR	4.00
(005333) 01-3311-0-5760-1180-5800-220-0000	SE:LOCAL ASSIST,PROF/CC		CR	4.00
(005332) 01-3311-0-5001-0000-8181-230-0000	SE:LOCAL ASSIST,SE:ENTIT		DR	1.00
(011765) 01-3311-0-5760-1180-5800-230-0000	SE:LOCAL ASSIST,PROF/CC		CR	1.00
(004962) 01-3310-0-5001-0000-8181-220-0000	SE:LOCAL ASSIST,SE:ENTIT		CR	60,053.00
(004964) 01-3310-0-5001-0000-8980-220-0000	SE:LOCAL ASSIST,CONTRI F		DR	60,053.00
(004963) 01-3310-0-5001-0000-8181-230-0000	SE:LOCAL ASSIST,SE:ENTIT		DR	66,268.00
(004965) 01-3310-0-5001-0000-8980-230-0000	SE:LOCAL ASSIST,CONTRI F		CR	66,268.00
(006277) 01-6500-0-5001-0000-8792-220-0000	SE:STATE LOCAL,APPORT >		DR	155,972.00
(006279) 01-6500-0-5001-0000-8980-220-0000	SE:STATE LOCAL,CONTRI F		CR	155,972.00
(006278) 01-6500-0-5001-0000-8792-230-0000	SE:STATE LOCAL,APPORT >		DR	76,862.00
(006280) 01-6500-0-5001-0000-8980-230-0000	SE:STATE LOCAL,CONTRI F		CR	76,862.00
(000055) 01-0000-0-0000-0000-8980-020-0000	NO REPORTING RE,CONTRI		DR	95,919.00
(000058) 01-0000-0-0000-0000-8980-030-0000	NO REPORTING RE,CONTRI		DR	143,130.00
			<b>Net increase to Appropriations</b>	<b>359,155.00 598,214.00</b>
<b>JE # BR23-01777</b> JE Trans Date 05/23/2023 JE Posted 05/23/2023 Comment JD - ABA BLDG SERV EMER SERV				
(007535) 01-8150-0-0000-8110-4300-049-0000	ONGOING & MAJOR,MATER		DR	6,930.00
(007540) 01-8150-0-0000-8110-5800-049-0000	ONGOING & MAJOR,PROF/C		CR	6,930.00
			<b>6,930.00</b>	<b>6,930.00</b>
<b>JE # BR23-01779</b> JE Trans Date 05/23/2023 JE Posted 05/24/2023 Comment AR - Summer School Budget				
(035092) 01-2600-0-1115-1000-5200-505-0000	ELO-P,TRAVEL & CONFER,IF SUMMER SCHOOL BUDGET - AR		CR	131,250.00
(036539) 01-2600-0-1115-2700-1330-505-0000	ELO-P,CERT SUPRVSR AD,Σ SUMMER SCHOOL BUDGET - AR		CR	12,600.00
(035457) 01-2600-0-1115-2700-3101-505-0000	ELO-P,STRS:CERT,SCHOOL SUMMER SCHOOL BUDGET - AR		CR	2,406.00
(036541) 01-2600-0-1115-2700-3331-505-0000	ELO-P,MEDICARE:CERT,SCI SUMMER SCHOOL BUDGET - AR		CR	182.00
(036543) 01-2600-0-1115-2700-3501-505-0000	ELO-P,STATE UNEMPLOYM, SUMMER SCHOOL BUDGET - AR		CR	6.00
(036544) 01-2600-0-1115-2700-3601-505-0000	ELO-P,WORKERS' COMP:C,Σ SUMMER SCHOOL BUDGET - AR		CR	244.00
(036499) 01-2600-0-1115-2700-2430-505-0000	ELO-P,CLASS CLERICAL,SC SUMMER SCHOOL BUDGET - AR		CR	3,750.00
Selection Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 14, JE Type = B, Starting Transaction Date = 5/20/2023, Ending Transaction Date = 6/2/2023, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N)			<b>ESCAPE</b>	<b>ONLINE</b>

Effective 05/22/2023 through 06/02/2023

Fiscal Year 2023

Account	Description	Comment	From	To
Fund 01 (continued)				
(continued)	JE # BR23-01779	JE Trans Date 05/23/2023	JE Posted 05/24/2023	Comment AR - Summer School Budget
( 035460)	01-2600-0-1115-2700-3202-505-0000	ELO-P,PERS:CLASSIFIED,SC	SUMMER SCHOOL BUDGET - AR	CR 951.00
( 035461)	01-2600-0-1115-2700-3312-505-0000	ELO-P,FICA:CLASS,SCHOOL	SUMMER SCHOOL BUDGET - AR	CR 232.00
( 035462)	01-2600-0-1115-2700-3332-505-0000	ELO-P,MEDICARE:CLASS,SC	SUMMER SCHOOL BUDGET - AR	CR 54.00
( 035464)	01-2600-0-1115-2700-3502-505-0000	ELO-P,STATE UNEMPLOYM,	SUMMER SCHOOL BUDGET - AR	CR 2.00
( 035465)	01-2600-0-1115-2700-3602-505-0000	ELO-P,WORKERS' COMP:C,ξ	SUMMER SCHOOL BUDGET - AR	CR 73.00
( 035329)	01-2600-0-1115-1000-1130-505-0000	ELO-P,CERT SALARY:EWA,II	SUMMER SCHOOL BUDGET - AR	CR 87,330.00
( 036545)	01-2600-0-1115-1000-1140-505-0000	ELO-P,CERT SALARY:SUB,II	SUMMER SCHOOL BUDGET - AR	CR 1,000.00
( 030900)	01-2600-0-1115-1000-3101-505-0000	ELO-P,STRS:CERT,INSTRUC	SUMMER SCHOOL BUDGET - AR	CR 16,871.00
( 035331)	01-2600-0-1115-1000-3331-505-0000	ELO-P,MEDICARE:CERT,INS	SUMMER SCHOOL BUDGET - AR	CR 1,280.00
( 035333)	01-2600-0-1115-1000-3501-505-0000	ELO-P,STATE UNEMPLOYM,	SUMMER SCHOOL BUDGET - AR	CR 44.00
( 035334)	01-2600-0-1115-1000-3601-505-0000	ELO-P,WORKERS' COMP:C,I	SUMMER SCHOOL BUDGET - AR	CR 1,711.00
( 030899)	01-2600-0-1115-1000-2130-505-0000	ELO-P,CLASS INSTR AID,INξ	SUMMER SCHOOL BUDGET - AR	CR 23,580.00
( 030903)	01-2600-0-1115-1000-3202-505-0000	ELO-P,PERS:CLASSIFIED,IN	SUMMER SCHOOL BUDGET - AR	CR 5,982.00
( 030904)	01-2600-0-1115-1000-3312-505-0000	ELO-P,FICA:CLASS,INSTRUC	SUMMER SCHOOL BUDGET - AR	CR 1,462.00
( 030905)	01-2600-0-1115-1000-3332-505-0000	ELO-P,MEDICARE:CLASS,IN	SUMMER SCHOOL BUDGET - AR	CR 341.00
( 030907)	01-2600-0-1115-1000-3502-505-0000	ELO-P,STATE UNEMPLOYM,	SUMMER SCHOOL BUDGET - AR	CR 11.00
( 030908)	01-2600-0-1115-1000-3602-505-0000	ELO-P,WORKERS' COMP:C,I	SUMMER SCHOOL BUDGET - AR	CR 457.00
( 036500)	01-2600-0-1115-8200-2230-505-0000	ELO-P,CLASS PUPIL SUP,OF	SUMMER SCHOOL BUDGET - AR	CR 12,960.00
( 036504)	01-2600-0-1115-8200-3202-505-0000	ELO-P,PERS:CLASSIFIED,OF	SUMMER SCHOOL BUDGET - AR	CR 3,288.00
( 036505)	01-2600-0-1115-8200-3312-505-0000	ELO-P,FICA:CLASS,OPERAT	SUMMER SCHOOL BUDGET - AR	CR 804.00
( 036506)	01-2600-0-1115-8200-3332-505-0000	ELO-P,MEDICARE:CLASS,OF	SUMMER SCHOOL BUDGET - AR	CR 188.00
( 036508)	01-2600-0-1115-8200-3502-505-0000	ELO-P,STATE UNEMPLOYM,	SUMMER SCHOOL BUDGET - AR	CR 6.00
( 036509)	01-2600-0-1115-8200-3602-505-0000	ELO-P,WORKERS' COMP:C,(	SUMMER SCHOOL BUDGET - AR	CR 251.00
( 036510)	01-2600-0-1115-3700-2230-505-0000	ELO-P,CLASS PUPIL SUP,FC	SUMMER SCHOOL BUDGET - AR	CR 4,680.00
( 036514)	01-2600-0-1115-3700-3202-505-0000	ELO-P,PERS:CLASSIFIED,FC	SUMMER SCHOOL BUDGET - AR	CR 1,187.00
( 036515)	01-2600-0-1115-3700-3312-505-0000	ELO-P,FICA:CLASS,FOOD SI	SUMMER SCHOOL BUDGET - AR	CR 290.00
( 036516)	01-2600-0-1115-3700-3332-505-0000	ELO-P,MEDICARE:CLASS,FC	SUMMER SCHOOL BUDGET - AR	CR 68.00
( 036518)	01-2600-0-1115-3700-3502-505-0000	ELO-P,STATE UNEMPLOYM,	SUMMER SCHOOL BUDGET - AR	CR 2.00
( 036519)	01-2600-0-1115-3700-3602-505-0000	ELO-P,WORKERS' COMP:C,ξ	SUMMER SCHOOL BUDGET - AR	CR 91.00
( 036674)	01-2600-0-5760-2700-1330-205-0000	ELO-P,CERT SUPRVSR AD,ξ	SUMMER SCHOOL BUDGET - AR	CR 3,013.00
( 036675)	01-2600-0-5760-2700-3101-205-0000	ELO-P,STRS:CERT,SCHOOL	SUMMER SCHOOL BUDGET - AR	CR 764.00
( 036680)	01-2600-0-5760-2700-3331-205-0000	ELO-P,MEDICARE:CERT,SCI	SUMMER SCHOOL BUDGET - AR	CR 187.00
( 036682)	01-2600-0-5760-2700-3501-205-0000	ELO-P,STATE UNEMPLOYM,	SUMMER SCHOOL BUDGET - AR	CR 44.00
( 036683)	01-2600-0-5760-2700-3601-205-0000	ELO-P,WORKERS' COMP:C,ξ	SUMMER SCHOOL BUDGET - AR	CR 58.00
( 036305)	01-2600-0-5730-1110-1130-205-0000	ELO-P,CERT SALARY:EWA,ξ	SUMMER SCHOOL BUDGET - AR	CR 9,840.00
( 036295)	01-2600-0-5730-1110-3101-205-0000	ELO-P,STRS:CERT,SE:SEPA	SUMMER SCHOOL BUDGET - AR	CR 1,879.00

Selection Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 14, JE Type = B, Starting Transaction Date = 5/20/2023, Ending Transaction Date = 6/2/2023, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N)

ESCAPE ONLINE

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Effective 05/22/2023 through 06/02/2023

Fiscal Year 2023

Account	Description	Comment	From	To
Fund 01 (continued)				
(continued)	JE # BR23-01779	JE Trans Date 05/23/2023	JE Posted 05/24/2023	Comment AR - Summer School Budget
(036307)	01-2600-0-5730-1110-3331-205-0000	ELO-P,MEDICARE:CERT,SE: SUMMER SCHOOL BUDGET - AR	CR	143.00
(036309)	01-2600-0-5730-1110-3501-205-0000	ELO-P,STATE UNEMPLOYM, SUMMER SCHOOL BUDGET - AR	CR	5.00
(036310)	01-2600-0-5730-1110-3601-205-0000	ELO-P,WORKERS' COMP:C,§ SUMMER SCHOOL BUDGET - AR	CR	190.00
(036311)	01-2600-0-5760-1110-1130-205-0000	ELO-P,CERT SALARY:EWA,§ SUMMER SCHOOL BUDGET - AR	CR	24,600.00
(036285)	01-2600-0-5760-1110-3101-205-0000	ELO-P,STRS:CERT,SE:SEPA SUMMER SCHOOL BUDGET - AR	CR	4,699.00
(036313)	01-2600-0-5760-1110-3331-205-0000	ELO-P,MEDICARE:CERT,SE: SUMMER SCHOOL BUDGET - AR	CR	357.00
(036315)	01-2600-0-5760-1110-3501-205-0000	ELO-P,STATE UNEMPLOYM, SUMMER SCHOOL BUDGET - AR	CR	12.00
(036316)	01-2600-0-5760-1110-3601-205-0000	ELO-P,WORKERS' COMP:C,§ SUMMER SCHOOL BUDGET - AR	CR	477.00
(036284)	01-2600-0-5760-1110-2130-205-0000	ELO-P,CLASS INSTR AID,SE SUMMER SCHOOL BUDGET - AR	CR	14,040.00
(036288)	01-2600-0-5760-1110-3202-205-0000	ELO-P,PERS:CLASSIFIED,SE SUMMER SCHOOL BUDGET - AR	CR	3,562.00
(036289)	01-2600-0-5760-1110-3312-205-0000	ELO-P,FICA:CLASS,SE:SEPA SUMMER SCHOOL BUDGET - AR	CR	870.00
(036290)	01-2600-0-5760-1110-3332-205-0000	ELO-P,MEDICARE:CLASS,SE SUMMER SCHOOL BUDGET - AR	CR	204.00
(036292)	01-2600-0-5760-1110-3502-205-0000	ELO-P,STATE UNEMPLOYM, SUMMER SCHOOL BUDGET - AR	CR	7.00
(036293)	01-2600-0-5760-1110-3602-205-0000	ELO-P,WORKERS' COMP:C,§ SUMMER SCHOOL BUDGET - AR	CR	272.00
(036294)	01-2600-0-5730-1110-2130-205-0000	ELO-P,CLASS INSTR AID,SE SUMMER SCHOOL BUDGET - AR	CR	4,680.00
(036298)	01-2600-0-5730-1110-3202-205-0000	ELO-P,PERS:CLASSIFIED,SE SUMMER SCHOOL BUDGET - AR	CR	1,187.00
(036299)	01-2600-0-5730-1110-3312-205-0000	ELO-P,FICA:CLASS,SE:SEPA SUMMER SCHOOL BUDGET - AR	CR	290.00
(036300)	01-2600-0-5730-1110-3332-205-0000	ELO-P,MEDICARE:CLASS,SE SUMMER SCHOOL BUDGET - AR	CR	68.00
(036302)	01-2600-0-5730-1110-3502-205-0000	ELO-P,STATE UNEMPLOYM, SUMMER SCHOOL BUDGET - AR	CR	2.00
(036303)	01-2600-0-5730-1110-3602-205-0000	ELO-P,WORKERS' COMP:C,§ SUMMER SCHOOL BUDGET - AR	CR	91.00
(036664)	01-2600-0-5760-3110-2230-205-0000	ELO-P,CLASS PUPIL SUP,GI SUMMER SCHOOL BUDGET - AR	CR	1,260.00
(036668)	01-2600-0-5760-3110-3202-205-0000	ELO-P,PERS:CLASSIFIED,GI SUMMER SCHOOL BUDGET - AR	CR	320.00
(036669)	01-2600-0-5760-3110-3312-205-0000	ELO-P,FICA:CLASS,GUIDAN SUMMER SCHOOL BUDGET - AR	CR	78.00
(036670)	01-2600-0-5760-3110-3332-205-0000	ELO-P,MEDICARE:CLASS,GI SUMMER SCHOOL BUDGET - AR	CR	18.00
(036672)	01-2600-0-5760-3110-3502-205-0000	ELO-P,STATE UNEMPLOYM, SUMMER SCHOOL BUDGET - AR	CR	1.00
(036673)	01-2600-0-5760-3110-3602-205-0000	ELO-P,WORKERS' COMP:C,( SUMMER SCHOOL BUDGET - AR	CR	24.00
(036846)	01-2600-0-5760-3140-2230-205-0000	ELO-P,CLASS PUPIL SUP,HE SUMMER SCHOOL BUDGET - AR	CR	2,080.00
(036850)	01-2600-0-5760-3140-3202-205-0000	ELO-P,PERS:CLASSIFIED,HE SUMMER SCHOOL BUDGET - AR	CR	528.00
(036851)	01-2600-0-5760-3140-3312-205-0000	ELO-P,FICA:CLASS,HEALTH SUMMER SCHOOL BUDGET - AR	CR	129.00
(036852)	01-2600-0-5760-3140-3332-205-0000	ELO-P,MEDICARE:CLASS,HE SUMMER SCHOOL BUDGET - AR	CR	30.00
(036854)	01-2600-0-5760-3140-3502-205-0000	ELO-P,STATE UNEMPLOYM, SUMMER SCHOOL BUDGET - AR	CR	1.00
(036855)	01-2600-0-5760-3140-3602-205-0000	ELO-P,WORKERS' COMP:C,I SUMMER SCHOOL BUDGET - AR	CR	40.00
(036856)	01-2600-0-1115-3110-1230-505-0000	ELO-P,CERT PUPIL SUPP,GI SUMMER SCHOOL BUDGET - AR	CR	8,610.00
(036857)	01-2600-0-1115-3110-3101-505-0000	ELO-P,STRS:CERT,GUIDANC SUMMER SCHOOL BUDGET - AR	CR	1,644.00
(036861)	01-2600-0-1115-3110-3311-505-0000	ELO-P,FICA:CERT,GUIDANC SUMMER SCHOOL BUDGET - AR	CR	125.00
(036862)	01-2600-0-1115-3110-3331-505-0000	ELO-P,MEDICARE:CERT,GU SUMMER SCHOOL BUDGET - AR	CR	5.00

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Fund 01 (continued)				
(continued)	JE # BR23-01779	JE Trans Date 05/23/2023	JE Posted 05/24/2023	Comment AR - Summer School Budget
(036864)	01-2600-0-1115-3110-3501-505-0000	ELO-P,STATE UNEMPLOYM, SUMMER SCHOOL BUDGET - AR	CR	167.00
(036865)	01-2600-0-1115-3110-3601-505-0000	ELO-P,WORKERS' COMP:C,( SUMMER SCHOOL BUDGET - AR	CR	
(029893)	01-2600-0-1110-1000-4399-820-0000	ELO-P,HOLDING ACCOUNT, SUMMER SCHOOL BUDGET - AR	DR	402,235.00
(036684)	01-2600-0-5760-2700-1330-250-0000	ELO-P,CERT SUPRVSR AD,§ SUMMER SCHOOL BUDGET - AR	CR	4,797.00
(036685)	01-2600-0-5760-2700-3101-250-0000	ELO-P,STRS:CERT,SCHOOL SUMMER SCHOOL BUDGET - AR	CR	917.00
(036690)	01-2600-0-5760-2700-3331-250-0000	ELO-P,MEDICARE:CERT,SCI SUMMER SCHOOL BUDGET - AR	CR	70.00
(036692)	01-2600-0-5760-2700-3501-250-0000	ELO-P,STATE UNEMPLOYM, SUMMER SCHOOL BUDGET - AR	CR	3.00
(036693)	01-2600-0-5760-2700-3601-250-0000	ELO-P,WORKERS' COMP:C,§ SUMMER SCHOOL BUDGET - AR	CR	93.00
(036317)	01-2600-0-5760-1110-1130-250-0000	ELO-P,CERT SALARY:EWA,§ SUMMER SCHOOL BUDGET - AR	CR	4,920.00
(036318)	01-2600-0-5760-1110-3101-250-0000	ELO-P,STRS:CERT,SE:SEPA SUMMER SCHOOL BUDGET - AR	CR	940.00
(036323)	01-2600-0-5760-1110-3331-250-0000	ELO-P,MEDICARE:CERT,SE: SUMMER SCHOOL BUDGET - AR	CR	71.00
(036325)	01-2600-0-5760-1110-3501-250-0000	ELO-P,STATE UNEMPLOYM, SUMMER SCHOOL BUDGET - AR	CR	3.00
(036326)	01-2600-0-5760-1110-3601-250-0000	ELO-P,WORKERS' COMP:C,§ SUMMER SCHOOL BUDGET - AR	CR	95.00
(036557)	01-2600-0-5760-1110-2130-250-0000	ELO-P,CLASS INSTR AID,SE SUMMER SCHOOL BUDGET - AR	CR	1,820.00
(036321)	01-2600-0-5760-1110-3202-250-0000	ELO-P,PERS:CLASSIFIED,SE SUMMER SCHOOL BUDGET - AR	CR	462.00
(036558)	01-2600-0-5760-1110-3312-250-0000	ELO-P,FICA:CLASS,SE:SEPA SUMMER SCHOOL BUDGET - AR	CR	113.00
(036559)	01-2600-0-5760-1110-3332-250-0000	ELO-P,MEDICARE:CLASS,SE SUMMER SCHOOL BUDGET - AR	CR	26.00
(036561)	01-2600-0-5760-1110-3502-250-0000	ELO-P,STATE UNEMPLOYM, SUMMER SCHOOL BUDGET - AR	CR	1.00
(036562)	01-2600-0-5760-1110-3602-250-0000	ELO-P,WORKERS' COMP:C,§ SUMMER SCHOOL BUDGET - AR	CR	35.00
(036775)	01-2600-0-5760-3110-2230-250-0000	ELO-P,CLASS PUPIL SUP,GI SUMMER SCHOOL BUDGET - AR	CR	2,340.00
(036779)	01-2600-0-5760-3110-3202-250-0000	ELO-P,PERS:CLASSIFIED,GI SUMMER SCHOOL BUDGET - AR	CR	594.00
(036780)	01-2600-0-5760-3110-3312-250-0000	ELO-P,FICA:CLASS,GUIDAN SUMMER SCHOOL BUDGET - AR	CR	145.00
(036781)	01-2600-0-5760-3110-3332-250-0000	ELO-P,MEDICARE:CLASS,GI SUMMER SCHOOL BUDGET - AR	CR	34.00
(036783)	01-2600-0-5760-3110-3502-250-0000	ELO-P,STATE UNEMPLOYM, SUMMER SCHOOL BUDGET - AR	CR	1.00
(036784)	01-2600-0-5760-3110-3602-250-0000	ELO-P,WORKERS' COMP:C,( SUMMER SCHOOL BUDGET - AR	CR	46.00
(036765)	01-2600-0-5760-3140-2230-250-0000	ELO-P,CLASS PUPIL SUP,HE SUMMER SCHOOL BUDGET - AR	CR	3,862.00
(036769)	01-2600-0-5760-3140-3202-250-0000	ELO-P,PERS:CLASSIFIED,HE SUMMER SCHOOL BUDGET - AR	CR	980.00
(036770)	01-2600-0-5760-3140-3312-250-0000	ELO-P,FICA:CLASS,HEALTH SUMMER SCHOOL BUDGET - AR	CR	239.00
(036771)	01-2600-0-5760-3140-3332-250-0000	ELO-P,MEDICARE:CLASS,HE SUMMER SCHOOL BUDGET - AR	CR	56.00
(036773)	01-2600-0-5760-3140-3502-250-0000	ELO-P,STATE UNEMPLOYM, SUMMER SCHOOL BUDGET - AR	CR	2.00
(036774)	01-2600-0-5760-3140-3602-250-0000	ELO-P,WORKERS' COMP:C,i SUMMER SCHOOL BUDGET - AR	CR	75.00
(029896)	01-2600-0-1110-1000-4399-830-0000	ELO-P,HOLDING ACCOUNT, SUMMER SCHOOL BUDGET - AR	DR	22,740.00
(036382)	01-3212-0-1115-2700-1330-550-0000	ESSER II,CERT SUPRVSR AI SUMMER SCHOOL BUDGET - AR	CR	12,600.00
(036383)	01-3212-0-1115-2700-3101-550-0000	ESSER II,STRS:CERT,SCHO SUMMER SCHOOL BUDGET - AR	CR	2,407.00
(036388)	01-3212-0-1115-2700-3331-550-0000	ESSER II,MEDICARE:CERT,§ SUMMER SCHOOL BUDGET - AR	CR	183.00
(036390)	01-3212-0-1115-2700-3501-550-0000	ESSER II,STATE UNEMPLOY SUMMER SCHOOL BUDGET - AR	CR	6.00

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(continued)	JE # <b>BR23-01779</b>	JE Trans Date 05/23/2023	JE Posted 05/24/2023	Comment AR - Summer School Budget
(036391)	01-3212-0-1115-2700-3601-550-0000	ESSER II,WORKERS' COMP: SUMMER SCHOOL BUDGET - AR	CR	244.00
(036415)	01-3212-0-1115-2700-2430-550-0000	ESSER II,CLASS CLERICAL, SUMMER SCHOOL BUDGET - AR	CR	3,750.00
(036386)	01-3212-0-1115-2700-3202-550-0000	ESSER II,PERS:CLASSIFIED SUMMER SCHOOL BUDGET - AR	CR	951.00
(036416)	01-3212-0-1115-2700-3312-550-0000	ESSER II,FICA:CLASS,SCHO SUMMER SCHOOL BUDGET - AR	CR	232.00
(036417)	01-3212-0-1115-2700-3332-550-0000	ESSER II,MEDICARE:CLASS SUMMER SCHOOL BUDGET - AR	CR	54.00
(036419)	01-3212-0-1115-2700-3502-550-0000	ESSER II,STATE UNEMPLOY SUMMER SCHOOL BUDGET - AR	CR	2.00
(036420)	01-3212-0-1115-2700-3602-550-0000	ESSER II,WORKERS' COMP: SUMMER SCHOOL BUDGET - AR	CR	73.00
(036338)	01-3212-0-1115-1000-1130-550-0000	ESSER II,CERT SALARY:EW. SUMMER SCHOOL BUDGET - AR	CR	69,680.00
(036401)	01-3212-0-1115-1000-1140-550-0000	ESSER II,CERT SALARY:SUE SUMMER SCHOOL BUDGET - AR	CR	1,000.00
(036339)	01-3212-0-1115-1000-3101-550-0000	ESSER II,STRS:CERT,INSTR SUMMER SCHOOL BUDGET - AR	CR	13,499.00
(036344)	01-3212-0-1115-1000-3331-550-0000	ESSER II,MEDICARE:CERT,I SUMMER SCHOOL BUDGET - AR	CR	1,025.00
(036346)	01-3212-0-1115-1000-3501-550-0000	ESSER II,STATE UNEMPLOY SUMMER SCHOOL BUDGET - AR	CR	36.00
(036347)	01-3212-0-1115-1000-3601-550-0000	ESSER II,WORKERS' COMP: SUMMER SCHOOL BUDGET - AR	CR	1,370.00
(036421)	01-3212-0-1115-1000-2130-550-0000	ESSER II,CLASS INSTR AID, SUMMER SCHOOL BUDGET - AR	CR	7,696.00
(036342)	01-3212-0-1115-1000-3202-550-0000	ESSER II,PERS:CLASSIFIED SUMMER SCHOOL BUDGET - AR	CR	1,952.00
(036422)	01-3212-0-1115-1000-3312-550-0000	ESSER II,FICA:CLASS,INSTR SUMMER SCHOOL BUDGET - AR	CR	477.00
(036423)	01-3212-0-1115-1000-3332-550-0000	ESSER II,MEDICARE:CLASS SUMMER SCHOOL BUDGET - AR	CR	111.00
(036425)	01-3212-0-1115-1000-3502-550-0000	ESSER II,STATE UNEMPLOY SUMMER SCHOOL BUDGET - AR	CR	4.00
(036426)	01-3212-0-1115-1000-3602-550-0000	ESSER II,WORKERS' COMP: SUMMER SCHOOL BUDGET - AR	CR	149.00
(036358)	01-3212-0-1115-3110-1230-550-0000	ESSER II,CERT PUPIL SUPP SUMMER SCHOOL BUDGET - AR	CR	3,000.00
(036392)	01-3212-0-1115-3110-3101-550-0000	ESSER II,STRS:CERT,GUIDA SUMMER SCHOOL BUDGET - AR	CR	573.00
(036397)	01-3212-0-1115-3110-3331-550-0000	ESSER II,MEDICARE:CERT,C SUMMER SCHOOL BUDGET - AR	CR	43.00
(036399)	01-3212-0-1115-3110-3501-550-0000	ESSER II,STATE UNEMPLOY SUMMER SCHOOL BUDGET - AR	CR	2.00
(036400)	01-3212-0-1115-3110-3601-550-0000	ESSER II,WORKERS' COMP: SUMMER SCHOOL BUDGET - AR	CR	58.00
(036403)	01-3212-0-1115-3110-2230-550-0000	ESSER II,CLASS PUPIL SUP, SUMMER SCHOOL BUDGET - AR	CR	990.00
(036395)	01-3212-0-1115-3110-3202-550-0000	ESSER II,PERS:CLASSIFIED SUMMER SCHOOL BUDGET - AR	CR	251.00
(036404)	01-3212-0-1115-3110-3312-550-0000	ESSER II,FICA:CLASS,GUIDA SUMMER SCHOOL BUDGET - AR	CR	61.00
(036405)	01-3212-0-1115-3110-3332-550-0000	ESSER II,MEDICARE:CLASS SUMMER SCHOOL BUDGET - AR	CR	14.00
(036407)	01-3212-0-1115-3110-3502-550-0000	ESSER II,STATE UNEMPLOY SUMMER SCHOOL BUDGET - AR	CR	1.00
(036408)	01-3212-0-1115-3110-3602-550-0000	ESSER II,WORKERS' COMP: SUMMER SCHOOL BUDGET - AR	CR	19.00
(036433)	01-3212-0-1115-8300-2230-550-0000	ESSER II,CLASS PUPIL SUP, SUMMER SCHOOL BUDGET - AR	CR	2,704.00
(036437)	01-3212-0-1115-8300-3202-550-0000	ESSER II,PERS:CLASSIFIED SUMMER SCHOOL BUDGET - AR	CR	686.00
(036438)	01-3212-0-1115-8300-3312-550-0000	ESSER II,FICA:CLASS,SECU SUMMER SCHOOL BUDGET - AR	CR	168.00
(036439)	01-3212-0-1115-8300-3332-550-0000	ESSER II,MEDICARE:CLASS SUMMER SCHOOL BUDGET - AR	CR	40.00
(036441)	01-3212-0-1115-8300-3502-550-0000	ESSER II,STATE UNEMPLOY SUMMER SCHOOL BUDGET - AR	CR	2.00
(036442)	01-3212-0-1115-8300-3602-550-0000	ESSER II,WORKERS' COMP: SUMMER SCHOOL BUDGET - AR	CR	53.00

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<b>Fund 01 (continued)</b>				
(continued)	JE # <b>BR23-01779</b>	JE Trans Date 05/23/2023	JE Posted 05/24/2023	Comment AR - Summer School Budget
(036463)	01-3212-0-1115-3700-2230-550-0000	ESSER II,CLASS PUPIL SUP, SUMMER SCHOOL BUDGET - AR	CR	2,926.00
(036467)	01-3212-0-1115-3700-3202-550-0000	ESSER II,PERS:CLASSIFIED SUMMER SCHOOL BUDGET - AR	CR	742.00
(036468)	01-3212-0-1115-3700-3312-550-0000	ESSER II,FICA:CLASS,FOOD SUMMER SCHOOL BUDGET - AR	CR	181.00
(036469)	01-3212-0-1115-3700-3332-550-0000	ESSER II,MEDICARE:CLASS SUMMER SCHOOL BUDGET - AR	CR	42.00
(036471)	01-3212-0-1115-3700-3502-550-0000	ESSER II,STATE UNEMPLOY SUMMER SCHOOL BUDGET - AR	CR	2.00
(036472)	01-3212-0-1115-3700-3602-550-0000	ESSER II,WORKERS' COMP: SUMMER SCHOOL BUDGET - AR	CR	57.00
(036547)	01-3212-0-1115-8200-2230-550-0000	ESSER II,CLASS PUPIL SUP, SUMMER SCHOOL BUDGET - AR	CR	12,960.00
(036551)	01-3212-0-1115-8200-3202-550-0000	ESSER II,PERS:CLASSIFIED SUMMER SCHOOL BUDGET - AR	CR	3,288.00
(036552)	01-3212-0-1115-8200-3312-550-0000	ESSER II,FICA:CLASS,OPER SUMMER SCHOOL BUDGET - AR	CR	803.00
(036553)	01-3212-0-1115-8200-3332-550-0000	ESSER II,MEDICARE:CLASS SUMMER SCHOOL BUDGET - AR	CR	188.00
(036555)	01-3212-0-1115-8200-3502-550-0000	ESSER II,STATE UNEMPLOY SUMMER SCHOOL BUDGET - AR	CR	6.00
(036556)	01-3212-0-1115-8200-3602-550-0000	ESSER II,WORKERS' COMP: SUMMER SCHOOL BUDGET - AR	CR	251.00
(023587)	01-3212-0-1110-1000-4399-830-0000	ESSER II,HOLDING ACCOUN SUMMER SCHOOL BUDGET - AR	DR	147,612.00
			<b>572,587.00</b>	<b>572,587.00</b>
<b>JE # BR23-01780</b> JE Trans Date 05/24/2023      JE Posted 05/24/2023      Comment JLD - FLOOR MACHINE REPAIRS				
(001456)	01-0000-0-0000-8200-4300-834-0000	NO REPORTING RE,MATERI	DR	1,963.00
(032528)	01-0000-0-0000-8200-5800-834-0000	NO REPORTING RE,PROF/C	CR	1,963.00
			<b>1,963.00</b>	<b>1,963.00</b>
<b>JE # BR23-01781</b> JE Trans Date 05/24/2023      JE Posted 05/24/2023      Comment AR - CIA MBAMP Summer Institute				
(031792)	01-3213-0-1160-1000-5200-530-0000	ESSER III ARP,TRAVEL & CC	CR	300.00
(025935)	01-3213-0-1110-1000-4399-830-0000	ESSER III ARP,HOLDING AC	DR	300.00
			<b>300.00</b>	<b>300.00</b>
<b>JE # BR23-01782</b> JE Trans Date 05/24/2023      JE Posted 05/24/2023      Comment SJ - MBAMP 2023 SUMMER INSTITUTE				
(017940)	01-0000-0-1110-1000-4200-500-cnp1	NO REPORTING RE,BOOKS	DR	900.00
(036530)	01-0000-0-1160-1000-5200-520-CMP1	NO REPORTING RE,TRAVEL	CR	900.00
			<b>900.00</b>	<b>900.00</b>
<b>JE # BR23-01784</b> JE Trans Date 05/25/2023      JE Posted 05/25/2023      Comment JB - DUES				
(027205)	01-0809-0-1400-4200-4300-835-0809	Measure T,MATERIALS & SU	DR	100.00
(015671)	01-0809-0-1400-4200-5800-835-0809	Measure T,PROF/CONSULT	CR	100.00
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Fund 01 (continued)				
			<b>100.00</b>	<b>100.00</b>
JE # BR23-01785 JE Trans Date 05/25/2023 JE Posted 05/25/2023 Comment JB - VALEDICTORIA MEDALS				
(000576) 01-0000-0-0000-2700-4300-835-0014	NO REPORTING RE,MATERI	DR	244.00	
(000614) 01-0000-0-0000-2700-5800-835-0014	NO REPORTING RE,PROF/C	CR		244.00
			<b>244.00</b>	<b>244.00</b>
JE # BR23-01786 JE Trans Date 05/25/2023 JE Posted 05/25/2023 Comment JB - Snacks for testing				
(008350) 01-9010-0-1294-3160-5800-035-0088	OTHER RESTRICTE,PROF/C	DR	90.00	
(008345) 01-9010-0-1294-3160-4300-035-0088	OTHER RESTRICTE,MATERI	CR		90.00
			<b>90.00</b>	<b>90.00</b>
JE # BR23-01787 JE Trans Date 05/25/2023 JE Posted 05/25/2023 Comment JB - FOOD				
(022334) 01-0000-0-1540-1000-5800-035-0000	NO REPORTING RE,PROF/C	DR	201.00	
(022101) 01-0000-0-1540-1000-4300-035-0000	NO REPORTING RE,MATERI	CR		201.00
			<b>201.00</b>	<b>201.00</b>
JE # BR23-01788 JE Trans Date 05/25/2023 JE Posted 05/25/2023 Comment JR - Mileage Voucher				
(005447) 01-3410-0-5760-3110-4300-230-0000	REHAB:WORKABILI,MATERI.	DR	180.00	
(005449) 01-3410-0-5760-3110-5200-230-0000	REHAB:WORKABILI,TRAVEL	CR		180.00
			<b>180.00</b>	<b>180.00</b>
JE # BR23-01789 JE Trans Date 05/25/2023 JE Posted 05/25/2023 Comment JR - Mileage Voucher				
(005447) 01-3410-0-5760-3110-4300-230-0000	REHAB:WORKABILI,MATERI.	DR	54.00	
(005449) 01-3410-0-5760-3110-5200-230-0000	REHAB:WORKABILI,TRAVEL	CR		54.00
			<b>54.00</b>	<b>54.00</b>
JE # BR23-01790 JE Trans Date 05/25/2023 JE Posted 05/25/2023 Comment ST-Addl Budget for May & June				
(033087) 01-2600-0-1110-1000-5800-523-0558	ELO-P,PROF/CONSULT SE,II	CR		36,000.00
(029893) 01-2600-0-1110-1000-4399-820-0000	ELO-P,HOLDING ACCOUNT,	DR	36,000.00	
			<b>36,000.00</b>	<b>36,000.00</b>

Selection Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 14, JE Type = B, Starting Transaction Date = 5/20/2023, Ending Transaction Date = 6/2/2023, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N)

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Account	Description	Comment	From	To
<b>Fund 01 (continued)</b>				
JE # <b>BR23-01791</b> JE Trans Date 05/26/2023 JE Posted 05/26/2023 Comment SJ - Blackboard				
( 001305) 01-0000-0-0000-7700-4400-857-0000	NO REPORTING RE,NON-CA		DR 3,253.00	
( 001311) 01-0000-0-0000-7700-5800-857-0000	NO REPORTING RE,PROF/C		CR	3,253.00
			<b>3,253.00</b>	<b>3,253.00</b>
JE # <b>BR23-01792</b> JE Trans Date 05/30/2023 JE Posted 05/30/2023 Comment JL-For Silt Removal from HHS				
( 034708) 01-9010-0-0000-8110-5800-033- I N33	OTHER RESTRICTE,PROF/C		CR	11,800.00
( 008124) 01-9010-0-1110-1000-4300-033- I N33	OTHER RESTRICTE,MATERI		DR 11,800.00	
			<b>11,800.00</b>	<b>11,800.00</b>
JE # <b>BR23-01795</b> JE Trans Date 05/30/2023 JE Posted 05/30/2023 Comment JD - OPEN PO FOR FENCE REPAIRS AT VARIOUS SITES				
( 007535) 01-8150-0-0000-8110-4300-049-0000	ONGOING & MAJOR,MATER		DR 500.00	
( 007539) 01-8150-0-0000-8110-5600-049-0000	ONGOING & MAJOR,RENTAI		CR	500.00
			<b>500.00</b>	<b>500.00</b>
JE # <b>BR23-01796</b> JE Trans Date 05/30/2023 JE Posted 05/30/2023 Comment JD - CERTIFIED POOL OPERATOR COURSE/TRAINING				
( 007535) 01-8150-0-0000-8110-4300-049-0000	ONGOING & MAJOR,MATER		DR 950.00	
( 007537) 01-8150-0-0000-8110-5200-049-0000	ONGOING & MAJOR,TRAVEL		CR	950.00
			<b>950.00</b>	<b>950.00</b>
JE # <b>BR23-01797</b> JE Trans Date 05/30/2023 JE Posted 05/30/2023 Comment JR - Mileage Voucher				
( 005447) 01-3410-0-5760-3110-4300-230-0000	REHAB:WORKABILI,MATERI.		DR 35.00	
( 005449) 01-3410-0-5760-3110-5200-230-0000	REHAB:WORKABILI,TRAVEL		CR	35.00
			<b>35.00</b>	<b>35.00</b>
JE # <b>BR23-01798</b> JE Trans Date 05/30/2023 JE Posted 05/30/2023 Comment JD - SC SYSTEMS PO NOT USED				
( 028356) 01-8150-0-0000-8110-5600-023-0000	ONGOING & MAJOR,RENTAI		DR 5,160.00	
( 031702) 01-8150-0-0000-8110-4300-023-0000	ONGOING & MAJOR,MATER		CR	5,160.00
			<b>5,160.00</b>	<b>5,160.00</b>
JE # <b>BR23-01799</b> JE Trans Date 05/30/2023 JE Posted 05/30/2023 Comment AR - Summer School Food Allocation per S. CALDEN				
( 033959) 01-0000-0-1150-1000-1130-520- CMP1	NO REPORTING RE,CERT S.		DR 500.00	
( 036889) 01-0000-0-1115-1000-4300-520- CMP1	NO REPORTING RE,MATERI		CR	500.00
Selection Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 14, JE Type = B, Starting Transaction Date = 5/20/2023, Ending Transaction Date = 6/2/2023, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N)				

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Account	Description	Comment	From	To
Fund 01 (continued)				
			<b>500.00</b>	<b>500.00</b>
<b>JE # BR23-01800</b> JE Trans Date 05/30/2023      JE Posted 05/30/2023      Comment JR - LEARNING RECOVERY REIMBURSEMENT				
( 028175)	01- 6537- 0- 5760- 1110- 4300- 230- 0000	Sped Learn Rec,MATERIALS	DR	690.00
( 032177)	01- 6537- 0- 5760- 1190- 5800- 230- 0000	Sped Learn Rec,PROF/CONS	CR	690.00
			<b>690.00</b>	<b>690.00</b>
<b>JE # BR23-01801</b> JE Trans Date 05/30/2023      JE Posted 05/30/2023      Comment JD - REVOLT RECYCLING				
( 007540)	01- 8150- 0- 0000- 8110- 5800- 049- 0000	ONGOING & MAJOR,PROF/C	DR	79.00
( 007535)	01- 8150- 0- 0000- 8110- 4300- 049- 0000	ONGOING & MAJOR,MATER	CR	79.00
			<b>79.00</b>	<b>79.00</b>
<b>JE # BR23-01802</b> JE Trans Date 05/31/2023      JE Posted 05/31/2023      Comment JD - OPEN PO BACKFLOW TESTING AT ALL SCCS SITES				
( 007535)	01- 8150- 0- 0000- 8110- 4300- 049- 0000	ONGOING & MAJOR,MATER	DR	695.00
( 007540)	01- 8150- 0- 0000- 8110- 5800- 049- 0000	ONGOING & MAJOR,PROF/C	CR	695.00
			<b>695.00</b>	<b>695.00</b>
<b>JE # BR23-01803</b> JE Trans Date 05/31/2023      JE Posted 05/31/2023      Comment JD - ABA BLDG SERV				
( 007535)	01- 8150- 0- 0000- 8110- 4300- 049- 0000	ONGOING & MAJOR,MATER	DR	925.00
( 007540)	01- 8150- 0- 0000- 8110- 5800- 049- 0000	ONGOING & MAJOR,PROF/C	CR	925.00
			<b>925.00</b>	<b>925.00</b>
<b>JE # BR23-01804</b> JE Trans Date 05/31/2023      JE Posted 05/31/2023      Comment JD - SC RECORDS				
( 007535)	01- 8150- 0- 0000- 8110- 4300- 049- 0000	ONGOING & MAJOR,MATER	DR	500.00
( 007540)	01- 8150- 0- 0000- 8110- 5800- 049- 0000	ONGOING & MAJOR,PROF/C	CR	500.00
			<b>500.00</b>	<b>500.00</b>
<b>JE # BR23-01805</b> JE Trans Date 05/31/2023      JE Posted 05/31/2023      Comment JL-Add Costanoa WASC Budget for Expenses				
( 036816)	01- 0000- 0- 0000- 2110- 5200- 836- 5501	NO REPORTING RE,TRAVEL	CR	763.00
( 035441)	01- 0000- 0- 0000- 2110- 5800- 836- 5501	NO REPORTING RE,PROF/C	CR	627.00
			<b>500.00</b>	<b>500.00</b>
			<b>Net increase to Appropriations</b>	<b>.00</b>
			<b>1,390.00</b>	<b>1,390.00</b>

Selection    Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 14, JE Type = B, Starting Transaction Date = 5/20/2023, Ending Transaction Date = 6/2/2023, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N)

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Account	Description	Comment	From	To
<b>Fund 01 (continued)</b>				
JE # <b>BR23-01806</b> JE Trans Date 05/31/2023 JE Posted 05/31/2023 Comment JD - ACCO WILSON C/O				
( 007535) 01- 8150- 0- 0000- 8110- 4300- 049- 0000	ONGOING & MAJOR,MATER		DR 17,655.00	
( 033078) 01- 8150- 0- 0000- 8110- 5600- 024- 0000	ONGOING & MAJOR,RENTAL		CR	2,245.00
( 018885) 01- 8150- 0- 0000- 8110- 5600- 027- 0000	ONGOING & MAJOR,RENTAL		CR	6,132.00
( 026061) 01- 8150- 0- 0000- 8110- 5600- 035- 0000	ONGOING & MAJOR,RENTAL		CR	5,524.00
( 029760) 01- 8150- 0- 0000- 8110- 5600- 032- 0000	ONGOING & MAJOR,RENTAL		CR	3,754.00
			<b>17,655.00</b>	<b>17,655.00</b>
JE # <b>BR23-01807</b> JE Trans Date 06/01/2023 JE Posted 06/01/2023 Comment JL-Increase Prop Tax Budgets to Rev Rec'd				
( 000013) 01- 0000- 0- 0000- 0000- 8043- 020- 0000	NO REPORTING RE,PRIOR \		DR	2,790.00
( 000017) 01- 0000- 0- 0000- 0000- 8047- 020- 0000	NO REPORTING RE,COMMU		DR	91,587.00
( 000014) 01- 0000- 0- 0000- 0000- 8043- 030- 0000	NO REPORTING RE,PRIOR \		DR	4,638.00
( 000015) 01- 0000- 0- 0000- 0000- 8044- 030- 0000	NO REPORTING RE,SUPPLE		DR	160,907.00
( 000018) 01- 0000- 0- 0000- 0000- 8047- 030- 0000	NO REPORTING RE,COMMU		DR	846,044.00
( 000019) 01- 0000- 0- 0000- 0000- 8048- 030- 0000	NO REPORTING RE,PENALT		DR	3,868.00
<b>Net increase to Appropriations</b>			<b>.00</b>	<b>1,109,834.00</b>
JE # <b>BR23-01808</b> JE Trans Date 06/01/2023 JE Posted 06/01/2023 Comment C/O AMAZON & YAAM MEMBERSHIP				
( 001212) 01- 0000- 0- 0000- 7400- 4395- 854- 0000	NO REPORTING RE,FOOD F		DR 184.00	
( 001225) 01- 0000- 0- 0000- 7400- 5800- 854- 0000	NO REPORTING RE,PROF/C		CR	184.00
			<b>184.00</b>	<b>184.00</b>
JE # <b>BR23-01810</b> JE Trans Date 06/01/2023 JE Posted 06/01/2023 Comment JL-Increase 8660 Interest budgets				
( 000033) 01- 0000- 0- 0000- 0000- 8660- 020- 0000	NO REPORTING RE,INTERE:		DR	100,000.00
( 000034) 01- 0000- 0- 0000- 0000- 8660- 030- 0000	NO REPORTING RE,INTERE:		DR	68,144.00
<b>Net increase to Appropriations</b>			<b>.00</b>	<b>168,144.00</b>
JE # <b>BR23-01813</b> JE Trans Date 06/02/2023 JE Posted 06/02/2023 Comment PS - Dieselworks				
( 003975) 01- 0723- 0- 0000- 3600- 5600- 048- 0000	TRANSPORT:HOME,RENTAL		CR	1,700.00
( 003969) 01- 0723- 0- 0000- 3600- 4300- 048- 0000	TRANSPORT:HOME,MATERI		DR 1,700.00	
			<b>1,700.00</b>	<b>1,700.00</b>
JE # <b>BR23-01814</b> JE Trans Date 06/01/2023 JE Posted 06/02/2023 Comment DEP 98, DU96928				

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Account	Description	Comment	From	To
Fund 01 (continued)				
(continued)	JE # BR23-01814	JE Trans Date 06/01/2023	JE Posted 06/02/2023	Comment DEP 98, DU96928
(026775) 01-9010-0-5001-0000-8699-200-5640	OTHER RESTRICTE,ALL OTI	DU96928 MEDI-CAL CK 31-063643	DR	316,691.00
(026777) 01-9010-0-5001-2110-4399-200-5640	OTHER RESTRICTE,HOLDIN	DU96928 MEDI-CAL CK 31-063643	CR	316,691.00
(028051) 01-9010-0-0000-0000-8699-821-FLEX	OTHER RESTRICTE,ALL OTI	DU96928 BV FLEX DIR DEPOSIT CK 38154	DR	5,101.00
(028133) 01-9010-0-1110-1000-4399-821-FLEX	OTHER RESTRICTE,HOLDIN	DU96928 BV FLEX DIR DEPOSIT CK38154	CR	5,101.00
(028051) 01-9010-0-0000-0000-8699-821-FLEX	OTHER RESTRICTE,ALL OTI	DU96928 COUNTY OF SC BV FLEX CK00542786	DR	161.00
(028133) 01-9010-0-1110-1000-4399-821-FLEX	OTHER RESTRICTE,HOLDIN	DU96928 COUNTY OF SC BV FLEX CK00542786	CR	161.00
(028051) 01-9010-0-0000-0000-8699-821-FLEX	OTHER RESTRICTE,ALL OTI	DU96928 GO KIDS BV FLEX CK 96286	DR	485.00
(028133) 01-9010-0-1110-1000-4399-821-FLEX	OTHER RESTRICTE,HOLDIN	DU96928 GO KIDS BV FLEX CK 96286	CR	485.00
(028051) 01-9010-0-0000-0000-8699-821-FLEX	OTHER RESTRICTE,ALL OTI	DU96928 GO KIDS BV FLEX CK 96304	DR	402.00
(028133) 01-9010-0-1110-1000-4399-821-FLEX	OTHER RESTRICTE,HOLDIN	DU96928 GO KIDS BV FLEX CK 96304	CR	402.00
(008461) 01-9016-0-0000-0000-8699-023-0201	DONATIONS,ALL OTHER LO	DU96928 DL OSS CK 114 BECCERA	DR	500.00
(008931) 01-9016-0-1150-1000-5800-023-0201	DONATIONS,PROF/CONSUL	DU96928 DL OSS CK 114 BECCERA	CR	500.00
(008467) 01-9016-0-0000-0000-8699-024-0051	DONATIONS,ALL OTHER LO	DU96928 GAULT BOX TOP CK 4760803	DR	13.00
(008752) 01-9016-0-1110-1000-4300-024-0051	DONATIONS,MATERIALS & S	DU96928 GAULT BOX TOP CK 4760803	CR	13.00
(008474) 01-9016-0-0000-0000-8699-027-0051	DONATIONS,ALL OTHER LO	DU96928 WL DONATION CK 4308 RICCABONA	DR	108.00
(028079) 01-9016-0-1110-1000-5800-027-0051	DONATIONS,PROF/CONSUL	DU96928 WL DONATION CK 4308 RICCABONA	CR	108.00
(008476) 01-9016-0-0000-0000-8699-027-2706	DONATIONS,ALL OTHER LO	DU96928 WL OSS CK 1294 AND CASH	DR	678.00
(008915) 01-9016-0-1150-1000-4300-027-2706	DONATIONS,MATERIALS & S	DU96928 WL OSS CK 1294 AND CASH	CR	678.00
(008474) 01-9016-0-0000-0000-8699-027-0051	DONATIONS,ALL OTHER LO	DU96928 WL DONATIONS 4 CKS	DR	534.00
(028079) 01-9016-0-1110-1000-5800-027-0051	DONATIONS,PROF/CONSUL	DU96928 WL DONATIONS 4 CKS	CR	534.00
(035025) 01-9010-0-0000-0000-8699-032-0089	OTHER RESTRICTE,ALL OTI	DU96928 MH LIBRARY FEE CK 240	DR	40.00
(008217) 01-9010-0-1110-2420-4300-032-0089	OTHER RESTRICTE,MATERI	DU96928 MH LIBRARY FEE CK 240	CR	40.00
(035025) 01-9010-0-0000-0000-8699-032-0089	OTHER RESTRICTE,ALL OTI	DU96928 MH LIBRARY FEE CK 1560, 1184	DR	80.00
(008217) 01-9010-0-1110-2420-4300-032-0089	OTHER RESTRICTE,MATERI	DU96928 MH LIBRARY FEE CK 1560, 1184	CR	80.00

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Account	Description	Comment	From	To
Fund 01 (continued)				
(continued)	JE # BR23-01814	JE Trans Date 06/01/2023	JE Posted 06/02/2023	Comment DEP 98, DU96928
(035025) 01-9010-0-0000-0000-8699-032-0089	OTHER RESTRICTE,ALL OTI	DU96928 MH LIBRARY FEE CK 983, 391, 169	DR	150.00
(008217) 01-9010-0-1110-2420-4300-032-0089	OTHER RESTRICTE,MATERI	DU96928 MH LIBRARY FEE CK 983, 391, 169	CR	150.00
(007585) 01-9010-0-0000-0000-8699-034-0088	OTHER RESTRICTE,ALL OTI	DU96928 SCHS PARKING PASSES CK 5697	DR	70.00
(007778) 01-9010-0-0000-2700-5800-034-0088	OTHER RESTRICTE,PROF/C	DU96928 SCHS PARKING PASSES CK 5697	CR	70.00
(034172) 01-9010-0-0000-0000-8699-034-0089	OTHER RESTRICTE,ALL OTI	DU96928 SCHS LOST BOOKS CASH	DR	403.00
(008293) 01-9010-0-1160-1000-4300-034-0089	OTHER RESTRICTE,MATERI	DU96928 SCHS LOST BOOKS CASH	CR	175.00
(008501) 01-9016-0-0000-0000-8699-034-3415	DONATIONS,ALL OTHER LO	DU96928 SCHS PTA DONATION CK 2419	DR	2,200.00
(011880) 01-9016-0-0000-3110-4300-034-3415	DONATIONS,MATERIALS & S	DU96928 SCHS PTA DONATION CK 2419	CR	2,200.00
(007586) 01-9010-0-0000-0000-8699-034-3405	OTHER RESTRICTE,ALL OTI	DU96928 SCHS TRANSCRIPTS	DR	30.00
(007790) 01-9010-0-0000-3110-4300-034-3405	OTHER RESTRICTE,MATERI	DU96928 SCHS TRANSCRIPTS	CR	30.00
(008499) 01-9016-0-0000-0000-8699-034-0051	DONATIONS,ALL OTHER LO	DU96928 SCHS THEATRE DONATION	DR	100.00
(012429) 01-9016-0-1230-1000-4300-034-0051	DONATIONS,MATERIALS & S	DU96928 SCHS THEATRE DONATION	CR	100.00
(008504) 01-9016-0-0000-0000-8699-034-3457	DONATIONS,ALL OTHER LO	DU96928 SCHS DONATION	DR	40.00
(008779) 01-9016-0-1110-1000-4300-034-3457	DONATIONS,MATERIALS & S	DU96928 SCHS DONATION	CR	40.00
(029467) 01-9010-0-0000-0000-8699-034-3456	OTHER RESTRICTE,ALL OTI	DU96928 SCHS YEARBOOK SALES	DR	4,000.00
(032016) 01-9010-0-1360-1000-5800-034-3456	OTHER RESTRICTE,PROF/C	DU96928 SCHS YEARBOOK SALES	CR	4,000.00
(034172) 01-9010-0-0000-0000-8699-034-0089	OTHER RESTRICTE,ALL OTI	DU96928 SCHS LOST BOOKS	DR	208.00
(008286) 01-9010-0-1150-1000-4300-034-0089	OTHER RESTRICTE,MATERI	DU96928 SCHS LOST BOOKS SCIENCE	CR	90.00
(008293) 01-9010-0-1160-1000-4300-034-0089	OTHER RESTRICTE,MATERI	DU96928 SCHS LOST BOOKS MATH	CR	38.00
(008307) 01-9010-0-1190-1000-4300-034-0089	OTHER RESTRICTE,MATERI	DU96928 SCHS LOST BOOKS ENGLISH	CR	80.00
(007585) 01-9010-0-0000-0000-8699-034-0088	OTHER RESTRICTE,ALL OTI	DU96928 SCHS BOWLING CLASS FEE	DR	265.00
(008251) 01-9010-0-1140-1000-5800-034-0088	OTHER RESTRICTE,PROF/C	DU96928 SCHS BOWLING CLASS FEE	CR	265.00
(007586) 01-9010-0-0000-0000-8699-034-3405	OTHER RESTRICTE,ALL OTI	DU96928 SCHS TRANSCRIPT FEE	DR	5.00
(007790) 01-9010-0-0000-3110-4300-034-3405	OTHER RESTRICTE,MATERI	DU96928 SCHS TRANSCRIPT FEE	CR	5.00
(008506) 01-9016-0-0000-0000-8699-034-3470	DONATIONS,ALL OTHER LO	DU96928 SCHS WOODSHOP DONATION	DR	100.00

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<b>Fund 01 (continued)</b>				
(continued)	JE # <b>BR23-01814</b>	JE Trans Date 06/01/2023	JE Posted 06/02/2023	Comment DEP 98, DU96928
(009128) 01-9016-0-1530-1000-4300-034-3470	DONATIONS,MATERIALS & SUPPLIES	DU96928 SCHS WOODSHOP DONATION	CR	100.00
(008512) 01-9016-0-0000-0000-8699-034-3482	DONATIONS,ALL OTHER LOCAL	DU96928 SCHS CERAMICS DONATION	DR	200.00
(008884) 01-9016-0-1120-1000-4300-034-3482	DONATIONS,MATERIALS & SUPPLIES	DU96928 SCHS CERAMICS DONATION	CR	200.00
(007599) 01-9010-0-0000-0000-8699-049-FACU	OTHER RESTRICTED,ALL OTHER	DU96928 CIVIC SC FOOTBALL INV 15403942	DR	450.00
(007924) 01-9010-0-0000-8110-4300-049-FACU	OTHER RESTRICTED,MATERIALS	DU96928 CIVIC SC FOOTBALL INV 15403942	CR	450.00
(007599) 01-9010-0-0000-0000-8699-049-FACU	OTHER RESTRICTED,ALL OTHER	DU96928 CIVIC SC SC MASTERS INV 2507276	DR	197.00
(007924) 01-9010-0-0000-8110-4300-049-FACU	OTHER RESTRICTED,MATERIALS	DU96928 CIVIC SC SC MASTERS INV 2507276	CR	197.00
(007599) 01-9010-0-0000-0000-8699-049-FACU	OTHER RESTRICTED,ALL OTHER	DU96928 CIVIC SC BIBLE CK 57229	DR	270.00
(007924) 01-9010-0-0000-8110-4300-049-FACU	OTHER RESTRICTED,MATERIALS	DU96928 CIVIC SC BIBLE CK 57229	CR	270.00
(007599) 01-9010-0-0000-0000-8699-049-FACU	OTHER RESTRICTED,ALL OTHER	DU96928 CIVIC SC BREAKERS 22 INVOICES	DR	7,663.00
(007924) 01-9010-0-0000-8110-4300-049-FACU	OTHER RESTRICTED,MATERIALS	DU96928 CIVIC SC BREAKERS 22 INVOICES	CR	7,663.00
(008307) 01-9010-0-1190-1000-4300-034-0089	OTHER RESTRICTED,MATERIALS	DU96928 SCHS LOST BOOKS CASH	CR	53.00
(008317) 01-9010-0-1200-1000-4300-034-0089	OTHER RESTRICTED,MATERIALS	DU96928 SCHS LOST BOOKS CASH	CR	175.00
<b>Net increase to Appropriations</b>			<b>.00</b>	<b>682,288.00</b>

Account	Description	Comment	From	To
<b>JE # BR23-01815</b> JE Trans Date 06/02/2023 JE Posted 06/02/2023 Comment PS - CINTAS				
(032527) 01-0000-0-0000-8200-5800-833-0000	NO REPORTING RE,PROF/C		CR	120.00
(001455) 01-0000-0-0000-8200-4300-833-0000	NO REPORTING RE,MATERIALS		DR	120.00
<b>Net increase to Appropriations</b>			<b>120.00</b>	<b>120.00</b>

Account	Description	Comment	From	To
<b>JE # BT23-01228</b> JE Trans Date 05/22/2023 JE Posted 05/22/2023 Comment FL - Cover Reimbursements				
(008099) 01-9010-0-1110-1000-4300-021-1 N21	OTHER RESTRICTED,MATERIALS		DR	38.00
(028449) 01-9010-0-1110-1000-4200-021-1 N21	OTHER RESTRICTED,BOOKS		CR	38.00
<b>Net increase to Appropriations</b>			<b>38.00</b>	<b>38.00</b>

Account	Description	Comment	From	To
<b>JE # BT23-01229</b> JE Trans Date 05/22/2023 JE Posted 05/22/2023 Comment FL - Cover Reimbursements				
Selection	Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 14, JE Type = B, Starting Transaction Date = 5/20/2023, Ending Transaction Date = 6/2/2023, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N)			
			<b>ESCAPE</b>	<b>ONLINE</b>
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Fiscal Year 2023

Account	Description	Comment	From	To
<b>Fund 01 (continued)</b>				
(continued)	JE # <b>BT23-01229</b>	JE Trans Date 05/22/2023	JE Posted 05/22/2023	Comment FL - Cover Reimbursements
( 008740) 01- 9016- 0- 1110- 1000- 4300- 021- 2106	DONATIONS,MATERIALS & S		DR	43.00
( 036823) 01- 9016- 0- 1110- 1000- 4200- 021- 2106	DONATIONS,BOOKS & OTH		CR	43.00
			<b>43.00</b>	<b>43.00</b>
<b>JE # BT23-01230</b> JE Trans Date 05/22/2023 JE Posted 05/22/2023 Comment JR - Employee Reimbursements				
( 006304) 01- 6500- 0- 5001- 2110- 5200- 200- 0000	SE:STATE LOCAL,TRAVEL &		DR	45.00
( 033003) 01- 6500- 0- 5760- 1190- 5200- 200- 0000	SE:STATE LOCAL,TRAVEL &		CR	45.00
			<b>45.00</b>	<b>45.00</b>
<b>JE # BT23-01231</b> JE Trans Date 05/22/2023 JE Posted 05/22/2023 Comment JB - STUDENT MEETING				
( 000569) 01- 0000- 0- 0000- 2700- 4300- 035- 0000	NO REPORTING RE,MATERI		DR	226.00
( 016020) 01- 0000- 0- 0000- 2700- 4395- 035- 0000	NO REPORTING RE,FOOD F		CR	226.00
			<b>226.00</b>	<b>226.00</b>
<b>JE # BT23-01232</b> JE Trans Date 05/22/2023 JE Posted 05/22/2023 Comment JB - STUDENT MEETING				
( 000569) 01- 0000- 0- 0000- 2700- 4300- 035- 0000	NO REPORTING RE,MATERI		DR	63.00
( 016020) 01- 0000- 0- 0000- 2700- 4395- 035- 0000	NO REPORTING RE,FOOD F		CR	63.00
			<b>63.00</b>	<b>63.00</b>
<b>JE # BT23-01233</b> JE Trans Date 05/22/2023 JE Posted 05/22/2023 Comment JB - STAFF MEETING				
( 032301) 01- 0000- 0- 0000- 2110- 4395- 835- 0000	NO REPORTING RE,FOOD F		DR	226.00
( 036824) 01- 0000- 0- 0000- 2700- 4395- 835- 0000	NO REPORTING RE,FOOD F		CR	226.00
			<b>226.00</b>	<b>226.00</b>
<b>JE # BT23-01234</b> JE Trans Date 05/22/2023 JE Posted 05/22/2023 Comment SJ - HEADSET MH				
( 017940) 01- 0000- 0- 1110- 1000- 4200- 500- cmp1	NO REPORTING RE,BOOKS		DR	454.00
( 017941) 01- 0000- 0- 1110- 1000- 4300- 500- cmp1	NO REPORTING RE,MATERI		CR	454.00
			<b>454.00</b>	<b>454.00</b>
<b>JE # BT23-01235</b> JE Trans Date 05/22/2023 JE Posted 05/22/2023 Comment 500 TO 532				
( 017941) 01- 0000- 0- 1110- 1000- 4300- 500- cmp1	NO REPORTING RE,MATERI		DR	454.00
( 036825) 01- 0000- 0- 1110- 1000- 4300- 532- CMP1	NO REPORTING RE,MATERI		CR	454.00
Selection	Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 14, JE Type = B, Starting Transaction Date = 5/20/2023, Ending Transaction Date = 6/2/2023, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N)			ESCAPE ONLINE

Effective 05/22/2023 through 06/02/2023

Fiscal Year 2023

Account	Description	Comment	From	To
Fund 01 (continued)				
			<b>454.00</b>	<b>454.00</b>
<b>JE # BT23-01236</b> JE Trans Date 05/22/2023      JE Posted 05/22/2023      Comment JB STAFF MEETING				
( 000569) 01- 0000- 0- 0000- 2700- 4300- 035- 0000	NO REPORTING RE,MATERI		DR	63.00
( 016020) 01- 0000- 0- 0000- 2700- 4395- 035- 0000	NO REPORTING RE,FOOD F		CR	63.00
			<b>63.00</b>	<b>63.00</b>
<b>JE # BT23-01237</b> JE Trans Date 05/23/2023      JE Posted 05/23/2023      Comment JD - COAST LOCK C/O				
( 007535) 01- 8150- 0- 0000- 8110- 4300- 049- 0000	ONGOING & MAJOR,MATER		DR	500.00
( 007545) 01- 8150- 0- 0000- 8300- 4300- 049- 0000	ONGOING & MAJOR,MATER		CR	500.00
			<b>500.00</b>	<b>500.00</b>
<b>JE # BT23-01238</b> JE Trans Date 05/24/2023      JE Posted 05/24/2023      Comment AR - Summer School Budget				
( 035093) 01- 2600- 0- 1115- 1000- 4300- 505- 0000	ELO-P,MATERIALS & SUP,IN		DR	126,382.00
( 029893) 01- 2600- 0- 1110- 1000- 4399- 820- 0000	ELO-P,HOLDING ACCOUNT,		CR	126,382.00
( 035337) 01- 2600- 0- 1115- 1000- 4300- 550- 0000	ELO-P,MATERIALS & SUP,IN		DR	47,325.00
( 029896) 01- 2600- 0- 1110- 1000- 4399- 830- 0000	ELO-P,HOLDING ACCOUNT,		CR	47,325.00
( 035335) 01- 3212- 0- 1115- 1000- 4300- 550- 0000	ESSER II,MATERIALS & SUP		DR	1,400.00
( 023587) 01- 3212- 0- 1110- 1000- 4399- 830- 0000	ESSER II,HOLDING ACCOUN		CR	1,400.00
			<b>175,107.00</b>	<b>175,107.00</b>
<b>JE # BT23-01239</b> JE Trans Date 05/24/2023      JE Posted 05/24/2023      Comment PS - ELAC FOOD				
( 003652) 01- 0700- 0- 1110- 1000- 4395- 033- 0000	LCFF SUPP FUNDI,FOOD FC		CR	222.00
( 003646) 01- 0700- 0- 1110- 1000- 4300- 033- 0000	LCFF SUPP FUNDI,MATERIA		DR	222.00
			<b>222.00</b>	<b>222.00</b>
<b>JE # BT23-01240</b> JE Trans Date 05/25/2023      JE Posted 05/25/2023      Comment JB - SENIOR AWARD NIGHT FOOD				
( 000605) 01- 0000- 0- 0000- 2700- 5800- 035- 0000	NO REPORTING RE,PROF/C		DR	204.00
( 001990) 01- 0000- 0- 1110- 1000- 5800- 035- 0000	NO REPORTING RE,PROF/C		CR	204.00
			<b>204.00</b>	<b>204.00</b>
<b>JE # BT23-01241</b> JE Trans Date 05/25/2023      JE Posted 05/25/2023      Comment JLD - FLOOR WAXING MACHINE REPAIR				
( 032697) 01- 0000- 0- 0000- 8200- 5600- 834- 0000	NO REPORTING RE,RENTAL		DR	273.00

Selection Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 14, JE Type = B, Starting Transaction Date = 5/20/2023, Ending Transaction Date = 6/2/2023, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N)

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Account	Description	Comment	From	To
Fund 01 (continued)				
(continued)	JE # <b>BT23-01241</b>	JE Trans Date 05/25/2023	JE Posted 05/25/2023	Comment JLD - FLOOR WAXING MACHINE REPAIR
(032528) 01-0000-0-0000-8200-5800-834-0000	NO REPORTING RE,PROF/C		CR	273.00
			<b>273.00</b>	<b>273.00</b>
JE # <b>BT23-01242</b> JE Trans Date 05/25/2023 JE Posted 05/25/2023 Comment AN - PO23-01109				
(006149) 01-6300-0-1110-1000-4200-532-0000	LOTTERY:INSTRUC,BOOKS		DR	163.00
(016204) 01-6300-0-1110-2420-4200-532-0000	LOTTERY:INSTRUC,BOOKS		CR	163.00
			<b>163.00</b>	<b>163.00</b>
JE # <b>BT23-01243</b> JE Trans Date 05/25/2023 JE Posted 05/25/2023 Comment WM - To cover C/O for Sup materials/supplies				
(001103) 01-0000-0-0000-7150-4395-053-0000	NO REPORTING RE,FOOD F		DR	384.00
(001102) 01-0000-0-0000-7150-4300-053-0000	NO REPORTING RE,MATERI		CR	384.00
			<b>384.00</b>	<b>384.00</b>
JE # <b>BT23-01244</b> JE Trans Date 05/25/2023 JE Posted 05/25/2023 Comment WM - To cover C/O for DOJ Invoice				
(001217) 01-0000-0-0000-7400-5200-854-0000	NO REPORTING RE,TRAVEL		DR	283.00
(001225) 01-0000-0-0000-7400-5800-854-0000	NO REPORTING RE,PROF/C		CR	283.00
			<b>283.00</b>	<b>283.00</b>
JE # <b>BT23-01245</b> JE Trans Date 05/25/2023 JE Posted 05/25/2023 Comment AR - SPURR UTILITY				
(001463) 01-0000-0-0000-8200-5450-899-0000	NO REPORTING RE,OTHER		DR	2,321.00
(020379) 01-0000-0-0000-8200-5513-899-0000	NO REPORTING RE,ELECTR		DR	2,285.00
(001468) 01-0000-0-0000-8200-5514-899-0000	NO REPORTING RE,WATER		DR	8,812.00
(001470) 01-0000-0-0000-8200-5523-899-0000	NO REPORTING RE,GARBA		DR	14,685.00
(001465) 01-0000-0-0000-8200-5511-899-0000	NO REPORTING RE,GAS & E		CR	28,103.00
			<b>28,103.00</b>	<b>28,103.00</b>
JE # <b>BT23-01246</b> JE Trans Date 05/25/2023 JE Posted 05/25/2023 Comment SJ - CPM instructional materials				
(006136) 01-6300-0-1110-1000-4100-530-0000	LOTTERY:INSTRUC,APPR TI		DR	6,818.00
(032727) 01-6300-0-1160-1000-4100-531-0000	LOTTERY:INSTRUC,APPR TI		CR	6,818.00
			<b>6,818.00</b>	<b>6,818.00</b>
JE # <b>BT23-01247</b> JE Trans Date 05/25/2023 JE Posted 05/25/2023 Comment JR - Mileage Voucher				
Selection	Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 14, JE Type = B, Starting Transaction Date = 5/20/2023, Ending Transaction Date = 6/2/2023, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N)			<input type="button" value="ESCAPE"/> <input type="button" value="ONLINE"/>

Effective 05/22/2023 through 06/02/2023

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Account	Description	Comment	From	To
<b>Fund 01 (continued)</b>				
(continued)	JE # <b>BT23-01247</b>	JE Trans Date 05/25/2023	JE Posted 05/25/2023	Comment JR - Mileage Voucher
(007263) 01-6520-0-5760-1190-5800-230-0000	SE:PROJECT WORK,PROF/C		DR	100.00
(007262) 01-6520-0-5760-1190-5200-230-0000	SE:PROJECT WORK,TRAVEL		CR	100.00
			<b>100.00</b>	<b>100.00</b>
<b>JE # BT23-01248</b> JE Trans Date 05/26/2023 JE Posted 05/26/2023 Comment JR - Mileage Voucher				
(006704) 01-6500-0-5760-3140-5200-200-0000	SE:STATE LOCAL ,TRAVEL &		DR	15.00
(033003) 01-6500-0-5760-1190-5200-200-0000	SE:STATE LOCAL,TRAVEL &		CR	15.00
			<b>15.00</b>	<b>15.00</b>
<b>JE # BT23-01249</b> JE Trans Date 05/26/2023 JE Posted 05/26/2023 Comment BL - Surf City Cafe				
(008612) 01-9016-0-0000-2700-4300-027-0051	DONATIONS,MATERIALS & S		CR	300.00
(008755) 01-9016-0-1110-1000-4300-027-0051	DONATIONS,MATERIALS & S		DR	300.00
			<b>300.00</b>	<b>300.00</b>
<b>JE # BT23-01250</b> JE Trans Date 05/26/2023 JE Posted 05/26/2023 Comment JR - Rescue Funds Westlake SDC Classroom				
(033067) 01-3305-0-5001-2700-4300-220-0000	SE:LOC ASST ARP,MATERIA		DR	1,527.00
(036881) 01-3305-0-5760-1110-4300-220-0000	SE:LOC ASST ARP,MATERIA		CR	1,527.00
			<b>1,527.00</b>	<b>1,527.00</b>
<b>JE # BT23-01252</b> JE Trans Date 05/30/2023 JE Posted 05/30/2023 Comment CORRECT SCHS ACCT STRING				
(032528) 01-0000-0-0000-8200-5800-834-0000	NO REPORTING RE,PROF/C		DR	1,736.00
(032697) 01-0000-0-0000-8200-5600-834-0000	NO REPORTING RE,RENTAL		CR	1,736.00
			<b>1,736.00</b>	<b>1,736.00</b>
<b>JE # BT23-01253</b> JE Trans Date 05/30/2023 JE Posted 05/30/2023 Comment AN - Reimburseing to correct account				
(008375) 01-9010-0-1530-1000-4300-032-0089	OTHER RESTRICTE,MATERI		DR	130.00
(008217) 01-9010-0-1110-2420-4300-032-0089	OTHER RESTRICTE,MATERI		CR	130.00
			<b>130.00</b>	<b>130.00</b>
<b>JE # BT23-01254</b> JE Trans Date 05/30/2023 JE Posted 05/30/2023 Comment JR - BENCHMARK ORDER WL				
(033067) 01-3305-0-5001-2700-4300-220-0000	SE:LOC ASST ARP,MATERIA		DR	6,065.00
(036881) 01-3305-0-5760-1110-4300-220-0000	SE:LOC ASST ARP,MATERIA		CR	6,065.00
			<b>6,065.00</b>	<b>6,065.00</b>
Selection	Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 14, JE Type = B, Starting Transaction Date = 5/20/2023, Ending Transaction Date = 6/2/2023, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N)			ESCAPE ONLINE

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Account	Description	Comment	From	To
Fund 01 (continued)				
			<b>6,065.00</b>	<b>6,065.00</b>
<b>JE # BT23-01255      JE Trans Date 05/30/2023      JE Posted 05/30/2023      Comment JL-Increase budget for Sewer</b>				
(001469) 01-0000-0-0000-8200-5515-899-0000	NO REPORTING RE,SEWER	CR		5,000.00
(001465) 01-0000-0-0000-8200-5511-899-0000	NO REPORTING RE,GAS & E	DR	5,000.00	
			<b>5,000.00</b>	<b>5,000.00</b>
<b>JE # BT23-01256      JE Trans Date 05/31/2023      JE Posted 05/31/2023      Comment PS - Science Lab Supplies</b>				
(030010) 01-3010-0-1150-1000-4300-533-0000	BAS GNT LOW-INC,MATERIA	CR		340.00
(024389) 01-3010-0-1110-1000-4200-533-0000	BAS GNT LOW-INC,BOOKS & E	DR	340.00	
			<b>340.00</b>	<b>340.00</b>
<b>JE # BT23-01257      JE Trans Date 05/31/2023      JE Posted 05/31/2023      Comment JL-Move funds to 5800 Mileage non employee</b>				
(035441) 01-0000-0-0000-2110-5800-836-5501	NO REPORTING RE,PROF/C	CR		169.00
(036816) 01-0000-0-0000-2110-5200-836-5501	NO REPORTING RE,TRAVEL	DR	169.00	
			<b>169.00</b>	<b>169.00</b>
<b>JE # BT23-01258      JE Trans Date 06/01/2023      JE Posted 06/01/2023      Comment WM - TO COVER C/O AMAZON</b>				
(001103) 01-0000-0-0000-7150-4395-053-0000	NO REPORTING RE,FOOD F	DR	180.00	
(001102) 01-0000-0-0000-7150-4300-053-0000	NO REPORTING RE,MATERI	CR		180.00
			<b>180.00</b>	<b>180.00</b>
<b>JE # BT23-01260      JE Trans Date 06/01/2023      JE Posted 06/01/2023      Comment JR - LEARNING RECOVER LAPTOP ORDER</b>				
(028175) 01-6537-0-5760-1110-4300-230-0000	Sped Learn Rec,MATERIALS	DR	10,000.00	
(036896) 01-6537-0-5001-2110-4400-230-0000	Sped Learn Rec,NON-CAPITA	CR		10,000.00
			<b>10,000.00</b>	<b>10,000.00</b>
<b>JE # BT23-01261      JE Trans Date 06/02/2023      JE Posted 06/02/2023      Comment AR - SCIL TRAINING</b>				
(025935) 01-3213-0-1110-1000-4399-830-0000	ESSER III ARP,HOLDING AC	DR	4,050.00	
(033931) 01-3213-0-1110-1000-4200-530-0000	ESSER III ARP,BOOKS & OTI	CR		4,050.00
			<b>4,050.00</b>	<b>4,050.00</b>

Selection Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 14, JE Type = B, Starting Transaction Date = 5/20/2023, Ending Transaction Date = 6/2/2023, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N)

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Fiscal Year 2023

Account	Description	Comment	From	To
<b>Fund 01 (continued)</b>				
JE # <b>BT23-01262</b> JE Trans Date 06/02/2023 JE Posted 06/02/2023 Comment JL-Increase budget for PG&E				
( 020379) 01-0000-0-0000-8200-5513-899-0000	NO REPORTING RE,ELECTR	CR		60,157.00
( 001583) 01-0000-0-0000-8300-5800-899-0000	NO REPORTING RE,PROF/C	DR	48,550.00	
( 001975) 01-0000-0-1110-1000-5600-899-0030	NO REPORTING RE,RENTAL	DR	7,000.00	
( 001974) 01-0000-0-1110-1000-5600-899-0020	NO REPORTING RE,RENTAL	DR	4,000.00	
( 001158) 01-0000-0-0000-7300-5800-899-0000	NO REPORTING RE,PROF/C	DR	607.00	
			<b>60,157.00</b>	<b>60,157.00</b>

Fund 01 Net Increase in Estimated Fund Balance 1,577,539.00

<b>Fund 11</b>				
JE # <b>BR23-01810</b> JE Trans Date 06/01/2023 JE Posted 06/01/2023 Comment JL-Increase 8660 Interest budgets				
( 009366) 11-0831-0-0000-0000-8660-030-0000	ADULT ED APPORT,INTERE:	DR		254.00
			<b>Net increase to Appropriations</b>	<b>.00 254.00</b>

Fund 11 Net Increase in Estimated Fund Balance 254.00

<b>Fund 13</b>				
JE # <b>BR23-01770</b> JE Trans Date 05/22/2023 JE Posted 05/22/2023 Comment DB - COVER EXP				
( 035831) 13-7816-0-0000-3700-4700-046-0000	CDFA GRANT,FOOD PURCH	DR	500.00	
( 035834) 13-7816-0-0000-3700-6400-046-0000	CDFA GRANT,EQUIPMENT,F	CR		500.00
			<b>500.00</b>	<b>500.00</b>

JE # <b>BR23-01809</b> JE Trans Date 06/01/2023 JE Posted 06/01/2023 Comment JL-Add Budget for Rev Rec'd for Fund 13				
( 009434) 13-5310-0-0000-0000-8220-046-4610	CHLD NUTR:SCHOO,CHILD I	DR		351.00
( 009442) 13-5310-0-0000-0000-8699-046-4602	CHLD NUTR:SCHOO,ALL OT	DR		36,225.00
( 009443) 13-5310-0-0000-0000-8699-046-4625	CHLD NUTR:SCHOO,ALL OT	DR		8,255.00
( 009523) 13-9010-0-0000-0000-8699-046-4606	OTHER RESTRICTE,ALL OTI	DR		3,625.00
( 029100) 13-9010-0-0000-0000-8699-046-4626	OTHER RESTRICTE,ALL OTI	DR		130,000.00
( 034063) 13-9010-0-0000-0000-8699-046-4627	OTHER RESTRICTE,ALL OTI	DR		3,084.00
( 009529) 13-9010-0-0000-3700-4300-046-4606	OTHER RESTRICTE,MATERI	CR		3,625.00
( 029099) 13-9010-0-0000-3700-4300-046-4626	OTHER RESTRICTE,MATERI	CR		130,000.00
( 034064) 13-9010-0-0000-3700-4300-046-4627	OTHER RESTRICTE,MATERI	CR		3,084.00
			<b>Net increase to Appropriations</b>	<b>.00 318,249.00</b>

JE # <b>BR23-01812</b> JE Trans Date 06/01/2023 JE Posted 06/01/2023 Comment DB - COVER EXPENSE				
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Selection Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 14, JE Type = B, Starting Transaction Date = 5/20/2023, Ending Transaction Date = 6/2/2023, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N)

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Account	Description	Comment	From	To
<b>Fund 13 (continued)</b>				
(continued)	JE # <b>BR23-01812</b>	JE Trans Date 06/01/2023	JE Posted 06/01/2023	Comment DB - COVER EXPENSE
(035834) 13- 7816- 0- 0000- 3700- 6400- 046- 0000	CDFA GRANT,EQUIPMENT,F		DR	6,106.00
(036895) 13- 7816- 0- 0000- 3700- 4400- 046- 0000	CDFA GRANT,NON-CAPITAL		CR	6,106.00
				<b>6,106.00</b>
				<b>6,106.00</b>
				<b>Fund 13 Net Increase in Estimated Fund Balance 44,831.00</b>
<b>Fund 14</b>				
	JE # <b>BR23-01810</b>	JE Trans Date 06/01/2023	JE Posted 06/01/2023	Comment JL-Increase 8660 Interest budgets
(009531) 14- 0000- 0- 0000- 0000- 8660- 020- 0000	NO REPORTING RE,INTERE:		DR	77.00
(009532) 14- 0000- 0- 0000- 0000- 8660- 030- 0000	NO REPORTING RE,INTERE:		DR	563.00
				<b>Net increase to Appropriations .00</b>
				<b>640.00</b>
				<b>Fund 14 Net Increase in Estimated Fund Balance 640.00</b>
<b>Fund 20</b>				
	JE # <b>BR23-01810</b>	JE Trans Date 06/01/2023	JE Posted 06/01/2023	Comment JL-Increase 8660 Interest budgets
(009627) 20- 0000- 0- 0000- 0000- 8660- 030- 0000	NO REPORTING RE,INTERE:		DR	9,380.00
				<b>Net increase to Appropriations .00</b>
				<b>9,380.00</b>
				<b>Fund 20 Net Increase in Estimated Fund Balance 9,380.00</b>
<b>Fund 21</b>				
	JE # <b>BR23-01767</b>	JE Trans Date 05/22/2023	JE Posted 05/22/2023	Comment TH - 9733
(009895) 21- 9733- 0- 0000- 8500- 6200- 000- 0000	BOND A SECONDAR,BUILDII		DR	499,272.00
(017015) 21- 9733- 0- 0000- 8500- 4400- 034- B101	BOND A SECONDAR,NON-C. TH - 9733 R23-02632		CR	50,975.00
(012621) 21- 9733- 0- 0000- 8500- 6202- 032- B119	BOND A SECONDAR,MODEF TH - 9733 R23-02633		CR	40,000.00
(022914) 21- 9733- 0- 0000- 8500- 6411- 032- B155	BOND A SECONDAR,Tech E TH - 9733 R23-02636		CR	72,520.00
(012621) 21- 9733- 0- 0000- 8500- 6202- 032- B119	BOND A SECONDAR,MODEF TH - 9733 R23-02637		CR	50,003.00
(030132) 21- 9733- 0- 0000- 8500- 6202- 035- B030	BOND A SECONDAR,MODEF TH - 9733 R23-02638		CR	83,564.00
(023123) 21- 9733- 0- 0000- 8500- 6202- 033- B406	BOND A SECONDAR,MODEF TH - 9733 R23-02639		CR	129,500.00
(029173) 21- 9733- 0- 0000- 8500- 4300- 033- b405	BOND A SECONDAR,MATER TH - 9733 R23-02640		CR	20,716.00
(026839) 21- 9733- 0- 0000- 8500- 4300- 034- B101	BOND A SECONDAR,MATER TH - 9733 R23-02641		CR	27,967.00
(025182) 21- 9733- 0- 0000- 8500- 6280- 035- B030	BOND A SECONDAR,CONST TH - 9733 R23-02642		CR	8,940.00
(031126) 21- 9733- 0- 0000- 8500- 6290- 035- B030	Bond A Secondar,INSCPECTI TH - 9733 R23-02644		CR	4,200.00
(026143) 21- 9733- 0- 0000- 8500- 6400- 030- B300	BOND A SECONDAR,EQUIPI TH - 9733 R23-02645		CR	10,887.00

Selection Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 14, JE Type = B, Starting Transaction Date = 5/20/2023, Ending Transaction Date = 6/2/2023, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N)

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Fiscal Year 2023

Account	Description	Comment	From	To
Fund 21 (continued)				
			<b>499,272.00</b>	<b>499,272.00</b>
<b>JE # BR23-01768 JE Trans Date 05/22/2023 JE Posted 05/22/2023 Comment TH - 9734 R23-</b>				
( 022871)	21- 9734- 0- 0000- 8500- 6411- 023- B035	BOND A ELEM,Tech Equip,F/ TH - 9734 R23-02634	CR	60,080.00
( 022872)	21- 9734- 0- 0000- 8500- 6411- 038- B039	BOND A ELEM,Tech Equip,F/ TH - 9734 R23-02635	CR	59,200.00
( 010543)	21- 9734- 0- 0000- 8500- 6210- 038- B020	BOND A ELEM,ARCHITECT/E TH - 9734 R23-02643	CR	5,600.00
( 026144)	21- 9734- 0- 0000- 8500- 6400- 020- B200	BOND A ELEM,EQUIPMENT, TH - 9734 R23-02645	CR	5,363.00
( 020523)	21- 9734- 0- 0000- 8500- 4400- 023- B010	BOND A ELEM,NON-CAPITAI TH - 9734 R23-2646	CR	9,463.00
( 010424)	21- 9734- 0- 0000- 8500- 6200- 000- 0000	BOND A ELEM,BUILDINGS &	DR	139,706.00
			<b>139,706.00</b>	<b>139,706.00</b>
<b>JE # BR23-01811 JE Trans Date 06/01/2023 JE Posted 06/01/2023 Comment JL-Increase 8660 Interest</b>				
( 010390)	21- 9734- 0- 0000- 0000- 8660- 020- 0000	BOND A ELEM,INTEREST	DR	19,824.00
( 029285)	21- 9737- 0- 0000- 0000- 8660- 030- 0000	Series C Second,INTEREST	DR	220,248.00
( 029283)	21- 9738- 0- 0000- 0000- 8660- 020- 0000	Series C Elem,INTEREST	DR	69,491.00
			<b>.00</b>	<b>309,563.00</b>
<b>Net increase to Appropriations</b>				
<b>JE # BT23-01227 JE Trans Date 05/22/2023 JE Posted 05/22/2023 Comment TH - BTS</b>				
( 034775)	21- 9734- 0- 0000- 8500- 6211- 038- B020	Bond A Elem,PRIMARY CON TH - PO23-02176	CR	2,250.00
( 010424)	21- 9734- 0- 0000- 8500- 6200- 000- 0000	BOND A ELEM,BUILDINGS &	DR	2,250.00
( 023491)	21- 9733- 0- 0000- 8500- 6280- 032- B125	BOND A SECONDAR,CONST TH - PO23-00409	CR	5,960.00
( 034290)	21- 9733- 0- 0000- 8500- 6203- 032- B162	Bond A Secondar,BUILDING TH - POR23-01549/23-01547	CR	80,485.00
( 009895)	21- 9733- 0- 0000- 8500- 6200- 000- 0000	BOND A SECONDAR,BUILDII	DR	86,445.00
			<b>88,695.00</b>	<b>88,695.00</b>
<b>JE # BT23-01251 JE Trans Date 05/30/2023 JE Posted 05/30/2023 Comment TH - R23-02675</b>				
( 010424)	21- 9734- 0- 0000- 8500- 6200- 000- 0000	BOND A ELEM,BUILDINGS &	DR	5,478.00
( 010594)	21- 9734- 0- 0000- 8500- 6220- 038- B020	BOND A ELEM,DSA PLAN CH	CR	5,478.00
			<b>5,478.00</b>	<b>5,478.00</b>
<b>JE # BT23-01259 JE Trans Date 06/01/2023 JE Posted 06/01/2023 Comment TH - R23-02634</b>				
( 010424)	21- 9734- 0- 0000- 8500- 6200- 000- 0000	BOND A ELEM,BUILDINGS &	DR	8,000.00
( 022871)	21- 9734- 0- 0000- 8500- 6411- 023- B035	BOND A ELEM,Tech Equip,F/	CR	8,000.00

Selection Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 14, JE Type = B, Starting Transaction Date = 5/20/2023, Ending Transaction Date = 6/2/2023, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N)

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Fiscal Year 2023

Account	Description	Comment	From	To
Fund 21 (continued)				
			8,000.00	8,000.00
<b>Fund 21 Net Increase in Estimated Fund Balance</b>			<b>309,563.00</b>	
Fund 25				
JE # <b>BR23-01773</b> JE Trans Date 05/23/2023 JE Posted 05/23/2023 Comment JL-Increase Budget for Added Revenue				
( 010812)	25-9010-0-0000-0000-8660-030-0000	OTHER RESTRICTE,INTERE	DR	14,000.00
( 017405)	25-9010-0-0000-0000-8681-020-0000	OTHER RESTRICTE,MITIGA	DR	383,639.00
( 017408)	25-9010-0-0000-0000-8681-030-0000	OTHER RESTRICTE,MITIGA	DR	365,257.00
<b>Net increase to Appropriations</b>			<b>.00</b>	<b>762,896.00</b>
JE # <b>BR23-01783</b> JE Trans Date 05/24/2023 JE Posted 05/24/2023 Comment JL-Dry Storage for Food Service				
( 036867)	25-9010-0-0000-8500-6203-046-0000	OTHER RESTRICTE,BUILDIN	CR	56,950.00
<b>Net increase to Appropriations</b>			<b>.00</b>	<b>56,950.00</b>
JE # <b>BR23-01793</b> JE Trans Date 05/30/2023 JE Posted 05/30/2023 Comment JL-Add Budget for DLV Relocatable Classroom TK-ELOP				
( 036882)	25-9010-0-0000-8500-6202-023-9121	OTHER RESTRICTE,MODER	CR	202,117.00
( 036883)	25-9010-0-0000-8500-6280-023-9121	OTHER RESTRICTE,CONSTI	CR	10,031.00
( 036887)	25-9010-0-0000-8500-6290-023-9121	OTHER RESTRICTE,INSCPE	CR	13,650.00
<b>Net increase to Appropriations</b>			<b>.00</b>	<b>225,798.00</b>
<b>Fund 25 Net Increase in Estimated Fund Balance</b>			<b>480,148.00</b>	
Fund 40				
JE # <b>BR23-01794</b> JE Trans Date 05/30/2023 JE Posted 05/30/2023 Comment JL-Sustainability Work (Climatec Projects)				
( 036885)	40-9720-0-0000-8500-6157-021-0000	2012 SERIES A G,HAZARDO	CR	86,071.00
( 034247)	40-9720-0-0000-8500-6280-021-0000	2012 SERIES A G,CONSTRU	CR	9,964.00
( 036886)	40-9720-0-0000-8500-6202-023-0000	2012 SERIES A G,MODERNIZ	CR	86,000.00
<b>Net increase to Appropriations</b>			<b>.00</b>	<b>182,035.00</b>
JE # <b>BR23-01810</b> JE Trans Date 06/01/2023 JE Posted 06/01/2023 Comment JL-Increase 8660 Interest budgets				
( 022983)	40-9720-0-0000-0000-8660-020-0000	2012 SERIES A G,INTEREST	DR	17,252.00
<b>Net increase to Appropriations</b>			<b>.00</b>	<b>17,252.00</b>
<b>Fund 40 Net &lt;Decrease&gt; in Estimated Fund Balance</b>			<b>164,783.00-</b>	

Selection Grouped by Org, Fiscal Year, JE# - Sorted by JE Item #, (Org = 14, JE Type = B, Starting Transaction Date = 5/20/2023, Ending Transaction Date = 6/2/2023, Unposted JEs? = N, End Bud Bal? = O, JE# Page Break? = N, Description? = A, Recap? = N)

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Effective 05/22/2023 through 06/02/2023

Fiscal Year 2023

Account	Description	Comment	From	To
<b>Fund 56</b>				
JE # <b>BR23-01810</b>	JE Trans Date 06/01/2023	JE Posted 06/01/2023	Comment JL-Increase 8660 Interest budgets	
( 025158) 56- 9732- 0- 0000- 0000- 8660- 030- 0000	QUALIFIED SCHOO,INTERE		DR	143.00
			<b>Net increase to Appropriations</b>	<b>.00 143.00</b>
<b>Fund 56 Net Increase in Estimated Fund Balance</b>				<b>143.00</b>
<b>Fund 73</b>				
JE # <b>BR23-01778</b>	JE Trans Date 05/23/2023	JE Posted 05/23/2023	Comment ST-Godinez Scholarship	
( 011007) 73- 0983- 0- 8100- 5900- 5800- 000- 0000	LOMA PRIETA SCH,PROF/C		CR	300.00
			<b>Net increase to Appropriations</b>	<b>.00 300.00</b>
<b>Fund 73 Net Increase in Estimated Fund Balance</b>				<b>7,092.00</b>
JE # <b>BR23-01811</b>	JE Trans Date 06/01/2023	JE Posted 06/01/2023	Comment JL-Increase 8660 Interest	
( 010943) 73- 0976- 0- 0000- 0000- 8660- 030- 0000	THURSTON SCHOLA,INTERI		DR	7,392.00
			<b>Net increase to Appropriations</b>	<b>.00 7,392.00</b>
<b>Fund 73 Net Increase in Estimated Fund Balance</b>				<b>7,092.00</b>
			<b>Total for Org 014</b>	<b>2,155,449.00 6,331,918.00</b>
<b>Org 014 Net Increase in Estimated Fund Balance</b>				<b>2,264,807.00</b>
			<b>Net increase to Appropriations</b>	

**SANTA CRUZ CITY SCHOOL DISTRICT**

**AGENDA ITEM:** Resolution 46-22-23: Naming District Representatives for State Allocation Board

**MEETING DATE:** June 14, 2023

**FROM:** Jim Monreal, Assistant Superintendent, Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve Resolution 46-22-23 to allow designated district representatives to sign on behalf of the district for Public School Construction and State Allocation Board projects.

**BACKGROUND:**

The Office of Public School Construction (OPSC) is updating its requirements for authorizing district representatives to act on behalf of a school district for State Allocation Board (SAB) administered construction programs. This is an updated requirement from the State that formalizes an existing process. The OPSC provides matching funds for projects. SCCS may be eligible in the future now that the State has released funds for projects. The certifications made by the representative include statements that the school district is in compliance with all applicable statutes and regulations that are not limited to the rules that govern the OPSC/SAB programs.

District staff will work in concert with legal counsel, our financial and State advisors as we enter into agreements with OPSC.

**FISCAL IMPACT:**

None

This work is in direct support of the following District goals and their corresponding metrics:

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

**SANTA CRUZ CITY SCHOOL DISTRICT  
RESOLUTION #46-22-23**

**NAMING DISTRICT REPRESENTATIVES FOR STATE ALLOCATION BOARD**

**WHEREAS**, Education Code established multiple programs to be administered by the Department of General Services (DGS) as staff to the State Allocation Board (SAB); and

**WHEREAS**, Santa Cruz City School District intends to file applications for eligibility determination, file applications for funding, and/or certify information under one or more SABAdministered Program(s); and

**WHEREAS**, the SAB and DGS requires a school district's Board of Education to authorize specific individuals to sign and submit information on behalf of a school district; and

**WHEREAS**, the Santa Cruz City School District understands that the signing and submittal of forms on behalf of the school district commits the school district to comply with program requirements.

**WHEREAS**, the Santa Cruz City School District Board of Education still recognizes the individuals identified below who have previously been authorized to physically sign all documents and papers or submit documents via OPSC Online that are associated with SAB Administered Program(s), are still valid District Representatives:

[List all existing/remaining District Representatives authorized to submit applications on behalf of the District.]

1. Kris Munro, Superintendent
2. Jimmy Monreal, Assistant Superintendent Business Services

**NOW, THEREFORE, BE IT RESOLVED** that the Santa Cruz City School District Board of Education authorizes the individuals identified below to physically sign all documents and papers or submit documents via OPSC Online that are associated with SAB-Administered Program(s):

[List all District Representatives authorized in this resolution to submit applications on behalf of the District. If they are replacing someone else, please indicate who should be removed from the current list of District Representatives.]

1. Kris Munro, Superintendent
2. Jimmy Monreal, Assistant Superintendent Business Services

**THE FOREGOING RESOLUTION WAS PASSED AND ADOPTED** by the Governing Board of the Santa Cruz City School District, County of Santa Cruz, State of California, this 14<sup>th</sup> day of June 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

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Secretary to Board of Trustees

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President, Board of Trustees

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Food Services 2023-2024 request for Food & Supplies

**MEETING DATE:** June 14, 2023

**FROM:** Jim Monreal, Assistant Superintendent, Business Services

**THROUGH:** Kris Munro, Superintendent

### **RECOMMENDATION:**

Approve the 2023-2024 recommendations from the Central Coast Purchasers Cooperative for the following items:

- Produce RFP - Watsonville Coast Produce
- Grocery RFP - Sysco San Francisco, Danielsens Co., and GoldStar Foods
- Paper RFP - P&R Paper Company
- USDA Distribution RFP - Goldstar Foods
- Milk RFP - Producers Dairy

### **BACKGROUND:**

The Central Coast Purchasers Cooperative (CCPC) was created in 2006 to help small districts receive better pricing and to increase vendor interest in serving school districts. CCPC is proud to represent 21 school districts, 147 school sites, and over 182,000 students across the Central Coast. As a cooperative, we promote healthy food options and strive to increase student participation in the school meal programs.

As lead district of CCPC, Santa Cruz City Schools represents the following member districts: Live Oak Elementary, Soquel Union Elementary, San Lorenzo Valley USD, Aromas San Juan USD, Gonzales USD, North Monterey County USD, Pacific Grove USD, Monterey Peninsula USD, Greenfield Union SD, San Benito High School District, Salinas Elementary SD, Salinas High SD, Alisal Union SD, South Monterey County Joint UHSD, Santa Rita Union SD, Southside Elementary School, Carmel USD, and Monterey County Probation.

### **FISCAL IMPACT:**

None

This work is in direct support of the following District goals and their corresponding metrics:

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Goal #6: SCCS will maintain strong communication and partnership with its diverse community.

*Prepared by Amy Hedrick-Farr, Director, Food & Nutrition Services*

**Agenda Item: 9.3.2.5**



## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Certificated Personnel Actions

**MEETING DATE:** June 14, 2023

**FROM:** Molly Parks, Assistant Superintendent of Human Resources

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the certificated personnel actions as submitted.

**BACKGROUND:**

The attached certificated personnel actions are submitted in accordance with District policy, California Education Code and the negotiated contract.

This work is in direct support of the following District goals and their corresponding metrics:

Goal #1: All SCCS students will be prepared to successfully access post-secondary college and career opportunities.

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.

## **2023-2024 APPOINTMENTS**

**Jamie DeWitt, .40 English Teacher at Mission Hill Middle.** Jamie's educational background includes a BA in History from UC San Diego, an MA in Social Science from CSU San Bernardino and a Doctorate in Education from Walden University. She holds a Clear Single Subject Teaching Credential for English and Social Science, a Clear Administrative Services Credential and an English Learners Authorization. Jamie has fourteen years of teaching experience and her status is Probationary 1.

**Morgan Ehritt, 1.0 4<sup>th</sup>/5<sup>th</sup> Grade Teacher at Gault Elementary.** Morgan's educational background includes a BA in Environmental Studies from UC Santa Cruz and an MA in Education from CSU Monterey Bay. She holds a Clear Multiple Subject Teaching Credential and an English Learners Authorization. Morgan has five years of teaching experience and her status is Temporary.

**Katherine Erickson, 1.0 School Counselor at Westlake Elementary.** Katherine's educational background includes a BA in Intensive Psychology from UC Santa Cruz and an MA in Social Work from San Jose State University. She holds a Clear Pupil Personnel Services Credential for School Social Work and Child, Welfare & Attendance. Katharine has five years of counseling experience and her status is Probationary 1.

**Molly Kruger, 1.0 1<sup>st</sup> Grade Teacher at Gault Elementary.** Molly's educational background includes a BA in Psychology and an MA in Education from UC Santa Cruz. She holds a Clear Multiple Subject Teaching Credential and an English Learners Authorization. Molly has four years of teaching experience and her status is Temporary.

**Maya Lord, 1.0 TK/K Teacher at Westlake Elementary.** Maya's educational background includes a BA in Early Childhood Education from UC Santa Cruz. She holds a Clear Multiple Subject Teaching Credential and English Learners Authorization. Maya has five years of teaching experience and her status is Temporary.

**2022-2023 EXTRA WORK ASSIGNMENTS:**

**Mikaela Alexander**, ESY Special Day Class Teacher, Special Education, 5/26/23-7/15/23, not to exceed 120 hours

**Candace Aliberti**, ESY Home & Hospital Teacher, Special Education, 5/26/23-7/15/23, not to exceed 90 hours

**Ashley Boerner**, ESY Special Day Class Teacher, Special Education, 5/26/23-7/15/23, not to exceed 120 hours

**Kristina Cabrera**, ESY Lead Teacher, Special Education, 5/26/23-7/15/23, not to exceed 120 hours

**Alyssa Cardenas**, PBIS Intervention Meeting, DeLaveaga Elementary, 5/31/23-6/1/23, not to exceed 14 hours

**Amanda Conger**, PBIS Intervention Meeting, DeLaveaga Elementary, 5/31/23-6/1/23, not to exceed 14 hours

**Rachel Diaz**, Extra Summer Workability and Transition Partnership Project Hours, Workability, 5/16/23-6/30/23, not to exceed 60 hours

**Alyson Diebert**, Class Placements, Westlake Elementary, 5/16/23-6/15/23, not to exceed 2 hours

**Adriana Escarcega**, Assist with Enrichment Classes & Tutoring Support. Bay View Elementary, 4/16/23-5/15/23, not to exceed 13 hours

**David Ezroj**, PBIS Intervention Meeting, DeLaveaga Elementary, 5/31/23-6/1/23, not to exceed 14 hours

**John Feinstein**, Chess Enrichment Provider, Westlake Elementary, 5/16/23-6/15/23, not to exceed 3 hours

**Elizabeth Gentile**, Transitioning 504 Meetings, Santa Cruz High, 5/31/23-6/2/23, not to exceed 10 hours

**2022-2023 EXTRA WORK ASSIGNMENTS (continued):**

**Sara Hapner**, Class Placements, Westlake Elementary, 5/16/23-6/15/23, not to exceed 2 hours

**Jennifer James**, ESY Special Day Class Teacher, Special Education, 5/26/23-7/15/23, not to exceed 120 hours

**Martiza Jimenez**, PBIS Intervention Meeting, DeLaveaga Elementary, 5/31/23-6/1/23, not to exceed 14 hours

**Devon Linneman**, Extra Summer Workability and Transition Partnership Project Hours, Workability, 5/16/23-6/30/23, not to exceed 60 hours

**Joseph Leonard**, PBIS Intervention Meeting, DeLaveaga Elementary, 5/31/23-6/1/23, not to exceed 14 hours

**Alice Letona**, PBIS Intervention Meeting, DeLaveaga Elementary, 5/31/23-6/1/23, not to exceed 14 hours

**Rosa Martinez**, Summer School Social Worker, Learning & Achievement, 6/12/23-7/15/23, not to exceed 30 hours

**Melissa Menser**, ESY Preschool Special Day Class Teacher, Special Education, 5/26/23-7/15/23, not to exceed 120 hours

**Serena Palumbo**, Transitioning 504 Meetings, Santa Cruz High, 5/31/23-6/2/23, not to exceed 10 hours

**Torey Pratt**, ESY Special Day Class Teacher, Special Education, 5/26/23-7/15/23, not to exceed 120 hours

**Sarah Riccabona**, Class Placements, Westlake Elementary, 5/16/23-6/15/23, not to exceed 2 hours

**Miranda Stark**, Assist with Enrichment Classes & Tutoring Support. Bay View Elementary, 4/16/23-5/15/23, not to exceed 13 hours

**2022-2023 EXTRA WORK ASSIGNMENTS (continued):**

**Madison Strohauer**, ESY Special Day Class Teacher, Special Education, 5/26/23-7/15/23, not to exceed 120 hours

**Nicole Sutlik**, ESY Special Day Class Teacher, Special Education, 5/26/23-7/15/23, not to exceed 120 hours

**Jennifer Villarreal**, PBIS Intervention Meeting, DeLaveaga Elementary, 5/31/23-6/1/23, not to exceed 14 hours

**Dustin Wells**, Woodshop Clean Up & Prep for Next Year, Mission Hill Middle, 5/16/23-6/15/23, not to exceed 12 hours

**Lani White**, PBIS Intervention Meeting, DeLaveaga Elementary, 5/31/23-6/1/23, not to exceed 14 hours

**Megan White O'Hagan**, PBIS Intervention Meeting, DeLaveaga Elementary, 5/31/23-6/1/23, not to exceed 14 hours

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Classified Personnel Actions

**MEETING DATE:** June 14, 2023

**FROM:** Molly Parks, Asst. Superintendent, Human Resources

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the classified personnel actions as submitted.

**BACKGROUND:**

The attached lists of classified personnel actions are submitted in accordance with the District, SCCCE Agreement and the Merit Rules.

This work is in direct support of the following district goals and their corresponding metrics:

Goal #1: All SCCS students will be prepared to successfully access post-secondary college and career opportunities.

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social-emotional well-being of all students.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.

## CLASSIFIED EMPLOYEE ACTIONS

Reviewed by Director-Classified Personnel: *Keneé Houser 6/5/23*

### • Employment Actions Concerning Regular Assignments •

#### Probationary (New Hires or Temporary Employees Made Regular):

Delgado, Guadalupe Adriana, School Bus Driver - TR, 5 hrs/9 mos, effective 8/10/23

Olazo, Lizbeth, Parent/Community Support Coordinator - MHMS, 4.8 hrs/9 mos, effective 8/10/23

Olazo, Lizbeth, Program Coordinator-After School, 3.2 hrs/10 mos, effective 7/27/23

#### Lateral Move:

Berdan, Jory, from COVID 19 Compliance Manager - HR, 8 hrs/12 mos to Site Construction & Facility Liaison - M/O, 8 hrs/12 mos, effective 7/1/23

DeMarco, Roxana, from Paraeducator-Sped - WL, 5 hrs/9 mos, Yard Duty Monitor - WL, 1 hr/9 mos, and Paraeducator-After School - BV, 2 hrs/9 mos to Paraeducator-Academic Intervention - MHMS, 8 hrs/9 mos, effective 8/10/23

#### Promotion:

Manners, Wednesday, from Executive Assistant I - HR to Executive Assistant II - SPT, 8 hrs/12 mos, effective 5/25/23

#### Reinstate:

Ripley, Phipps, Paraeducator-Academic Intervention - BSS, 3.7 hrs/9 mos, effective 8/10/23

Retirement: None

#### Separation from Service:

Dooley, Jared, Presburger, Ailan - WL, Paraeducator-Academic Intervention, 3 hrs/9 mos and Yard Duty Monitor, .6 hrs/9 mos, effective 5/30/23

Geiger, Katrina, Paraeducator-Sped - WL, 5 hrs/9 mos, effective 5/30/23

Presburger, Ailan - WL, Paraeducator-Academic Intervention, 3 hrs/9 mos and Yard Duty Monitor, .6 hrs/9 mos, effective 5/30/23

### • Short Term (not to exceed 126 days)/Substitutes •

#### New Substitute and Short Term Employees:

Delgado, Guadalupe Adriana, School Bus Driver - TR, effective 6/13/23

#### Existing Substitute and Short Term Employees:

Casey, Patrick, School Bus Driver - TR, not to exceed 128 hrs, 4/16 - 6/15/23  
Flores, Elliott, Night Custodian - SHS, not to exceed 162 hrs, 4/16 - 6/30/23  
Flores, Elliott, Maintenance Specialist - M/O, not to exceed 75 hrs, 4/16 - 6/30/23  
Green, Lillian, Health Office Assistant - HHS, not to exceed 45 hrs, 5/17 - 6/30/23  
Kern, Kim, Paraeducator-After School - BV, not to exceed 5.5 hrs, 5/17 - 5/24/23  
Manako, Annie, Paraeducator-Academic Intervention - BV, not to exceed 25 hrs, 5/16 - 5/26/23  
Scruggs, Josephine, Paraeducator-Academic Intervention - L/A, not to exceed 59 hrs, 6/12 - 6/30/23

**Regular Employees (Extra Hours, Short Term Assignments, or Substitute Assignments):**

Auble, Sara, Paraeducator-Academic Intervention - L/A, not to exceed 59 hrs, 6/12 - 6/30/23  
Brewer, Deedee, Program Account Technician - FS, not to exceed 88 hrs, 6/16 - 6/30/23  
Carrillo, David, Campus Safety Supervisor - SHS, not to exceed 8 hrs, 5/26/23  
DeMarco, Roxana, Paraeducator-Academic Intervention - L/A, not to exceed 59 hrs, 6/12 - 6/30/23  
Forbes, Leticia, Paraeducator-Academic Intervention - L/A, not to exceed 53 hrs, 6/12 - 6/30/23  
Gaona, Mireya, ELPAC Proctor - SHS, not to exceed 10 hrs, 5/16 - 5/25/23  
Gould, Lyndsey, Theater Technician - HHS, not to exceed 8 hrs, 5/16 - 6/30/23  
Jimenez, Christopher, Paraeducator-Academic Intervention - L/A, not to exceed 53 hrs, 6/12 - 6/30/23  
Kier, Michelle, Paraeducator-Academic Intervention - L/A, not to exceed 59 hrs, 6/12 - 6/30/23  
Kirch, Karla, Paraeducator-Academic Intervention - L/A, not to exceed 53 hrs, 6/12 - 6/30/23  
Lopez, Areli, Paraeducator-Academic Intervention - L/A, not to exceed 59 hrs, 6/12 - 6/30/23  
Luis-Martinez, Citlali, Behavior Technician-PBIS - L/A, not to exceed 59 hrs, 6/12 - 6/30/23  
MacDonald, Kris, School Administrative Assistant IV - SCHS, not to exceed 40 hrs, 6/1 - 6/16/23  
Martinez, Ana, School Administrative Assistant III - SHS, not to exceed 20 hrs, 5/16 - 6/30/23  
Mendoza-Dumas, Night Custodian - M/O, not to exceed 4.5 hrs, 5/25/23  
Moreno, Eduardo, Campus Safety Supervisor - L/A, not to exceed 69 hrs, 6/12 - 6/30/23  
Moreno, Eduardo, Paraeducator-After School - GA, not to exceed 40 hrs, 5/16 - 6/15/23  
Perry, Theresa, Paraeducator-Academic Intervention - L/A, not to exceed 59 hrs, 6/12 - 6/30/23  
Pope, Katharine, Paraeducator-Academic Intervention - L/A, not to exceed 53 hrs, 6/12 - 6/30/23  
Robinson, Christopher, School Bus Driver - TR, not to exceed 50 hrs, 4/16 - 6/15/23  
Rodriguez, Stephanie, Program Assistant - L/A, not to exceed 115 hrs, 6/12 - 6/30/23  
Serna Castaneda, Jessica - L/A, not to exceed 115 hrs, 6/12 - 6/30/23



Smith, Jennifer, Registrar - SHS, not to exceed 40 hrs, 5/16 - 6/15/23

Torres Guillen, Reyna, Paraeducator-Academic Intervention - L/A, not to exceed 50 hrs, 6/12 - 6/30/23

Torres Guillen, Reyna, Program Assistant - L/A, not to exceed 115 hrs, 6/12 - 6/30/23

Voenell, Brian, Paraeducator-Academic Intervention - L/A, not to exceed 59 hrs, 6/12 - 6/30/23

Walls, April, School Administrative Assistant III - SHS, not to exceed 78 hrs, 4/16 - 6/15/23

Waters, Emma, Behavior Technician - PBIS - L/A, not to exceed 59 hrs, 6/12 - 6/30/23

**Retired (Short Term Assignments, or Substitute Assignments):**

Routh, Patricia, School Administrative Assistant III - SHS, not to exceed 8 hrs, 4/16 - 5/5/23

• **Eligibility Lists Established** •

Behavior Technician - PBIS

Occupational Therapist

Site Construction & Facility Liaison

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Edgenuity Annual Contract

**MEETING DATE:** June 14, 2023

**FROM:** Dorothy Coito, Assistant Superintendent of Educational Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the Edgenuity annual contract for a district license giving access to the full range of core content area courses.

**BACKGROUND:**

Edgenuity is an A-G approved, Common Core aligned digital curriculum for a wide range of content areas and courses. Edgenuity has comprehensive curriculum for grades 6-12. This curricular program has embedded pre-assessments, progress monitoring, and summative assessments.

Edgenuity is the curriculum Ark Independent Studies program has been using for the past two school years, ever since it was expanded to accommodate more students, including middle school students, to provide families with more education options. All Edgenuity courses available will be used to accommodate the wide range of middle and high school student needs.

Additionally, the district summer school credit recovery program and the three comprehensive high school Credit Recovery teachers use Edgenuity as the Credit Recovery curriculum to support students that fail a course to be able to recover these credits and still meet high school graduation requirements.

Based on Ark and Credit Recovery teacher feedback as well as student and parent feedback, the students using Edgenuity feel the curriculum is effective, high quality, and meeting student needs. Feedback on Edgenuity will be gathered by survey annually.

**FISCAL IMPACT:**

\$25,100 Secondary ESSER 3 (Restricted)

This dollar amount also includes 30 student licenses that give students additional access to Career Technical Education and other engaging electives like American Sign Language that do not come with the core content area site license.

**AGENDA ITEM: 9.4.1.1**

This work is in direct support of the following District goals and their corresponding metrics:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.



# Price Quote

8860 E. Chaparral Rd  
Suite 100  
Scottsdale, AZ 85250  
877-725-4257

**Date** 5/19/2023  
**Quote No.** 275666  
**Acct. No.** 03:sa:CA:12214901  
**Total** \$25,100.00  
**Pricing Expires** 7/31/2023

Business Department  
Accounts Payable  
Santa Cruz City Schools  
133 Mission Street, Suite 100  
Santa Cruz CA 95060

Payment Schedule	Contract Start	Contract End
Net 30	8/1/2023	7/31/2024

Site	Description	Comment	End Date	Qty
1. Ark Independent Studies	Digital Libraries 6-12 Comprehensive All Site License (MS and HS content for math, ELA, science, social studies, electives, AP, world languages, Virtual Tutors; excludes eDynamic Learning and Purpose Prep)		07/31/2024	1
	Edgenuity Academic Integrity Add-on - Includes Plagiarism Checker and Speed Radar		07/31/2024	1
	eDynamic District Pool Access		07/31/2024	1

Site	Description	Comment	End Date	Qty
1. Santa Cruz City Schools	EdgeEX Promotional Access – Available Fall 2023, access not to exceed 6/30/2024		06/30/2024	1
	Integration - Clever SSO (Provides user imports and SSO via only Clever. Does not include Course Enrollments.)		07/31/2024	1

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <https://www.imaginelearning.com/standard-terms-and-conditions>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Imagine Learning Representative**

Ferrari Garcia (He/Him)  
Account Executive - California  
559.767.0224 Mobile  
Ferrari.Garcia@imaginelearning.com

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to [AR@imaginelearning.com](mailto:AR@imaginelearning.com) or fax to 480-423-0213.



# Price Quote

8860 E. Chaparral Rd  
Suite 100  
Scottsdale, AZ 85250  
877-725-4257

**Date** 5/19/2023  
**Quote No.** 275666  
**Acct. No.** 03:sa:CA:12214901  
**Total** \$25,100.00  
**Pricing Expires** 7/31/2023

Site	Description	Comment	End Date	Qty
	Professional Development Webinar Training		07/31/2024	2
	eDynamic Electives Per Enrollment Per Semester (14 day drop/add grace period)		07/31/2024	30

**Subtotal** \$25,100.00  
**Total** \$25,100.00

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Consultant Services Agreement: Organized Binder

**MEETING DATE:** June 14, 2023

**FROM:** Dorothy Coito, Assistant Superintendent of Educational Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the Consultant Services Agreement for Organized Binder at Harbor High School.

**BACKGROUND:**

Organized Binder will continue to train Harbor High School teachers to help 9<sup>th</sup> grade students organize through the use of a common binder system in all of their core classes. This color-coded system is implemented by teachers to help students create predictable and dependable classroom routines. The program develops students' time and task management, study strategies and organizational skills. At least one follow-up session per semester will be scheduled to check in with the teachers implementing the Organized Binder system. This is an annual renewal and is part of the Harbor High School site plan.

**FISCAL IMPACT:**

\$5,500 Title I (Restricted)

This work is done in support of the following district goals and their corresponding metrics:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

Santa Cruz City Schools  
405 Old San Jose Road  
Soquel, CA 95073

REQUISITION #: \_\_\_\_\_

**REQUEST FOR CONSULTANT SERVICES AGREEMENT**

Submit to the responsible Assistant Superintendent at least two weeks before the Board meeting and prior to the Consultant beginning work.

Site: Harbor High School Principal/Director: Tracey Runeare

Describe Work to be Performed and District and Site Goals Supported: \_\_\_\_\_

Qualifications of Consultant: Organized Binder, Inc.

Name of Consultant: Mitch Weathers Tax I.D.# or SSN: 82-2875402  
(Vendor Data form to Purchasing)

Address: PO Box 161404 Telephone #: 415-341-5200

City/State/Zip: Sacramento, CA 95816 Email: billing@organizedbinder.com

Date(s) of Service: 2023-24 Academic School Year Time: \_\_\_\_\_

Number of Hours: \_\_\_\_\_ hours per day X \_\_\_\_\_ days = \_\_\_\_\_ total hours.

Hourly/Daily Rate (specify): \_\_\_\_\_ Meals: \_\_\_\_\_

Lodging: \_\_\_\_\_ Transportation: \_\_\_\_\_

TOTAL FEE TO BE PAID: 5500.00 Account #: \_\_\_\_\_

Write out meaning of account number: \_\_\_\_\_

Approval of Business Services verifying account: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature of Consultant:  Date: 05/23/2023

(NOTE: Consultant must submit invoice for payment upon completion of work)

  
Signature of Administrator Requesting Service

Date: May 23, 2023

Approval of Assistant Superintendent

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

**AB 1610, 1612, and 2102 COMPLIANCE** (consultants having more than limited contact with students require fingerprinting)

- Consultants **will be** on campus on a regular basis (more than once) while students are present
- Consultant **will not** be on campus on a regular basis while students are present (fingerprints not required).

Fingerprint Clearance date: \_\_\_\_\_ Approval of Human Resources: \_\_\_\_\_

\*\*\*\*\*

**PAYMENT AUTHORIZATION**  
(Submit for payment after Consultant completes work)

I hereby certify that the consultant has satisfactorily completed the services in accordance with the above Agreement and that payment is in order.

Signature of Administrator Requesting Payment

Date

Approval of Assistant Superintendent

Date

Board of Education Approval: \_\_\_\_\_  
(Required if over \$2500)

7/14/2016

**REQUEST FOR CONSULTANT SERVICES AGREEMENT**

Review guidelines of Board Policy - Consultant Services Agreements.

1. Statement of specific need and the goal of the Consultant's work (Refer to district/site goals and plans, unique needs of school, program or office which necessitates the services of a consultant).

Organized Binder connects to our Single Plan Goal or increasing student-ness and our goal of consistency and collaboration. Training will provide teachers and students with a clear and concise binder organization.

2. State efforts made to identify qualified staff available within the district to carry out the requested services.

We have looked to AVID teachers and other lead teachers to work with staff on binders. After hearing the Organized Binder presentation, teachers felt that bringing in this educator would do more than they could do to provide a common and consistent structure to the classroom and to student organization.

3. If this agreement is for staff development or for one-time services, state the site's plan to reduce or eliminate the need for this consultant's services in the future.

We continue to establish a leadership binder committee who will work with Organized Binder for the year in order to better implement the program. We hope that this will reduce the need for services in the coming years. We envision taking this project over completely in the future.

4. Statement of expected outcomes (Include specific student outcomes desired, benefits to district students and/or staff).

All freshmen students will have a common binder system in all of their core classes. Additionally, we will institute the binder process/organization. This will provide a common opening and closing to classes for students. It will also help to organize struggling students in a consistent fashion across all curriculum

5. Evaluation Process - How will you know the goal/outcomes have been met?

We will continue to survey students at the end of each school year to hear their impressions of the binder system. We will eventually be comparing D/F lists and test scores to the previous years before each implementation.



## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Read 180 Annual Subscription Renewal

**MEETING DATE:** June 14, 2023

**FROM:** Dorothy Coito, Assistant Superintendent of Educational Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the Houghton Mifflin Harcourt Read 180 license subscriptions for Mission Hill and Branciforte Middle Schools.

**BACKGROUND:**

Read 180 has been used as the middle school Tier 3 Reading Intervention Program for the past ten years, supporting students' academic literacy. The typical student in this program increases their reading level by two or three grades in just one school year. Read 180 supports both general education students and students with Individualized Education Plans who are reading two or more years below grade level.

Read 180 is the leading blended learning intervention program building reading comprehension, academic vocabulary, and writing skills for struggling students. By tapping into brain science and growth mindset, Read 180 provides a more personalized instructional approach accelerating achievement.

Teachers have easy access to real-time data and instructional planning, so every lesson can be easily adapted to meet student needs. The content is engaging and promotes student choice, helping readers make deeper connections that extend well beyond the classroom. Each student receives access to a student portal where they take assessments and then engage in reading comprehension and reading fluency lessons that are tailored to their unique needs.

**FISCAL IMPACT:**

\$11,830 ESSER 3 (Restricted)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

**AGENDA ITEM: 9.4.1.3**



# Houghton Mifflin Harcourt

**Proposal #008649099**

Prepared For

## **Branciforte Middle School**

315 Poplar Ave  
Santa Cruz CA 95062

**Attention:  
Julia Hodges**

For the Purchase of:

## **2023 Renewal**

TERM 8/2/23-8/1/24

Prepared By  
Gloria Bolden  
gloria.bolden@hnhco.com

**Please submit this proposal with your purchase order.**

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:

<http://www.hnhco.com/common/terms-conditions>

Send **Check Payments** to:  
Houghton Mifflin Harcourt Publishing Company  
14046 Collections Center Drive  
Chicago, IL 60693

Attention:  
Julia Hodges

Send **Orders** to:  
orders@hnhco.com  
FAX: 800-269-5232

**HMH Confidential and Proprietary**

**Proposal for  
Branciforte Middle School**

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
<b><u>Literacy Subscription- Read 180 Universal--Subscription Services</u></b>					
<b>Read 180 Stage B / System 44 Secondary</b>					
<b>Student Subscription Packages 1 Yr</b>					
6003185 9781328028464	READ 180 Universal Stage B/ System 44 Secondary Literacy License Digital Student Subscription Package, 1 Year Includes Literacy Intervention License (R180U Stage B / S44 Secondary), Reading Inventory, and Phonics Inventory student software subscription for 1 student. Software to be hosted by HMH.	\$169.00	30	\$5,070.00	
<b>Teacher License 1 Yr</b>					
9781328019936	Literacy Intervention License (R180 U Stage B / S44 Secondary) TeacherSubscription	\$299.00			3
<b>Total for Read 180 Stage B / System 44 Secondary</b>		<b>\$5,070.00</b>			
<b><u>Total for Literacy Subscription- Read 180 Universal--Subscription Services</u></b>		<b>\$5,070.00</b>			

TERM 8/2/23-8/1/24

<b>Total Savings:</b>	<b>\$897.00</b>
<b>Subtotal Purchase Amount:</b>	<b>\$5,070.00</b>
<b>Shipping &amp; Handling:</b>	<b>\$0.00</b>
<b>Sales Tax:</b>	<b>\$0.00</b>
<b>Total Cost of Proposal (PO Amount):</b>	<b>\$5,070.00</b>

Send **Check Payments** to:  
Houghton Mifflin Harcourt Publishing Company  
14046 Collections Center Drive  
Chicago, IL 60693

Attention:  
Julia Hodges

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FAX: 800-269-5232

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**Total Cost of Proposal (PO Amount): \$5,070.00**

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  - Point of Contact for Print materials
  - Point of Contact for Digital materials
  - Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.
 

<b>Ship to:</b> Branciforte Middle School 315 Poplar Ave Santa Cruz, CA 95062-1131	<b>Sold to:</b> Santa Cruz City School District 133 Mission St Ste 100 Santa Cruz, CA 95060-3747
---	---
- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Destination.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

**Date of Proposal: 3/15/2023**

**Proposal Expiration Date: 4/29/2023**



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008649099 Sold:0000328615 Ship:0000240246

Page 3 of 3

**Please submit this form with your purchase order**



# Houghton Mifflin Harcourt

**Proposal #008649065**

Prepared For

## **Mission Hill Middle School**

425 King St  
Santa Cruz CA 95060

**Attention:  
Julia Hodges**

For the Purchase of:

## **2023 Renewal**

TERM 8/2/23-8/1/24

Prepared By  
Gloria Bolden  
gloria.bolden@hnhco.com

**Please submit this proposal with your purchase order.**

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:

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Attention:  
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FAX: 800-269-5232

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Proposal for  
Mission Hill Middle School

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
<b><u>Literacy Subscription- Read 180 Universal--Subscription Services</u></b>					
<b>Read 180 Stage B / System 44 Secondary</b>					
<b>Student Subscription Packages 1 Yr</b>					
6003185 9781328028464	READ 180 Universal Stage B/ System 44 Secondary Literacy License Digital Student Subscription Package, 1 Year Includes Literacy Intervention License (R180U Stage B / S44 Secondary), Reading Inventory, and Phonics Inventory student software subscription for 1 student. Software to be hosted by HMH.	\$169.00	40	\$6,760.00	
<b>Teacher License 1 Yr</b>					
9781328019936	Literacy Intervention License (R180 U Stage B / S44 Secondary) TeacherSubscription	\$299.00			3
<b>Total for Read 180 Stage B / System 44 Secondary</b>		<b>\$6,760.00</b>			
<b><u>Total for Literacy Subscription- Read 180 Universal--Subscription Services</u></b>		<b>\$6,760.00</b>			

TERM 8/2/23-8/1/24

<b>Total Savings:</b>	<b>\$897.00</b>
<b>Subtotal Purchase Amount:</b>	<b>\$6,760.00</b>
<b>Shipping &amp; Handling:</b>	<b>\$0.00</b>
<b>Sales Tax:</b>	<b>\$0.00</b>
<b>Total Cost of Proposal (PO Amount):</b>	<b>\$6,760.00</b>

Send **Check Payments** to:  
Houghton Mifflin Harcourt Publishing Company  
14046 Collections Center Drive  
Chicago, IL 60693

Attention:  
Julia Hodges

Send **Orders** to:  
orders@hnhco.com  
FAX: 800-269-5232

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**Total Cost of Proposal (PO Amount): \$6,760.00**

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- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  - o Point of Contact for Print materials
  - o Point of Contact for Digital materials
  - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.
 

<b>Ship to:</b> Mission Hill Middle School 425 King St Santa Cruz, CA 95060-3411	<b>Sold to:</b> Santa Cruz City School District 133 Mission St Ste 100 Santa Cruz, CA 95060-3747
---	---
- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Destination.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

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Date of Proposal: 3/15/2023

Proposal Expiration Date: 4/29/2023



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008649065 Sold:0000328615 Ship:0000240265

Page 3 of 3

Please submit this form with your purchase order

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Achieve3000 Annual Contract Renewal

**MEETING DATE:** June 14, 2023

**FROM:** Dorothy Coito, Assistant Superintendent of Educational Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the Achieve3000 reading intervention curriculum contract.

**BACKGROUND:**

Achieve 3000 is a reading intervention supplemental curriculum that supports general education students, students with Individualized Education Plans, and includes additional support for English Learners. It is a research-based reading curriculum that delivers a comprehensive suite of digital solutions that significantly accelerates literacy growth and deepens learning across all content areas. Achieve3000 allows teachers to personalize lessons and differentiate learning to meet specific student needs. The curriculum is used to support students to make the growth needed to be academically successful. Students who use Achieve 3000 are typically two or more grade levels below in reading.

Schools use Achieve3000 with their English Learners and students in their Special Education program. In addition to the licenses, Achieve3000 includes a 90-minute virtual professional development session and ongoing customer support.

**FISCAL IMPACT:**

\$10,725.20 LCFF Base (Unrestricted)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

**AGENDA ITEM: 9.4.1.4**





**Quote ID:** Q-97350  
**Contract Period:** 08/01/2023 - 06/30/2024  
**22-23 License Expiration Date:** 06/30/2023

**Quote Date:** 05/04/2023  
**Valid Until:** 07/31/2023

**Client Information**

Account Name	
Santa Cruz City School District	
Address	Client
133 Mission St Ste 100 Santa Cruz, CA 95060-3747 Phone: (831)429-3410	Kristen Cameron Email: <a href="mailto:kcameron@sccs.net">kcameron@sccs.net</a> Phone: (831)429-3410

Achieve3000, a McGraw Hill company, is pleased to continue partnering with you to accelerate your students' growth throughout the school year. Your custom quote includes the solutions listed below. You can explore all of our research-based solutions by visiting [www.achieve3000.com](http://www.achieve3000.com).

Participating Schools	Total Licenses Purchased	
	Program	23-24
Branciforte Middle School	Boost	50
Mission Hill Middle School	Boost	40
Santa Cruz High School	Boost	30
Soquel High School	Boost	30

<b>Product</b>	<b>Cost</b>	<b>Qty</b>	<b>Total</b>
Achieve3000 Site Setup Fee - Annual fee per school for deployment and ongoing support, including rostering, integrations, and customer support. <i>(SITE-SETUP)</i>	\$290.00 per site	4	\$1,160.00
Online Professional Learning Services: (1) 90-Minute Virtual Classroom Session for up to 25 attendees <i>(OPDI)</i>	\$966.60 per session	2	\$1,933.20
Achieve3000's Literacy with Boost for Intervention. English Language Learning, and Spanish Literacy. Per Student Pricing. <i>(BOOST-STDT)</i>	\$50.88 per student	150	\$7,632.00
Subtotal			\$10,725.20
<b>Order Total</b>			<b>\$10,725.20</b>

**NOTE:** This quote is for 23-24 SY. It includes 50 Literacy subscriptions for Branciforte Middle School, 40 Literacy subscriptions for Mission Hill Middle School, 30 Literacy subscriptions for Santa Cruz High School, 30 Literacy subscriptions for Soquel High School, and (2) 1-day of a 90-minute Virtual Literacy Professional Development.

*See Next Page for Quote Acceptance*



**Acceptance for Quote ID Q-97350: \$10,725.20**

Santa Cruz City School District

Achieve3000

*Account Name*

*Signature*

*Signature*

*Name / Title*

*Name / Title*

*Date*

*Date*

The Complete Signed Quote and Purchase Orders can be sent to:

Email: [orders@achieve3000.com](mailto:orders@achieve3000.com)

Fax: (316) 221-0718

Mailing Address:

331 Newman Springs Road, Suite 304

Red Bank, NJ 07701

*We recommend email or fax for the fastest processing.*

For questions, please contact Akemi Hayashi at (818) 355-9637 or [akemi.hayashi@mheducation.com](mailto:akemi.hayashi@mheducation.com).

This quote is governed by and subject to the Achieve3000 terms and conditions at <https://achieve3000.com/who-we-are/about-us/terms-of-service/>. By signing this quote, you are agreeing to such terms and conditions.

Please note that if you have an upcoming renewal of ALEKS, that will be sent over in a separate quote. To explore more renewal options, such as a multi-year quote with LOCKED-IN PRICING for three full years, please contact your Customer Advocacy Manager for an adjusted quote.

**About Achieve3000®**

Achieve3000, a McGraw Hill company, delivers a comprehensive learning platform that significantly accelerates and deepens learning in literacy, math, science, social studies, and ELA. Using personalized and differentiated solutions, Achieve3000 enables educators to help all students achieve accelerated growth. For more than five million students in grades PreK-12, Achieve3000 improves high-stakes test performance and drives college and career readiness.

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Solution Tree Contract

**MEETING DATE:** June 14, 2023

**FROM:** Dorothy Coito, Assistant Superintendent of Educational Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the Solution Tree Purchase Agreement for the 2023-24 school year.

**BACKGROUND:**

Solution Tree will provide onsite professional learning to the Santa Cruz Instructional Leadership Members (SCIL Team) on July 31, 2023. This professional learning day-long training will give educators focused and goals-oriented training on leading effective Professional Learning Communities (PLCs), which is a research-based practice that will lead to stronger schools and higher student achievement in Santa Cruz City Schools.

It is much more cost effective to bring this professional development to our district rather than sending teachers to a summer Professional Learning Community Institute. This professional development is part of the District's Covid Resource plan and budget.

**FISCAL IMPACT:**

\$23,207.40 ESSER 3 (Restricted)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.



## Solution Tree, Inc. Purchase Agreement

Effective May 22, 2023, Solution Tree, Inc. (“Solution Tree”) located at 555 N. Morton St., Bloomington, IN 47404 and Santa Cruz City HSD (“Customer”) located at 133 Mission St Santa Cruz, CA US 95060 agree as follows:

- 1. Summary of Products and Services:** Customer will purchase the following Solution Tree products and services (“Products”). Additional Products may be added in a mutually agreed upon written Addendum.

Products and Services	Total
Onsite Professional Development	\$19,500.00
Resources, including shipping and handling	\$ 3,707.40
<b>Total</b>	<b>\$23,207.40</b>

- 2. Payment Terms:** Customer will provide Solution Tree with a purchase order made out to Solution Tree, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement upon execution of this Agreement (the “Purchase Order Due Date”). A non-refundable deposit of 20% of the total amount due will be invoiced upon execution of this Agreement. The total includes any travel, lodging, and incidental expenses incurred by Solution Tree. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a finance charge of 1.5% monthly. Solution Tree will invoice Customer off of the purchase order based on the following schedule:

Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	\$ 3,900.00	Upon execution of Agreement
Resources	\$ 3,707.40	Upon execution of Agreement
Onsite Professional Development	\$15,600.00	July 31, 2023

### 3. Onsite Professional Development

- 3.1. Description of Services:** Solution Tree agrees to provide a speaker, Charlie Coleman (“Associate”), David Jones (“Associate”), and Sarah Schuhl (“Associate”) to disseminate information for Customer on the topic of *PLC at Work*® on July 31, 2023.
- 3.2. Presentation Materials:** Customer will reproduce any handouts and other print materials related to the services and will notify the Associate directly of any deadlines for reproduction.
- 3.3. Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment, and technical support for all sessions.



4. **Resources:** Customer will purchase the following resources. Solution Tree will ship all resources after an invoice has been generated. Solution Tree will not ship any resources without a purchase order or full payment.

Title	Quantity	Price	Total
Learning By Doing	120	\$28.77*	\$3,452.40*
Shipping and handling	--	--	\$ 255.00
*Price denotes 40% quantity discount			
<b>Resources Total</b>			<b>\$3,707.40</b>

## 5. General Terms

**5.1. Intellectual Property:** Customer acknowledges that Solution Tree or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement and that no materials will be developed specifically for Customer. Solution Tree will retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated reproducible without the express written permission of Solution Tree. All audio, video, and digital recording of the services by Customer is prohibited.

**5.2. Force Majeure:** If an event beyond the parties' control makes performance impossible, illegal, or commercially impracticable (a "Force Majeure Event"), the parties will proceed as follows:

- a. If a Force Majeure Event prevents services from occurring onsite, the parties will arrange for the affected services to be delivered virtually on the scheduled dates.
- b. If a Force Majeure Event prevents services from occurring as scheduled, the parties will use best efforts to reschedule or make substitutions for affected services or products.
- c. If a Force Majeure Event prevents performance entirely, neither party will have any further liability to the other party for the prevented performance.
- d. All obligations unaffected by a Force Majeure Event will remain in place.

**5.3. Termination:** Solution Tree may terminate this Agreement if Solution Tree has not received a purchase order by the Purchase Order Due Date.

- a. **Onsite Professional Development:** If Customer cancels any Onsite Professional Development Services within 90 days of the scheduled date for any reason but Force Majeure, Customer will reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit. If events beyond the parties' control make performance on the scheduled dates impossible, the parties will make a good faith effort to reschedule the Onsite Professional Development Services.
- b. **Resource Returns and Refunds:** Resource returns and refunds will be handled by the Return Policy outlines at <https://www.solutiontree.com/customer-service/product-orders>.



**5.4. Entire Agreement:** This Agreement and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

This Agreement is acknowledged and accepted by Customer and Solution Tree:

_____	_____
Kris Munro	Date
Superintendent	
Santa Cruz City HSD	
_____	_____
	Date

Solution Tree, Inc.



**Exhibit XX**

**Technical Requirements for an Interactive Web Conference (IWC)**

*If any of the requirements below are not available, please contact your PD Representative immediately.*

<b>SYSTEM REQUIREMENTS</b>	<b>PC/Windows</b>	<b>Macintosh</b>
	<ul style="list-style-type: none"> <li>• Windows 2003 Server, Windows XP, Windows Vista, Windows 7 or above</li> <li>• Internet Explorer 8 or above, OR Firefox 4 or above, OR Chrome 5 or above</li> <li>• Intel or AMD processor (2.4 GHz or More)</li> <li>• At least 2 GB RAM</li> <li>• 700 Kbps or more for simultaneous screen sharing, video, and audio conferencing</li> </ul>	<ul style="list-style-type: none"> <li>• Mac OS X 10.6 or above</li> <li>• Safari 3 or above, OR Firefox 4 or above, OR Chrome 5 or above</li> <li>• 2.4 GHz Intel processor (Core 2 Duo)</li> <li>• At least 1 GB RAM</li> <li>• 700 Kbps or more for simultaneous screen sharing, video and audio conferencing</li> </ul>
<b>VIDEO/AUDIO REQUIREMENTS</b>	<ul style="list-style-type: none"> <li>• A sound card installed in your computer</li> <li>• Microphone and speakers connected to your computer or a telephone with conference-call capabilities</li> <li>• Web camera at one viewing site</li> </ul>	
<b>SITE REQUIREMENTS</b>	<ul style="list-style-type: none"> <li>• Hard line Internet connection</li> <li>• Projector, monitor, or whiteboard to view the IWC session</li> <li>• Suggested: Tech contact in attendance and available for troubleshooting at time of web conference</li> </ul>	



## **SANTA CRUZ CITY SCHOOL DISTRICT**

**AGENDA ITEM:** Your Future is Our Business Annual Contract Renewal

**MEETING DATE:** June 14, 2023

**FROM:** Dorothy Coito, Assistant Superintendent of Educational Services

**THROUGH:** Kris Munro, Superintendent

### **RECOMMENDATION:**

Approve the annual contract with Your Future is Our Business for 2023-24 as part of the Career Technical Education Incentive Grant requirement.

### **BACKGROUND:**

Your Future is Our Business is a local non-profit formed in 1993 by the Santa Cruz Chamber of Commerce education committee. Their mission is to provide every Santa Cruz County student with opportunities to discover a fulfilling and successful career. To do this, they bring schools and businesses together to support students in becoming Santa Cruz County's next generation of workers.

Santa Cruz City Schools currently receives support from Your Future is Our Business in many ways. The Advancement Via Individual Determination (AVID) program receives support in bringing career speakers to each of Santa Cruz City Schools secondary campuses. They provide support in the organization and planning for the 11<sup>th</sup> grade Career Expo held at each high school.

Santa Cruz City Schools also receives support from Your Future is Our Business to implement portions of the Santa Cruz City Schools three-year Career and Technical Education Plan. Specifically, Your Future is Our Business supports Santa Cruz City Schools in the following ways:

- Formalize industry partnerships for every Career and Technical Education pathway available with Santa Cruz City Schools
- Prepare and plan for the Career and Technical Education Advisory Committee meetings
- Provide coaching and support to Career and Technical Education counselors and teachers on special assignment
- Implement a Career Technical Student Organization, a federal requirement for districts with Career and Technical Education programs

**AGENDA ITEM: 9.4.1.6**

In the 2022-23 school year SCCS had more than 1,300 high school students enrolled in Career and Technical Education courses at the three comprehensive high schools and Costanoa. This is almost one half of the high school students in Santa Cruz City Schools, which means Your Future is Our Business supports the refinement of one of the district’s biggest programs—one that is directly aimed at meeting Santa Cruz City Schools district goal #1: Ensuring every student is prepared to successfully access post-secondary college and career opportunities.

**Evaluation Criteria**

Santa Cruz City Schools uses two different Career and Technical Education self-assessment tools provided by the California Department of Education. The first is called “The 12 Elements of a High-Quality Career and Technical Education Program” and the other is a rubric based on these twelve elements of a high-quality Career and Technical Education program. These assessments give the district a tool to measure the progress and growth of its Career and Technical Education programs. As the services Your Future is Our Business are in direct alignment and support of the Santa Cruz City Schools Career and Technical Education three-year plan, Santa Cruz City Schools should see specific improvements in three of the twelve Elements of a High-Quality Career and Technical Education Program.

**FISCAL IMPACT:**

\$27,819 Career and Technical Education Incentive Grant 2023-24 (Restricted)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

# YOUR FUTURE IS OUR BUSINESS

399 Encinal Street, Santa Cruz, CA 95060  
[Yourfutureisourbusiness@gmail.com](mailto:Yourfutureisourbusiness@gmail.com) YFIOB.org

**Date:** May 31, 2023

**To:**  
Santa Cruz City Schools  
Julia Hodges

**From:**  
Your Future Is Our Business  
399 Encinal Street  
Santa Cruz, CA 95060

## Description of Services

Santa Cruz City Schools  
2023-2024

### STATEMENT OF PURPOSE

Your Future Is Our Business will provide sustainable career activities for students and work with administrators and educators to develop systems that support those activities to advance the implementation of the CTE pathways as well as enhance the success of students in Santa Cruz City Schools District for the 2023-2024 school year. YFIOB will provide opportunities for CTE students to compete at a local level (e.g., The YFIOB Luncheon competition) along with additional work based learning activities as noted in direct services.

### Direct Services to Students

#### Work Based Learning Activities for Students:

- **Career Panels:** YFIOB to reach out to each CTE teacher to organize career panels for each CTE section taught. Panels consist of 3-5 industry professionals directly related to subject of class. Background information on professionals provided to teacher, TOSA, and counselor a minimum of one week prior to the visit. (59 sections) - \$10,025.00  
(\$8,496.00 plus 18% overhead)
- **College and Career Expos (High Schools): Partnership and support for organizing College and Career Expo events at Santa Cruz High School, Soquel High School, Harbor High School and Costanoa High School.** Students will have the opportunity to visit 10-20 professional/organization exhibitors to learn more about the career/career field that they are interested in. Exhibitors answer students' questions and provide information on how to get started in that career or career field. College representatives (Cabrillo, UCSC, CSUMB) also are present to provide support and direction for students interested in further exploring certain career fields or topics. (3 high schools and Costanoa) - \$1,510.00  
(\$1,280.00 plus 18% overhead)

**Provide, at teacher, counselor or TOSA request.**

- *Informational Interviews*
- *Job Shadow*
- *Work Place Tours*
- *Career Speaker*

- \$590.00  
(\$500.00 plus 18% overhead)

**INDIRECT SERVICES TO STUDENTS**

**Mary Gaukel**

- Will support in planning for the district CTE Advisory
- Support and coach Sheri Williams, CTE Counselor, with weekly meetings
- Support Jenny Angelacos, CTE TOSA, with meetings every other week
- Support in organizing a districtwide advisory meeting for teachers to meet with their industry partners to get feedback on their course curriculum
- Communicate and partner with YFIOB to provide industry partners as needed
- Communicate and partner with YFIOB to support in getting industry &/or community members, matched to CTE pathways, into CTE classrooms to support with the final Portfolio presentations and/or conduct mock interviews during Career Readiness Competition
- Include a CTE teacher in the competition planning committees
- Assist in organizing CTSO structure and competition opportunities, in addition to portfolios, to showcase CTE coursework with the outcome of increased opportunities for students to showcase and demonstrate learning from their CTE coursework.
- Communicate and support YFIOB to get 100% matched Industry Partners for judging Career Readiness Competition.

- \$9,440.00  
(\$8,000.00 plus 18% overhead)

**Support SCCS in providing competition opportunities:**

- YFIOB will provide funding (\$3,800) for students winning district Career Readiness Competition
- YFIOB will provide funding (\$1,500) for CTSO portfolio showcase competitions

- \$6,254.00  
(\$5,300.00 plus 18% overhead)

**\$27,819.00**

**Total YFIOB Services for Outlined Initiatives: \$27,819.00**

**Payments will be based on services provided.**

**Payment for services not provided will be deducted from final payment.**

**Invoices will be submitted:**

**October 30th, 2022 \$9,000**

**December 31st, 2022 \$9,000**

**March 31st, 2023 \$9,819 (depending on services)**

**Signature/Date**

---

Yvette Brooks, YFIOB Executive Director

---

Date

**Signature/Date**

---

Kris Munro, Santa Cruz City Schools

---

Date

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Consultant Services Agreement: University of California Santa Cruz, MESA Program

**MEETING DATE:** June 14, 2023

**FROM:** Dorothy Coito, Assistant Superintendent of Educational Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the Consultant Services Agreement for the University of California Santa Cruz MESA Program at Harbor High School.

**BACKGROUND:**

The MESA Program (Math, Engineering, Science Achievement) at University of California, Santa Cruz will provide Harbor High School students with the opportunity to pursue and succeed in post-secondary education. MESA is a nationally recognized program, known for its innovation and effective development of academic programs. Since 1970, MESA has helped students become scientists, mathematicians, and engineers. The University of California Santa Cruz Educational Partnership Center partners with high schools that serve a high population of low-income students and English Learners.

In partnership with the MESA Program at University of California Santa Cruz, Harbor High students will have the opportunity to connect with like-minded students, visit college campuses, and broaden their exposure to career choices in their field of interest. University of California, Santa Cruz will provide counselors, guest speakers, and other resource personnel to visit classes and expose students to a variety of careers. Data will be collected along with the University of California Santa Cruz Educational Partnership Center to assess, plan, and evaluate the effectiveness of the program.

**FISCAL IMPACT:**

\$5,000 Title I (Restricted)

This work is done in support of the following district goals and their corresponding metrics:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

**AGENDA ITEM: 9.4.1.7**

Santa Cruz City Schools  
405 Old San Jose Road  
Soquel, CA 95073

REQUISITION #: \_\_\_\_\_

**REQUEST FOR CONSULTANT SERVICES AGREEMENT**

Submit to the responsible Assistant Superintendent at least two weeks before the Board meeting and prior to the Consultant beginning work.

Site: Harbor High School Principal/Director: Tracey Runeare

Describe Work to be Performed and District and Site Goals Supported: \_\_\_\_\_

Qualifications of Consultant: Nutan Mellegers, Sr Contract/Grants Officer nutan@ucsc.edu // Mesa Program - Ana Rodarte

Name of Consultant: The Regents of the University of California Tax I.D.# or SSN: 94-153-9563  
(Vendor Data form to Purchasing)

Address: 1156 High Street Telephone #: 831-459-2639

City/State/Zip: Santa Cruz, CA 95064 Email: ankhmdnz@ucsc.edu

Date(s) of Service: 8/10/23 to 6/31/24 Time: \_\_\_\_\_

Number of Hours: \_\_\_\_\_ hours per day X \_\_\_\_\_ days = \_\_\_\_\_ total hours.

Hourly/Daily Rate (specify): \_\_\_\_\_ Meals: \_\_\_\_\_

Lodging: \_\_\_\_\_ Transportation: \_\_\_\_\_

TOTAL FEE TO BE PAID: 5,000.00 Account #: 01-3010-0-1110-1000-5800-533-0000

Write out meaning of account number: Title I  
Goal 2.4 A

Approval of Business Services verifying account: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature of Consultant: \_\_\_\_\_



*Nutan Mellegers*

Date: May 25, 2023

(NOTE: Consultant must submit invoice for payment upon completion of work)

*Tracey Runeare*  
Signature of Administrator Requesting Service

\_\_\_\_\_  
Approval of Assistant Superintendent

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

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

**AB 1610, 1612, and 2102 COMPLIANCE** (consultants having more than limited contact with students require fingerprinting)

- Consultants **will be** on campus on a regular basis (more than once) while students are present
- Consultant **will not be** on campus on a regular basis while students are present (fingerprints not required).

Fingerprint Clearance date: \_\_\_\_\_ Approval of Human Resources: \_\_\_\_\_

\*\*\*\*\*

**PAYMENT AUTHORIZATION**  
(Submit for payment after Consultant completes work)

I hereby certify that the consultant has satisfactorily completed the services in accordance with the above Agreement and that payment is in order.

\_\_\_\_\_  
Signature of Administrator Requesting Payment

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approval of Assistant Superintendent

\_\_\_\_\_  
Date

Board of Education Approval: \_\_\_\_\_  
(Required if over \$2500)

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Nonpublic Agency: ACES 2020, LLC

**MEETING DATE:** June 14, 2023

**FROM:** Dorothy Coito, Assistant Superintendent of Educational Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the attached Nonpublic Agency contract for new and continuing services through the 2023-2024 regular school year. *Due to the confidentiality regulations that protect the identity of students with disabilities, the student names have been omitted.*

**BACKGROUND:**

This contract renewal for ACES 2020, LLC, will continue to provide Intensive Individualized Instruction and/or Behavior Intervention Services to four students requiring such services as per their Individualized Education Plans in Santa Cruz City Schools.

Service period: July 1, 2023 - June 30, 2024.

**FISCAL IMPACT:**

Not to exceed \$356,546.25 Special Education (Restricted)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

*Prepared by Stacy O'Farrell, Director of Special Education*



*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

**2023-2024**



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2023-2024

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: NORTH SANTA CRUZ COUNTY SELPA

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NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract (or “Contract”) is entered into on July 1, 2023, between NORTH SANTA CRUZ COUNTY SELPA, hereinafter referred to as the local educational agency (“LEA”), a member of the NORTH SANTA CRUZ COUNTY SELPA and ACES 2020, LLC (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

**2. CERTIFICATION AND LICENSES**

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

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

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

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

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

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

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

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

The term of this Master Contract shall be from July 1, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30<sup>th</sup>, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

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

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

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

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

## **6. INDIVIDUAL SERVICE AGREEMENT ("ISA")**

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

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

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

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

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

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

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



- iv. a surrogate parent,
- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

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

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

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

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

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

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

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

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

**10. SEVERABILITY CLAUSE**

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

**11. SUCCESSORS IN INTEREST**

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

**12. VENUE AND GOVERNING LAW**

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

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

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

**14. TERMINATION**

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. **INSURANCE**

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

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

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

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

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

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

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

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

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

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by

CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:  
  
\$3,000,000 per occurrence  
\$6,000,000 in General Aggregate.  
  
The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

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

## **16. INDEMNIFICATION AND HOLD HARMLESS**

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

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

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

## **17. INDEPENDENT CONTRACTOR**

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

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

## **18. SUBCONTRACTING**

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

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

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

## **19. CONFLICTS OF INTEREST**

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

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

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

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

## **20. NON-DISCRIMINATION**

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

## **EDUCATIONAL PROGRAM**

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

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

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

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

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

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

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive;

and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA’s diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA’s graduation requirements.

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

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

### **23. INSTRUCTIONAL MINUTES**

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

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

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

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

### **24. CLASS SIZE**

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a



ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

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

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

## **25. CALENDARS**

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

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

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

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

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

## **26. DATA REPORTING**

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

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

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

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

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

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

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

## **28. STATEWIDE ACHIEVEMENT TESTING**

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

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

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

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

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

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

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

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

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

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

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

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

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

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

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

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

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

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

mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

### **31. STUDENT DISCIPLINE**

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

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

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

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

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

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

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In

the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

### **33. SURROGATE PARENTS AND FOSTER YOUTH**

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

### **34. DUE PROCESS PROCEEDINGS**

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

### **35. COMPLAINT PROCEDURES**

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

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

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

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data

sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

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

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

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

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

### **37. TRANSCRIPTS**

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

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

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

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

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

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including

student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

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

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

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

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

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

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

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

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

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



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

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

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

#### **43. MONITORING**

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

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

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

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

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

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

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

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

## **PERSONNEL**

### **44. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

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

### **45. STAFF QUALIFICATIONS**

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

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

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in

education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)).

CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

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

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

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

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

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

#### **47. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to

the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

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

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

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

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

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

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

### **HEALTH AND SAFETY MANDATES**

#### **49. HEALTH AND SAFETY**

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

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

**50. FACILITIES AND FACILITIES MODIFICATIONS**

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

**51. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**52. INCIDENT/ACCIDENT REPORTING**

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

**53. CHILD ABUSE REPORTING**

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

**54. SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

## **55. REPORTING OF MISSING CHILDREN**

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

## **FINANCIAL**

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

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

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

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

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

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

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

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in

California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

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

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

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

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

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

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

unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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

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

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

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

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

## **59. PAYMENT FOR ABSENCES**

### NONPUBLIC SCHOOL STAFF ABSENCE

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

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

### NONPUBLIC SCHOOL STUDENT ABSENCE

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



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

#### NONPUBLIC AGENCY STAFF ABSENCE

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

#### NONPUBLIC AGENCY STUDENT ABSENCE

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

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

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

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

## **61. INSPECTION AND AUDIT**

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

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

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

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

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

## **62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

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

**63. DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

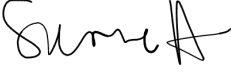
The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1<sup>st</sup> day of July, 3and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided herein.

**CONTRACTOR**

**LEA**

ACES 2020, LLC  
Nonpublic School/Agency

NORTH SANTA CRUZ COUNTY SELPA  
LEA Name

By:  04 / 20 / 2023  
 Signature Date

By:  04 / 20 / 2023  
 Signature Date

Sienna Archibek, CCSOO  
Name and Title of Authorized Representative

Jessica Little, Sr. SELPA Director  
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

<b>Name and Title</b> ACES 2020, LLC	<b>Name and Title</b> Jessica Little, Sr. SELPA Director
<b>Nonpublic School/Agency/Related Service Provider</b> ACES 2020, LLC	<b>LEA</b> NORTH SANTA CRUZ COUNTY SELPA
<b>Address</b> PO Box 33568, San Diego CA 92163	<b>Address</b> 400 Encinal Street
<b>City State Zip</b> 18552237123	<b>City State Zip</b> Santa Cruz CA 95060
<b>Phone Fax</b> jjacobs@acesaba.com	<b>Phone Fax</b> 831-466-5700
<b>Email</b> sarchibek@acesaba.com	<b>Email</b> jlittle@santacruzcoe.org

**Additional LEA Notification  
 (Required if completed)**

**Name and Title**

---

**Address**

---

**City State Zip**

---

**Phone Fax**

---

**Email**

---

**Exhibit A**  
**ACES' Rate Schedule**  
*(eff. July 2023)*

**Base Rate Model:**

ABA Services - Individual	Provider Type	Rate
ABA Assessment(s)	Supervisor - BCBA	\$150.00/hr
Behavior Intervention Development Services (BID)	Supervisor - BCBA	\$150.00/hr
Behavior Intervention Development Services (BID)	Supervisor - MA	\$132.50/hr
Behavior Intervention Implementation (BII)	Behavioral Interventionist - MA	\$132.50/hr
	Behavioral Interventionist	\$65.00/hr

Speech & Occupational Therapy Services	Provider Type	Rate
Speech Therapy (ST) Services	Speech-Language Pathologist (SLP)	\$150.00/hour*
Occupational Therapy (OT) Services	Occupational Therapist (OTR/L)	\$150.00/hour*

**Referral Rate Model:**

Student Count	BCBA Rate per hour	Supervision Rate per hour	Direct Service per hour
1 - 10 Students	\$150.00	\$132.50	\$65.00
11 - 15 Students	\$144.00	\$127.20	\$62.40
16 - 20 Students	\$141.00	\$124.55	\$61.10
21 - 25 Students	\$138.00	\$121.90	\$59.80
26 - 30 Students	\$135.00	\$119.25	\$58.50
30 - 35 Students	\$132.00	\$116.60	\$57.20
35 - 40 Students	\$129.00	\$113.95	\$55.90
41 - 45 Students	\$126.00	\$111.30	\$54.60
46 - 50 Students	\$123.00	\$108.65	\$53.30
Over 50 Students	\$120.00	\$106.00	\$52.00

**Notes:**

1. Rates are based on the treating provider's licensure and/or certification for that discipline, which is not based on provider's academic credentials alone.
2. From time to time these rates may be changed effective upon ACES providing written notice.
3. Fees are billed in minimum time increments of .25 hours.
4. Rates are inclusive of reimbursement for time and materials, including travel (unless otherwise stated).
5. When two or more staff members are working with a Client at the same time, the time of each will be charged.
6. Rates for all services are subject to the provisions and limitations set forth in the Agreement.

\* An additional \$75.00 travel charge applies to all ST/OT sessions that take place outside of ACES' offices.

**EXHIBIT B: 2023-2024 ISA**

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

This agreement is effective on July 1, 2023 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency \_\_\_\_\_ Nonpublic School \_\_\_\_\_

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

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

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

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

Parent/Guardian \_\_\_\_\_ Phone ( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
 \_\_\_\_\_ (Residence) \_\_\_\_\_ (Business)  
 Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_  
 (If different from student)

**AGREEMENT TERMS:**

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

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: \_\_\_\_\_  
**Estimated Number of Days** \_\_\_\_\_ **x Daily Rate** \_\_\_\_\_ = **PROJECTED BASIC EDUCATION COSTS** \_\_\_\_\_

**B. RELATED SERVICES:**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

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

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

4. Other Provisions/Attachments:

\_\_\_\_\_

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

6. Progress Reporting	Quarterl	Monthl	Other	
Requirements:	_____ y	_____ y	_____ (Specify)	_____

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

-CONTRACTOR-

-LEA/SELPA-

\_\_\_\_\_  
(Name of Nonpublic School/Agency)

\_\_\_\_\_  
(Name of LEA/SELPA)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Name of Superintendent or Authorized Designee)



## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Clever IDM Renewal for SCCS District

**MEETING DATE:** June 14, 2023

**FROM:** Jim Monreal, Assistant Superintendent of Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the Clever IDM renewal for the 2023-24 school year.

**BACKGROUND:**

Clever IDM manages student Google accounts and allows all student data to sync with all Santa Cruz City Schools' educational apps and software programs. Clever IDM also facilitates single sign-ons, streamlining student logins for more efficient access.

**FISCAL IMPACT:**

\$10,405.50 annually - LCFF Base (Unrestricted)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Goal #6: SCCS will maintain strong communication and partnership with its diverse community.



Company Address 575 Market Street, Suite 1850  
San Francisco, California 94105  
United States

Issue Date 31 May 2023  
Expiration Date 29 June 2023

**Prepared By**  
Layth Ramatala  
E: layth.ramatala@clever.com

**Prepared For**  
Santa Cruz City Schools

**YEAR 1**

Line	Product	Sales Price	Quantity	Discount	Total Price
1	Clever IDM	\$1.50	6,937.00	0.00%	\$10,405.50
<b>SUBTOTAL YEAR 1</b>					<b>\$10,405.50</b>

**Summary**

**Subtotal** \$10,405.50  
**Grand Total** \$10,405.50

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Residential Treatment Center Master Contract: New Haven

**MEETING DATE:** June 14, 2023

**FROM:** Dorothy Coito, Assistant Superintendent of Educational Services

**THROUGH:** Kris Munro, Superintendent

### **RECOMMENDATION:**

Ratify the attached Nonpublic School contract for continuing services from 5/11/2022 through 6/30/2022. *Due to the confidentiality regulations that protect the identity of students with disabilities, the student name has been omitted.*

### **BACKGROUND:**

This contract with New Haven - Spanish Fork Campus will provide Basic Education, Clinical and Support Counseling, Room and Board. Due to the urgency of need demonstrated by the student, placement occurred prior to board approval. While the convening of the IEP meeting was delayed until after the 2021-22 school year, the district responsibility for the placement was established as of 5/11/2022. These services are mandated by the student's Individual Education Plan.

Service Period: May 11, 2022 through June 30, 2022.

### **FISCAL IMPACT:**

Not to exceed \$40,425.00 Special Education (Restricted)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

*Prepared by Stacy O'Farrell, Director of Special Education*

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

**2023-2024**

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA

SANTA CRUZ CITY SCHOOLS

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Contract Year 2023-2024

  X   Nonpublic School

       Nonpublic Agency

**Type of Contract:**

       Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

  X   Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

       Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:                   

*When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.*

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**2023-2024**

**CONTRACT NUMBER:**

**LOCAL EDUCATION AGENCY:** SANTA CRUZ CITY SCHOOLS

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**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract (or “Contract”) is entered into on July 1, 2023, between SANTA CRUZ CITY SCHOOLS, hereinafter referred to as the local educational agency (“LEA”), a member of the NSCC SELPA and New Haven – Spanish Fork Campus (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

**2. CERTIFICATION AND LICENSES**

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



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

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

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

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

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

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

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

The term of this Master Contract shall be from July 1, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30<sup>th</sup>, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

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

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

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

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

## **6. INDIVIDUAL SERVICE AGREEMENT ("ISA")**

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

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

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

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

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

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

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

- iv. a surrogate parent,
- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

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

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

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

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

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

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

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

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

**10. SEVERABILITY CLAUSE**

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

**11. SUCCESSORS IN INTEREST**

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

**12. VENUE AND GOVERNING LAW**

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

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

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

**14. TERMINATION**

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. **INSURANCE**

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

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

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

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

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

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

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

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

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

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by

CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:
  - \$3,000,000 per occurrence
  - \$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

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

## **16. INDEMNIFICATION AND HOLD HARMLESS**

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

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

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

## **17. INDEPENDENT CONTRACTOR**

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

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

## **18. SUBCONTRACTING**

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



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

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

## **19. CONFLICTS OF INTEREST**

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

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

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

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

## **20. NON-DISCRIMINATION**

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

## **EDUCATIONAL PROGRAM**

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

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

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

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

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

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

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive;

and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA’s diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA’s graduation requirements.

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

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

### **23. INSTRUCTIONAL MINUTES**

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

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

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

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

### **24. CLASS SIZE**

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a

ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

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

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

## **25. CALENDARS**

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

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

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

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

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

**26. DATA REPORTING**

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

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

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

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

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

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

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

**28. STATEWIDE ACHIEVEMENT TESTING**

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

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

**29. MANDATED ATTENDANCE AT LEA MEETINGS**

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

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

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

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

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

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

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

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

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

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

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

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

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

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

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

mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

### **31. STUDENT DISCIPLINE**

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

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

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

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

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

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

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In



the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

### **33. SURROGATE PARENTS AND FOSTER YOUTH**

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

### **34. DUE PROCESS PROCEEDINGS**

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

### **35. COMPLAINT PROCEDURES**

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

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

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

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data

sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

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

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

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

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

### **37. TRANSCRIPTS**

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

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

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

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

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

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including

student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

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

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

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

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

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

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

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

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

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

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

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

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

#### **43. MONITORING**

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

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

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

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

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

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

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

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

## **PERSONNEL**

### **44. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

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

### **45. STAFF QUALIFICATIONS**

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

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

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in

education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)).

CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

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

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

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

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

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

#### **47. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to

the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

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

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

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

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

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

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

### **HEALTH AND SAFETY MANDATES**

#### **49. HEALTH AND SAFETY**

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

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

**50. FACILITIES AND FACILITIES MODIFICATIONS**

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

**51. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**52. INCIDENT/ACCIDENT REPORTING**

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

**53. CHILD ABUSE REPORTING**

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

**54. SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.



## **55. REPORTING OF MISSING CHILDREN**

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

## **FINANCIAL**

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

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

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

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

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

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

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

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in

California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

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

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

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

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

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

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

unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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

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

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

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

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

## **59. PAYMENT FOR ABSENCES**

### NONPUBLIC SCHOOL STAFF ABSENCE

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

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

### NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

#### NONPUBLIC AGENCY STAFF ABSENCE

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

#### NONPUBLIC AGENCY STUDENT ABSENCE

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

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

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

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

## **61. INSPECTION AND AUDIT**

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

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

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

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

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

## **62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

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

**63. DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1<sup>st</sup> day of July, 2023 and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided herein.

**CONTRACTOR**

**LEA**

\_\_\_\_\_  
Nonpublic School/Agency

SANTA CRUZ CITY SCHOOLS  
LEA Name

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name and Title of Authorized Representative

KRIS MUNRO, SUPERINTENDENT  
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title	Stacy O’Farrell, Director - Special Education
Nonpublic School/Agency/Related Service Provider	Name and Title Santa Cruz City Schools
Address	LEA 131 Mission Street, Suite 100
City State Zip	Address Santa Cruz CA 95060
Phone Fax	City State Zip (831) 429-3410 x 48201
Email	Phone Fax sofarrell@sccs.net
	Email

**Additional LEA Notification  
(Required if completed)**

John Roberts  
Name and Title  
131 Mission Street, Suite 100  
Address  
Santa Cruz CA 95060  
City State Zip  
(831) 429-3410 x 48201  
Phone Fax  
johnroberts@sccs.net  
Email

**INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**

(Education Code Sections 56365 et seq.)

This agreement is effective on 5/11/22 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on 6/30/2022, unless sooner terminated as provided in the Master Contract and by applicable law.

**Local Education Agency:** Santa Cruz City Schools

**Address:** 133 Mission Street #100

**City, State Zip:** Santa Cruz, CA 95060

**LEA Case Manager:** [Redacted]

**Nonpublic School/Agency:** New HAVEN RTC

**Address:** 2172 E 7200 South

**City Spanish Fork**

**State: Utah Zip: 84660**

**Phone:** (855) 631-3262

**Fax:** (801) 794-1218

**Contact Email:** [Redacted]

**Student Last Name:** [Redacted]

**Student First Name:** [Redacted]

**Date of Birth:** [Redacted]

**Grade:** 10 **Gender:** [Redacted]

**IEP/Contract Begins:** 7/1/2022 **Ends:** 6/30/2023

**Master Contract Board Approval:**

**Regular School Year -**

**Number of Days:** 180 **Number of Weeks:** 40

**Extended School Year -**

**Number of Days:** 40 **Number of Weeks:** 8

**Designated Instruction and Related Services**

Services	Provider			Minutes/ session	Sessions/ wk/mo/yr	Number of Sessions		Estimated Total for Contracted Period
	LEA	NPS	Daily/Hourly Rate			School Year	ESY	
Educational Program		X	\$410 / school days	1800 min	weekly	180	40	\$17,220.00
Counseling: Individual		X	\$380 / daily	90 min	weekly	365	X	\$19,380.00
Room & Board		X	\$75 / daily			365	X	\$3,825.00
							<b>Total Cost</b>	<b>\$40,425.00</b>

**TOTAL ESTIMATED MAXIMUM RELATED SERVICES COST:** \$ 40,425.00

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

--Contractor--  
New Haven RTC  
Jeana Thomsen, Executive Director

--District--  
Santa Cruz City Schools  
Stacy O'Farrell, Director of Special Education

Signature

Date

Signature

Date



## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Residential Treatment Master Contract: CALO

**MEETING DATE:** June 14, 2023

**FROM:** Dorothy Coito, Assistant Superintendent of Educational Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the attached Nonpublic School contract for new and continuing services through the 2023-2024 regular school year. *Due to the confidentiality regulations that protect the identity of students with disabilities, the student name has been omitted.*

**BACKGROUND:**

This contract with CALO will provide Basic Education, Clinical and Support Counseling, Room and Board. These services are mandated by the student's Individual Education Plan.

Service Period: July 1, 2023 through June 30, 2024.

**FISCAL IMPACT:**

Not to exceed \$259,333.78 Special Education (Restricted)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

*Prepared by Stacy O'Farrell, Director of Special Education*

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

**2023-2024**

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA

SANTA CRUZ CITY SCHOOLS

---

Contract Year 2023-2024

  X   Nonpublic School

       Nonpublic Agency

**Type of Contract:**

       Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

  X   Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

       Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:                   

*When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.*

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2023-2024

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: SANTA CRUZ CITY SCHOOLS

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract (or “Contract”) is entered into on July 1, 2023, between SANTA CRUZ CITY SCHOOLS, hereinafter referred to as the local educational agency (“LEA”), a member of the NSCC SELPA and CALO (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

**2. CERTIFICATION AND LICENSES**

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

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

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

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

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

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

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

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

The term of this Master Contract shall be from July 1, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30<sup>th</sup>, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

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

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

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

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

## **6. INDIVIDUAL SERVICE AGREEMENT ("ISA")**

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

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

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

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



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

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

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

- iv. a surrogate parent,
- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

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

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

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

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

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

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

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

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

**10. SEVERABILITY CLAUSE**

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

**11. SUCCESSORS IN INTEREST**

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

**12. VENUE AND GOVERNING LAW**

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

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

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

**14. TERMINATION**

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

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

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

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

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

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

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

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

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

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

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by

CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:
  - \$3,000,000 per occurrence
  - \$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

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

## **16. INDEMNIFICATION AND HOLD HARMLESS**

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

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

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

## **17. INDEPENDENT CONTRACTOR**

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

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

## **18. SUBCONTRACTING**

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

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

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

## **19. CONFLICTS OF INTEREST**

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

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

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

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

## **20. NON-DISCRIMINATION**

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

## **EDUCATIONAL PROGRAM**

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

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

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

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

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

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

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive;



and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA’s diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA’s graduation requirements.

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

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

### **23. INSTRUCTIONAL MINUTES**

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

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

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

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

### **24. CLASS SIZE**

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a

ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

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

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

## **25. CALENDARS**

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

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

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

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

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

**26. DATA REPORTING**

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

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

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

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

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

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

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

**28. STATEWIDE ACHIEVEMENT TESTING**

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

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

**29. MANDATED ATTENDANCE AT LEA MEETINGS**

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

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

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

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

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

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

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

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

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

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

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

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

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

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

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

mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

### **31. STUDENT DISCIPLINE**

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

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

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

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

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

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

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In

the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

### **33. SURROGATE PARENTS AND FOSTER YOUTH**

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

### **34. DUE PROCESS PROCEEDINGS**

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

### **35. COMPLAINT PROCEDURES**

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

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

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

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data

sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

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

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

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

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

### **37. TRANSCRIPTS**

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

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

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

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

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

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including



student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

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

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

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

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

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

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

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

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

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

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

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

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

#### **43. MONITORING**

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

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

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

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

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

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

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

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

## **PERSONNEL**

### **44. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

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

### **45. STAFF QUALIFICATIONS**

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

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

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in

education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)).

CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

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

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

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

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

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

#### **47. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to

the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

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

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

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

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

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

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

### **HEALTH AND SAFETY MANDATES**

#### **49. HEALTH AND SAFETY**

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

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

**50. FACILITIES AND FACILITIES MODIFICATIONS**

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

**51. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**52. INCIDENT/ACCIDENT REPORTING**

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

**53. CHILD ABUSE REPORTING**

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

**54. SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

**55. REPORTING OF MISSING CHILDREN**

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

**FINANCIAL**

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

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

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

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

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

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

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

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in

California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

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

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

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

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

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

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



unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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

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

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

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

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

## **59. PAYMENT FOR ABSENCES**

### NONPUBLIC SCHOOL STAFF ABSENCE

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

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

### NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

#### NONPUBLIC AGENCY STAFF ABSENCE

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

#### NONPUBLIC AGENCY STUDENT ABSENCE

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

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

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

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

## **61. INSPECTION AND AUDIT**

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

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

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

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

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

## **62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

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

**63. DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1<sup>st</sup> day of July, 2023 and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided herein.

**CONTRACTOR**

**LEA**

\_\_\_\_\_  
Nonpublic School/Agency

SANTA CRUZ CITY SCHOOLS  
LEA Name

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name and Title of Authorized Representative

KRIS MUNRO, SUPERINTENDENT  
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title	Stacy O’Farrell, Director - Special Education
Nonpublic School/Agency/Related Service Provider	Name and Title Santa Cruz City Schools
Address	LEA 131 Mission Street, Suite 100
City State Zip	Address Santa Cruz CA 95060
Phone Fax	City State Zip (831) 429-3410 x 48201
Email	Phone Fax sofarrell@sccs.net
	Email

**Additional LEA Notification  
(Required if completed)**

John Roberts  
Name and Title  
131 Mission Street, Suite 100  
Address  
Santa Cruz CA 95060  
City State Zip  
(831) 429-3410 x 48201  
Phone Fax  
johnroberts@sccs.net  
Email



**CALO School District Rate Sheet (2022)**

**Residential Services 30-Day Overview**

**Standard Daily Rate \$1595.00 (average) with SCHOOL DISTRICT REDUCTION**

	Standard Daily Rate	Scholarship/Rate Reduction	School Reduced Rate
Residential Treatment Services (Clinical Therapies, Neurotherapies, Animal Assisted Therapy, Adventure therapy, Milieu based therapies, nursing, psychiatric med. mgmt, ancillary services, etc.)	\$1,195.40	-\$724.20	\$471.20
Room & Board	\$265.43	-\$165.43	\$100.00
Academic/Education (\$201.26 per school day)	\$201.26		\$201.26

**Additional Services not included in daily rate:**

Airport Transportation (students transported to & from airport for visits)			\$263 one-way or \$526 roundtrip
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**Additional services as needed (per IEP):**

Occupational Assessment			\$250 per assessment
Occupational Therapy			\$75 per hour
Speech Language Assessments			\$150 per evaluation (up to 4 hrs of service)
Speech Therapy			\$90 per hour
Academic paraprofessional support indicated in IEP (1:1 during academics)			\$25 per hour

Calo Contact Person(s):	Direct Line	Main Line	Fax:	Address:	Email Contact
Nicole Fuglsang, CEO	573-746-7362			Calo- 130 Calo lane, Lake Ozark, MO 65049	nicole@caloprograms.com
Abby Mayer, Academic Director (Contract Rep for Schools)	573-746-7396				abby@caloprograms.com
Morgan Steward, Admissions	573-746-7301				morgan@caloprograms.com
Shellie See, UR Rep.	435-602-4978				ssee@embarkbh.com
Dora Miranda, Billing Rep.	661-221-5803				dora.miranda@embarkbh.com
	573-365-2221				
	573-365-2224				

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Residential Treatment Master Contract: Diamond Ranch Academy

**MEETING DATE:** June 14, 2023

**FROM:** Dorothy Coito, Assistant Superintendent of Educational Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the attached Nonpublic School contract for new and continuing services through the 2023-2024 regular school year. *Due to the confidentiality regulations that protect the identity of students with disabilities, the student name has been omitted.*

**BACKGROUND:**

This contract with Diamond Ranch Academy will provide Basic Education, Clinical and Support Counseling, Room and Board. These services are mandated by the student's Individual Education Plan.

Service Period: July 1, 2023 through June 30, 2024.

**FISCAL IMPACT:**

Not to exceed \$169,959.25 Special Education (Restricted)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

*Prepared by Stacy O'Farrell, Director of Special Education*

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

**2023-2024**



# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA

SANTA CRUZ CITY SCHOOLS

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Contract Year 2023-2024

  X   Nonpublic School

       Nonpublic Agency

**Type of Contract:**

       Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

  X   Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

       Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:                   

*When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.*

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2023-2024

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: SANTA CRUZ CITY SCHOOLS

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract (or “Contract”) is entered into on July 1, 2023, between SANTA CRUZ CITY SCHOOLS, hereinafter referred to as the local educational agency (“LEA”), a member of the NSCC SELPA and Diamond Ranch Academy (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

**2. CERTIFICATION AND LICENSES**

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

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

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

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

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

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

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

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

The term of this Master Contract shall be from July 1, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30<sup>th</sup>, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

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

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

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

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

## **6. INDIVIDUAL SERVICE AGREEMENT ("ISA")**

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

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

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

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

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

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

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

- iv. a surrogate parent,
- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

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

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

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

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

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

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

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



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

**10. SEVERABILITY CLAUSE**

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

**11. SUCCESSORS IN INTEREST**

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

**12. VENUE AND GOVERNING LAW**

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

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

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

**14. TERMINATION**

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. **INSURANCE**

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

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

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

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

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

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

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

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

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

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured’s premiums on all insurance policies and shall be paid by

CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:
  - \$3,000,000 per occurrence
  - \$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

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

## **16. INDEMNIFICATION AND HOLD HARMLESS**

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

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

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

## **17. INDEPENDENT CONTRACTOR**

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

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

## **18. SUBCONTRACTING**

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

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

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

## **19. CONFLICTS OF INTEREST**

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

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

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

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

## **20. NON-DISCRIMINATION**

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

## **EDUCATIONAL PROGRAM**

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

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

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

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

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

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

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive;

and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

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

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

### **23. INSTRUCTIONAL MINUTES**

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

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

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

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

### **24. CLASS SIZE**

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a

ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

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

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

## **25. CALENDARS**

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

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

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

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

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



## **26. DATA REPORTING**

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

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

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

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

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

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

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

## **28. STATEWIDE ACHIEVEMENT TESTING**

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

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

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

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

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

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

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

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

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

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

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

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

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

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

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

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

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

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

mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

### **31. STUDENT DISCIPLINE**

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

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

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

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

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

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

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In

the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

### **33. SURROGATE PARENTS AND FOSTER YOUTH**

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

### **34. DUE PROCESS PROCEEDINGS**

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

### **35. COMPLAINT PROCEDURES**

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

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

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

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data

sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

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

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

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

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

### **37. TRANSCRIPTS**

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

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

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

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

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

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including

student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

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

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

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

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

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

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

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

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

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

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

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

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

#### **43. MONITORING**

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

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

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

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

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

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

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



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

## **PERSONNEL**

### **44. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

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

### **45. STAFF QUALIFICATIONS**

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

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

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in

education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)).

CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

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

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

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

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

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

#### **47. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to

the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

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

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

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

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

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

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

### **HEALTH AND SAFETY MANDATES**

#### **49. HEALTH AND SAFETY**

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

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

**50. FACILITIES AND FACILITIES MODIFICATIONS**

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

**51. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**52. INCIDENT/ACCIDENT REPORTING**

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

**53. CHILD ABUSE REPORTING**

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

**54. SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

## **55. REPORTING OF MISSING CHILDREN**

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

## **FINANCIAL**

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

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

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

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

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

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

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

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in

California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

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

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

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

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

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

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

unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

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

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

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

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

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

## **59. PAYMENT FOR ABSENCES**

### NONPUBLIC SCHOOL STAFF ABSENCE

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

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

### NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

#### NONPUBLIC AGENCY STAFF ABSENCE

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

#### NONPUBLIC AGENCY STUDENT ABSENCE

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

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

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

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



## **61. INSPECTION AND AUDIT**

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

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

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

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

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

## **62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

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

**63. DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1<sup>st</sup> day of July, 2023 and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided herein.

**CONTRACTOR**

**LEA**

\_\_\_\_\_  
Nonpublic School/Agency

SANTA CRUZ CITY SCHOOLS  
LEA Name

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name and Title of Authorized Representative

KRIS MUNRO, SUPERINTENDENT  
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title	Stacy O’Farrell, Director - Special Education
Nonpublic School/Agency/Related Service Provider	Name and Title Santa Cruz City Schools
Address	LEA 131 Mission Street, Suite 100
City State Zip	Address Santa Cruz CA 95060
Phone Fax	City State Zip (831) 429-3410 x 48201
Email	Phone Fax sofarrell@sccs.net
	Email

**Additional LEA Notification  
(Required if completed)**

John Roberts  
Name and Title  
131 Mission Street, Suite 100  
Address  
Santa Cruz CA 95060  
City State Zip  
(831) 429-3410 x 48201  
Phone Fax  
johnroberts@sccs.net  
Email

Diamond Ranch Academy  
Special Education and Related Fees

Designated Instruction	Service Abbreviation	Fees (daily, school days only)		
		Individual	Group	Consult
Specialized Academic Instruction	SAI	139.06	139.06	139.06
Specialized Academic Instruction--ESY	SAI	139.06	139.06	139.06
Designated Instruction & Services and Related Services	Service Abbreviation	Fees (daily)		
		Individual	Group	Consult
Behavior Intervention - Design or Planning	BID	included		
Behavior Intervention - Implementation	BII	included		
Mental Health Services <i>*Individual Counseling 60 min/week (included)</i> <i>*Group Counseling 120 min/week (included)</i> <i>*Family/Parent Counseling 120 min/mon (included)</i>	CG	166.32	166.32	166.32
Health and Nursing Services	HNS	included		
Residential Treatment/ Non-Medical Care & Room and Board	NMCRB	209.79	209.79	209.79
Parent Counseling and Training	PCT	included		
Psychological Services Other Than Assessment and IEP Development	PS	included		
Social Worker Services	SW	included		
Specially Designed Vocational Education and Career Development	VECD	included		
Other	OTH			

Potential Ancillary Services	Fees
One on One Staff Supervision	\$500.00/day
Speech/Language Services	\$100.00/session
Occupational Therapy Services	\$200.00/session
Psychological Evaluation	\$5000.00/evaluation
Travel (including to and from school, and home visits)	As per IEP team discussion

\*Costs vary depending on individual factors. The costs indicated are approximate.

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Residential Treatment Master Contract: Victor Services

**MEETING DATE:** June 14, 2023

**FROM:** Dorothy Coito, Assistant Superintendent of Educational Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the attached Nonpublic School contract for new and continuing services through the 2023-2024 regular school year. *Due to the confidentiality regulations that protect the identity of students with disabilities, the student name has been omitted.*

**BACKGROUND:**

This contract with Victor Services will provide Specialized Academic Instruction, Clinical and Support Counseling, Room and Board. These services are mandated by the student's Individual Education Plan.

Service Period: July 1, 2023 through June 30, 2024.

**FISCAL IMPACT:**

Not to exceed \$299,628.00 Special Education (Restricted)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

*Prepared by Stacy O'Farrell, Director of Special Education*

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

**2023-2024**

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA

SANTA CRUZ CITY SCHOOLS

---

Contract Year 2023-2024

  X   Nonpublic School

       Nonpublic Agency

**Type of Contract:**

       Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

  X   Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

       Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:                   

*When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.*

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2023-2024

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: SANTA CRUZ CITY SCHOOLS

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract (or “Contract”) is entered into on July 1, 2023, between SANTA CRUZ CITY SCHOOLS, hereinafter referred to as the local educational agency (“LEA”), a member of the NSCC SELPA and Victor Services (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

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

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

**2. CERTIFICATION AND LICENSES**

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

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

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

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

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

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

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

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

The term of this Master Contract shall be from July 1, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30<sup>th</sup>, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

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

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

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

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

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

## **6. INDIVIDUAL SERVICE AGREEMENT ("ISA")**

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

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

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

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

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

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

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

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

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

- iv. a surrogate parent,
- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

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

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

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

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

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

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

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

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

**10. SEVERABILITY CLAUSE**

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

**11. SUCCESSORS IN INTEREST**

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

**12. VENUE AND GOVERNING LAW**

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

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

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

**14. TERMINATION**

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. **INSURANCE**

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

**PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES**

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

- \$2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. Injury
- \$3,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by



CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

## **PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")**

When CONTRACTOR is a NPS affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:
  - \$3,000,000 per occurrence
  - \$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

## **16. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA’s indemnification obligations under this Master Contract.

## **17. INDEPENDENT CONTRACTOR**

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

## **18. SUBCONTRACTING**

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR’s original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred and sixty-five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)**

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

### **22. GENERAL PROGRAM OF INSTRUCTION**

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq...*

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive;

and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA’s diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA’s graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR’s general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student’s IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children’s Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

### **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student’s ISA developed in accordance with the student’s IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student’s IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student’s IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student’s ISA developed in accordance with the student’s IEP.

### **24. CLASS SIZE**

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a

ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

## **25. CALENDARS**

When CONTRACTOR is a NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

## **27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

## **28. STATEWIDE ACHIEVEMENT TESTING**

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

## **29. MANDATED ATTENDANCE AT LEA MEETINGS**

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

### **30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS**

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the IEP team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:



1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention;
6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
7. an intervention that precludes adequate supervision of the individual;
8. an intervention that deprives the individual of one or more of his or her senses.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or

mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In

the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

### **33. SURROGATE PARENTS AND FOSTER YOUTH**

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

### **34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

### **35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

### **36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data

sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

### **37. TRANSCRIPTS**

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

### **38. STUDENT CHANGE OF RESIDENCE**

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

### **39. WITHDRAWAL OF STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including

student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

#### **40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

#### **41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

#### **42. STATE MEAL MANDATE**

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

#### **43. MONITORING**

When CONTRACTOR is an NPS, the LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

## **PERSONNEL**

### **44. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

### **45. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in

education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)).

CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

#### **46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

#### **47. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to



the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

**48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

**HEALTH AND SAFETY MANDATES**

**49. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.* and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

**50. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

**51. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**52. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

**53. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

**54. SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

## **55. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

## **FINANCIAL**

### **56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in

California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## **57. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is

unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

## **58. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

## **59. PAYMENT FOR ABSENCES**

### NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

### NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10<sup>th</sup>) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

#### NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

#### NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5<sup>th</sup>) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

### **60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY**

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

## **61. INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

## **62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

**63. DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.



The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1<sup>st</sup> day of July, 2023 and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided herein.

**CONTRACTOR**

**LEA**

\_\_\_\_\_  
Nonpublic School/Agency

SANTA CRUZ CITY SCHOOLS  
LEA Name

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name and Title of Authorized Representative

KRIS MUNRO, SUPERINTENDENT  
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title	Stacy O’Farrell, Director - Special Education
Nonpublic School/Agency/Related Service Provider	Name and Title Santa Cruz City Schools
Address	LEA 131 Mission Street, Suite 100
City State Zip	Address Santa Cruz CA 95060
Phone Fax	City State Zip (831) 429-3410 x 48201
Email	Phone Fax sofarrell@sccs.net
	Email

**Additional LEA Notification  
(Required if completed)**

John Roberts  
Name and Title  
131 Mission Street, Suite 100  
Address  
Santa Cruz CA 95060  
City State Zip  
(831) 429-3410 x 48201  
Phone Fax  
johnroberts@sccs.net  
Email

**INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**

(Education Code Sections 56365 et seq.)

This agreement is effective on 7/1/2023 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on 6/30/2024, unless sooner terminated as provided in the Master Contract and by applicable law.

**Local Education Agency:** Santa Cruz City Schools  
**Address:** 133 Mission Street #100  
**City, State Zip:** Santa Cruz, CA 95060  
**LEA Case Manager:** [REDACTED]

**Nonpublic School/Agency:** Victor Services  
**Address:** 341 Irwin Lane  
**City:** Santa Rosa **State:** CA **Zip:** 95401  
**Phone:** (707)576-7218  
**Fax:** [REDACTED]

[REDACTED]  
 [REDACTED]  
 [REDACTED]  
 [REDACTED]

**Regular School Year -**  
**Number of Days:** 184      **Number of Weeks:** 40

**IEP/Contract Begins:** 3/31/2023    **Ends:** 6/30/2023  
**Master Contract Board Approval:**

**Extended School Year -**  
**Number of Days:** 65      **Number of Weeks:** 10

**Designated Instruction and Related Services**

Services	Provider			Minutes/ session	Sessions/ wk/mo/yr	Number of Sessions		Estimated Total for Contracted Period
	NPA	NPS	Daily/Hourly Rate			School Year	ESY	
Specialized Academic Instruction		X	\$267.00	360 min	daily	X	X	\$53,400.00
Counseling: Individual Group Family Social Work Counseling Other Transition Supports	X		\$2.91 per minute	480 min 240 min 180 min 180 min  720 min	monthly	X	X	\$62,856.00
Room & Board	X		\$15,281.00		monthly	X	X	\$183,372.00
							<b>Total Cost</b>	<b>\$299,628.00</b>

**TOTAL ESTIMATED MAXIMUM RELATED SERVICES COST:      \$ 299,628.00**

The parties hereto have executed this Individual Service Agreement by and through their duly authorized agents or representatives as set forth below.

--Contractor--  
 Victor Services  
 Kelly Hernandez, Director

--District--  
 Santa Cruz City Schools  
 Stacy O'Farrell, Director of Special Education

## **.SANTA CRUZ CITY SCHOOL DISTRICT**

**AGENDA ITEM:** Nonpublic Agency: Balance Santa Cruz County

**MEETING DATE:** June 14, 2023

**FROM:** Dorothy Coito, Assistant Superintendent of Educational Services

**THROUGH:** Kris Munro, Superintendent

### **RECOMMENDATION:**

Approve the attached Nonpublic Agency contract for new and continuing services through the 2023-2024 regular school year. *Due to the confidentiality regulations that protect the identity of students with disabilities, the student names have been omitted.*

### **BACKGROUND:**

This contract renewal for Balance Santa Cruz County, will continue to provide one-on-one Aides for 21 students in Special Education. These services include one-on-one sessions with Special Circumstance Instructional Aides, Behavior Intervention Aides, Behavior Inclusion - Development, and Health Care Aides. These services are mandated by each of the student's Individual Education Plan.

Service Period: July 1, 2023 through June 30, 2024.

### **FISCAL IMPACT:**

Not to exceed \$899,662.21 Special Education (Restricted)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

*Prepared by Stacy O'Farrell, Director of Special Education*

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

**2023-2024**

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA

NORTH SANTA CRUZ COUNTY SELPA

Contract Year 2023-2024

           Nonpublic School  
    X     Nonpublic Agency

**Type of Contract:**

    X     Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

           Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

           Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:                                   

***When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.***

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2023-2024

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: NORTH SANTA CRUZ COUNTY SELPA

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract (or "Contract") is entered into on July 1, 2023, between NORTH SANTA CRUZ COUNTY SELPA, hereinafter referred to as the local educational agency ("LEA"), a member of the NORTH SANTA CRUZ COUNTY SELPA and Balance SCCS (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent.

**2. CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq.* and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.



In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30<sup>th</sup>, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

## **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

## **6. INDIVIDUAL SERVICE AGREEMENT ("ISA")**

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:
  - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
  - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
  - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,

- iv. a surrogate parent,
- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

**10. SEVERABILITY CLAUSE**

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

**14. TERMINATION**

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

## 15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

### PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence  
\$ 500,000 fire damage  
\$ 5,000 medical expenses  
\$1,000,000 personal & adv. Injury  
\$3,000,000 general aggregate  
\$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by

CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

## **PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")**

When CONTRACTOR is a NPS affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:  
  
\$3,000,000 per occurrence  
\$6,000,000 in General Aggregate.  
  
The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

## **16. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA’s indemnification obligations under this Master Contract.

## **17. INDEPENDENT CONTRACTOR**

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

## **18. SUBCONTRACTING**

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR’s original notice and CONTRACTOR shall not subcontract for said service(s).



CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred and sixty-five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)**

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

### **22. GENERAL PROGRAM OF INSTRUCTION**

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive;

and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA’s diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA’s graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR’s general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student’s IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children’s Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

### **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student’s ISA developed in accordance with the student’s IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student’s IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student’s IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student’s ISA developed in accordance with the student’s IEP.

### **24. CLASS SIZE**

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a

ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

## **25. CALENDARS**

When CONTRACTOR is a NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

## **27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

## **28. STATEWIDE ACHIEVEMENT TESTING**

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

## **29. MANDATED ATTENDANCE AT LEA MEETINGS**

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

### 30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the IEP team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies **require** a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention;
6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
7. an intervention that precludes adequate supervision of the individual;
8. an intervention that deprives the individual of one or more of his or her senses.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or

mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In



the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

### **33. SURROGATE PARENTS AND FOSTER YOUTH**

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

### **34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

### **35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

### **36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data

sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

### **37. TRANSCRIPTS**

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

### **38. STUDENT CHANGE OF RESIDENCE**

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

### **39. WITHDRAWAL OF STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including

student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

#### **40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

#### **41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

#### **42. STATE MEAL MANDATE**

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

#### **43. MONITORING**

When CONTRACTOR is an NPS, the LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

## **PERSONNEL**

### **44. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

### **45. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in

education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)).

CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

#### **46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

#### **47. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to

the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

#### **48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

### **HEALTH AND SAFETY MANDATES**

#### **49. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.* and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

**50. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

**51. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**52. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

**53. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

**54. SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.



## **55. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

## **FINANCIAL**

### **56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in

California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## **57. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is

unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

## **58. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

## **59. PAYMENT FOR ABSENCES**

### NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

### NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10<sup>th</sup>) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

#### NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

#### NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5<sup>th</sup>) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

### **60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY**

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

## **61. INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

## **62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

**63. DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.


The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1<sup>st</sup> day of July, 2023 and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided herein.

**CONTRACTOR**

**LEA**

Balance SCCS  
Nonpublic School/Agency

NORTH SANTA CRUZ COUNTY SELPA  
LEA Name

By:  03 / 20 / 2023  
Signature Date

By: *Jessica Little* 03 / 20 / 2023  
Signature Date

Ashley Basanese, Director  
Name and Title of Authorized Representative

Jessica Little, Sr. SELPA Director  
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

<b>Name and Title</b> Ashley Basanese, Director	<b>Name and Title</b> Jessica Little, Sr. SELPA Director
<b>Nonpublic School/Agency/Related Service Provider</b>	<b>LEA</b>
<b>Balance SCC</b>	<b>NORTH SANTA CRUZ COUNTY SELPA</b>
<b>Address</b> 1729 Seabright Ave # B#	<b>Address</b> 400 Encinal Street
<b>City</b> <b>State</b> <b>Zip</b> Santa Cruz                      CA                      95062	<b>City</b> <b>State</b> <b>Zip</b> Santa Cruz                      CA                      95060#
<b>Phone</b> <b>Fax</b> 831-464-8669	<b>Phone</b> <b>Fax</b> 841-466-5700
<b>Email</b> balance@balance4kids.org	<b>Email</b> jlittle@santacruzcoe.org

**Additional LEA Notification  
(Required if completed)**

\_\_\_\_\_  
**Name and Title**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City**                                      **State**                                      **Zip**

\_\_\_\_\_  
**Phone**                                      **Fax**

\_\_\_\_\_  
**Email**

**EXHIBIT A: 2023-2024 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Balance SCCS

The CONTRACTOR CDS NUMBER: \_\_\_\_\_

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: \_\_\_\_\_

Maximum Contract Amount:

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate:
  
- 2) Inclusive Education Program  
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE:
  
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>SCIA</u>	<u>34.50</u>	<u>Hour</u>
<u>SCIA Behavior Intervention BII Level 1</u>	<u>32.50</u>	<u>Hour</u>
<u>BII Multiple Students</u>	<u>33</u>	<u>Hour</u>
<u>BII Level 2</u>	<u>34.50</u>	<u>Hour</u>
<u>BII Level 2 Multiple Students</u>	<u>35</u>	<u>Hour</u>
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Health Care Aide 1</u>	<u>32.50</u>	<u>Hour</u>
<u>Health Care Aide 2</u>	<u>36.50</u>	<u>Hour</u>
<u>Occupational Therapy (450)</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____



Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535)		
ABA	45.50	Hour
BID	160.00	Hour
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900)		
Other (900)		

**EXHIBIT B: 2023-2024 ISA**

**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**  
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2023 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency \_\_\_\_\_ Nonpublic School \_\_\_\_\_

LEA Case Manager: Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Pupil Name \_\_\_\_\_ Sex:  M  F Grade: \_\_\_\_\_  
 \_\_\_\_\_ (Last) \_\_\_\_\_ (First) \_\_\_\_\_ (M.I.)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_

DOB \_\_\_\_\_ Residential Setting:  Home  Foster  LCI # \_\_\_\_\_  OTHER \_\_\_\_\_

Parent/Guardian \_\_\_\_\_ Phone ( ) \_\_\_\_\_ ( ) \_\_\_\_\_ (Business)  
 Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_  
 (If different from student)

**AGREEMENT TERMS:**

- Nonpublic School:* The average number of minutes in the instructional day will be: \_\_\_\_\_ during the regular school year  
 \_\_\_\_\_ during the extended school year
- Nonpublic School:* The number of school days in the calendar of the school year are: \_\_\_\_\_ during the regular school year  
 \_\_\_\_\_ during the extended school year
- Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: \_\_\_\_\_  
**Estimated Number of Days** \_\_\_\_\_ **x Daily Rate** \_\_\_\_\_ = **PROJECTED BASIC EDUCATION COSTS** \_\_\_\_\_

**B. RELATED SERVICES:**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COSTS \$ \_\_\_\_\_

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ \_\_\_\_\_

4. Other Provisions/Attachments:

\_\_\_\_\_  
\_\_\_\_\_

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

6. Progress Reporting Requirements:                      Quarterl                      Monthl                      Other  
   y                      \_\_\_ y                      \_\_\_ (Specify)                      \_\_\_\_\_

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA/SELPA-

\_\_\_\_\_  
(Name of Nonpublic School/Agency)

\_\_\_\_\_  
(Name of LEA/SELPA)

\_\_\_\_\_  
(Signature)

(Date)

\_\_\_\_\_  
(Signature)

(Date)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Name of Superintendent or Authorized Designee)

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Nonpublic Agency: Easter Seals

**MEETING DATE:** June 14, 2023

**FROM:** Dorothy Coito, Assistant Superintendent of Educational Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the attached Nonpublic Agency contract for new and continuing services through the 2023-2024 regular school year. *Due to the confidentiality regulations that protect the identity of students with disabilities, the student names have been omitted.*

**BACKGROUND:**

This contract renewal for Easter Seals will provide required services for four students in Special Education. These services will provide one-on-one sessions with Special Circumstance Instructional Aides, Behavior Intervention Aides, Behavior Therapeutic Specialists, Health Aides, and Nursing Support Services. These services are mandated by each of the student's Individual Education Plan.

Service Period: July 1, 2023 through June 30, 2024

**FISCAL IMPACT:**

Not to exceed \$196,086.15 Special Education (Restricted)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

*Prepared by Stacy O'Farrell, Director of Special Education*

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

**2023-2024**



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2023-2024

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: NORTH SANTA CRUZ COUNTY SELPA

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract (or “Contract”) is entered into on July 1, 2023, between NORTH SANTA CRUZ COUNTY SELPA, hereinafter referred to as the local educational agency (“LEA”), a member of the NORTH SANTA CRUZ COUNTY SELPA and Easterseals Central California (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all relevant services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student’s parent.

**2. CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq.* and within the professional scope of practice of each provider’s license, certification, and/or credential. A current copy of CONTRACTOR’s NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30<sup>th</sup>, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

## **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

## **6. INDIVIDUAL SERVICE AGREEMENT ("ISA")**

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:
  - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
  - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
  - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,

- iv. a surrogate parent,
- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

**10. SEVERABILITY CLAUSE**

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

**14. TERMINATION**

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

## 15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

### PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence  
\$ 500,000 fire damage  
\$ 5,000 medical expenses  
\$1,000,000 personal & adv. Injury  
\$3,000,000 general aggregate  
\$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by



CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

## **PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")**

When CONTRACTOR is a NPS affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:
  - \$3,000,000 per occurrence
  - \$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

## **16. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA’s indemnification obligations under this Master Contract.

## **17. INDEPENDENT CONTRACTOR**

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

## **18. SUBCONTRACTING**

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR’s original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred and sixty-five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)**

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

### **22. GENERAL PROGRAM OF INSTRUCTION**

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive;

and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA’s diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA’s graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR’s general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student’s IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children’s Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

### **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student’s ISA developed in accordance with the student’s IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student’s IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student’s IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student’s ISA developed in accordance with the student’s IEP.

### **24. CLASS SIZE**

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a

ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

## **25. CALENDARS**

When CONTRACTOR is a NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

## **27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

## **28. STATEWIDE ACHIEVEMENT TESTING**

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, the English Language Proficiency Assessments for California ("ELPAC"), the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

## **29. MANDATED ATTENDANCE AT LEA MEETINGS**

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

### **30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS**

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the IEP team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:



1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention;
6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
7. an intervention that precludes adequate supervision of the individual;
8. an intervention that deprives the individual of one or more of his or her senses.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or

mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In

the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

### **33. SURROGATE PARENTS AND FOSTER YOUTH**

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

### **34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

### **35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

### **36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data

sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

### **37. TRANSCRIPTS**

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

### **38. STUDENT CHANGE OF RESIDENCE**

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

### **39. WITHDRAWAL OF STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including

student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

#### **40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

#### **41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

#### **42. STATE MEAL MANDATE**

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

#### **43. MONITORING**

When CONTRACTOR is an NPS, the LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

## **PERSONNEL**

### **44. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

### **45. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in

education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)).

CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

#### **46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

#### **47. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to



the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

#### **48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

### **HEALTH AND SAFETY MANDATES**

#### **49. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.* and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

**50. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

**51. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**52. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

**53. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

**54. SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

**55. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

**FINANCIAL**

**56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in

California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## **57. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is

unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

## **58. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

## **59. PAYMENT FOR ABSENCES**

### NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

### NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10<sup>th</sup>) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

#### NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

#### NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5<sup>th</sup>) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

### **60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY**

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

## **61. INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

## **62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

**63. DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.



The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1<sup>st</sup> day of July, 2023 and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided herein.

**CONTRACTOR**

**LEA**

Easterseals Central California  
Nonpublic School/Agency

NORTH SANTA CRUZ COUNTY SELPA  
LEA Name

By: Larry Doan                      03 / 22 / 2023  
Signature                                      Date

By: Jessica Little                      03 / 22 / 2023  
Signature                                      Date

Larry Doan, Director of Educational Services  
Name and Title of Authorized Representative

Jessica Little, Sr. SELPA Director  
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

<b>Name and Title</b> Larry Doan, Director of Educational Services	<b>Name and Title</b> Jessica Little, Sr. SELPA Director
<b>Nonpublic School/Agency/Related Service Provider</b> Easterseals Central California	<b>LEA</b> NORTH SANTA CRUZ COUNTY SELPA
<b>Address</b> 2547 W. Shaw Ave, Suite 113	<b>Address</b> 400 Encinal Street
<b>City</b> <b>State</b> <b>Zip</b> Fresno                      CA                      93711	<b>City</b> <b>State</b> <b>Zip</b> Santa Cruz                      CA                      95060
<b>Phone</b> <b>Fax</b> 831-566-2866                      831-684-1018	<b>Phone</b> <b>Fax</b> 841-466-5700
<b>Email</b> ldoan@es-cc.org	<b>Email</b> jlittle@santacruzcoe.org

**Additional LEA Notification**  
**(Required if completed)**

\_\_\_\_\_  
**Name and Title**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City**                      **State**                      **Zip**

\_\_\_\_\_  
**Phone**                      **Fax**

\_\_\_\_\_  
**Email**

\_\_\_\_\_

**EXHIBIT A: 2023-2024 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Easterseals Central California

The CONTRACTOR CDS NUMBER: \_\_\_\_\_

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: \_\_\_\_\_

Maximum Contract Amount:

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate:
  
- 2) Inclusive Education Program  
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE:
  
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>SCIA Individual(must be authorized on IEP)</u>	<u>\$25.00</u>	<u>HOUR</u>
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Health Care Aide I</u>	<u>\$36.50</u>	<u>HOUR</u>
<u>Health Care Aide II</u>	<u>\$38.00</u>	<u>HOUR</u>
<u>LVN</u>	<u>\$63.00</u>	<u>HOUR</u>
<u>RN</u>	<u>\$83.00</u>	<u>HOUR</u>
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____

Psychological Services (530)		
Behavior Intervention Services (535)		
Behavior Intervention Level I	\$31.50	HOUR
Behavior Intervention Level II	\$33.50	HOUR
BCBA Classroom	\$105.00	HOUR
BCBA Individual	\$95.00	HOUR
BCBA or Master in Behavioral Science Individual/Classroom	\$75.00	HOUR
Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)	\$83.00	HOUR
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900)		
Other (900)		

**EXHIBIT B: 2023-2024 ISA**

**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**  
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2023 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency \_\_\_\_\_ Nonpublic School \_\_\_\_\_

LEA Case Manager: Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Pupil Name \_\_\_\_\_ Sex:  M  F Grade: \_\_\_\_\_  
 \_\_\_\_\_ (Last) \_\_\_\_\_ (First) \_\_\_\_\_ (M.I.)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_

DOB \_\_\_\_\_ Residential Setting:  Home  Foster  LCI # \_\_\_\_\_  OTHER \_\_\_\_\_

Parent/Guardian \_\_\_\_\_ Phone ( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
 \_\_\_\_\_ (Residence) \_\_\_\_\_ (Business)  
 Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_  
 \_\_\_\_\_ (If different from student)

**AGREEMENT TERMS:**

1. *Nonpublic School:* The average number of minutes in the instructional day will be: \_\_\_\_\_ during the regular school year  
 \_\_\_\_\_ during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: \_\_\_\_\_ during the regular school year  
 \_\_\_\_\_ during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (*Applies to nonpublic schools only*): Daily Rate: \_\_\_\_\_  
**Estimated Number of Days** \_\_\_\_\_ **x Daily Rate** \_\_\_\_\_ = **PROJECTED BASIC EDUCATION COSTS** \_\_\_\_\_

**B. RELATED SERVICES:**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							



## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Nonpublic Agency: Kyo Autism Therapy LLC

**MEETING DATE:** June 14, 2023

**FROM:** Dorothy Coito, Assistant Superintendent of Educational Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the attached Nonpublic Agency contract for new and continuing services through the 2023-2024 regular school year. *Due to the confidentiality regulations that protect the identity of students with disabilities, the student names have been omitted.*

**BACKGROUND:**

This contract with Kyo Autism Therapy LLC will provide Intensive Individualized Instruction and/or Behavior Intervention Services to one student requiring such services as per their Individualized Education Plans in Santa Cruz City Schools.

Service period: July 1, 2023 - June 30, 2024.

**FISCAL IMPACT:**

Not to exceed \$84,220.50 Special Education (Restricted)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

*Prepared by Stacy O'Farrell, Director of Special Education*

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

**2023-2024**



# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA

SANTA CRUZ CITY SCHOOLS

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Contract Year 2023-2024

           Nonpublic School  
  X   Nonpublic Agency

**Type of Contract:**

       X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

       Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

       Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:                   

*When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.*

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2023-2024

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: SANTA CRUZ CITY SCHOOLS

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

Kyo Autism Therapy LLC

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract (or “Contract”) is entered into on July 1, 2023, between SANTA CRUZ CITY SCHOOLS, hereinafter referred to as the local educational agency (“LEA”), a member of the NSCC SELPA and Kyo Autism Therapy LLC (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all relevant services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student’s parent.

**2. CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider’s license, certification, and/or credential. A current copy of CONTRACTOR’s NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30<sup>th</sup>, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

## **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

## **6. INDIVIDUAL SERVICE AGREEMENT ("ISA")**

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:
  - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
  - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
  - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,

- iv. a surrogate parent,
- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.



CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

**10. SEVERABILITY CLAUSE**

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

**14. TERMINATION**

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. **INSURANCE**

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

**PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES**

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

- \$2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. Injury
- \$3,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by

CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

## **PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")**

When CONTRACTOR is a NPS affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:
  - \$3,000,000 per occurrence
  - \$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

## **16. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA’s indemnification obligations under this Master Contract.

## **17. INDEPENDENT CONTRACTOR**

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

## **18. SUBCONTRACTING**

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR’s original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred and sixty-five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)**

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

### **22. GENERAL PROGRAM OF INSTRUCTION**

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive;

and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA’s diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA’s graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR’s general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student’s IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children’s Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

### **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student’s ISA developed in accordance with the student’s IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student’s IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student’s IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student’s ISA developed in accordance with the student’s IEP.

### **24. CLASS SIZE**

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a

ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

## **25. CALENDARS**

When CONTRACTOR is a NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.



## **26. DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

## **27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

## **28. STATEWIDE ACHIEVEMENT TESTING**

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

## **29. MANDATED ATTENDANCE AT LEA MEETINGS**

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

### **30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS**

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the IEP team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention;
6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
7. an intervention that precludes adequate supervision of the individual;
8. an intervention that deprives the individual of one or more of his or her senses.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or

mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In

the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

### **33. SURROGATE PARENTS AND FOSTER YOUTH**

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

### **34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

### **35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

### **36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data

sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

### **37. TRANSCRIPTS**

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

### **38. STUDENT CHANGE OF RESIDENCE**

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

### **39. WITHDRAWAL OF STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including

student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

#### **40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

#### **41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

#### **42. STATE MEAL MANDATE**

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

#### **43. MONITORING**

When CONTRACTOR is an NPS, the LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.



When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

## **PERSONNEL**

### **44. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

### **45. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in

education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)).

CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

#### **46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

#### **47. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to

the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

#### **48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

### **HEALTH AND SAFETY MANDATES**

#### **49. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.* and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

**50. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

**51. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**52. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

**53. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

**54. SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

**55. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

**FINANCIAL**

**56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in

California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## **57. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is

unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

## **58. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

## **59. PAYMENT FOR ABSENCES**

### NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

### NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10<sup>th</sup>) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

#### NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

#### NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5<sup>th</sup>) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

### **60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY**

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.



## **61. INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

## **62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

**63. DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1<sup>st</sup> day of July, 2023 and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided herein.

**CONTRACTOR**

**LEA**

\_\_\_\_\_  
Nonpublic School/Agency

SANTA CRUZ CITY SCHOOLS  
LEA Name

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name and Title of Authorized Representative

KRIS MUNRO, SUPERINTENDENT  
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title	Stacy O’Farrell, Director - Special Education
Nonpublic School/Agency/Related Service Provider	Name and Title Santa Cruz City Schools
Address	LEA 131 Mission Street, Suite 100
City State Zip	Address Santa Cruz CA 95060
Phone Fax	City State Zip (831) 429-3410 x 48201
Email	Phone Fax sofarrell@scs.net
	Email

**Additional LEA Notification  
(Required if completed)**

John Roberts  
Name and Title  
131 Mission Street, Suite 100  
Address  
Santa Cruz CA 95060  
City State Zip  
(831) 429-3410 x 48201  
Phone Fax  
johnroberts@scs.net  
Email

**EXHIBIT A: 2023-2024 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR:     KYO    

The CONTRACTOR CDS NUMBER: \_\_\_\_\_

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: \_\_\_\_\_

Maximum Contract Amount:

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate:
  
- 2) Inclusive Education Program  
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE:
  
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>BID - BCBA</u>	\$135	HOUR
<u>BID - Behaviorist</u>	\$105	HOUR
<u>Bli – Behavior Therapist (BT</u>	\$58	HOUR
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____

Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900)		
Other (900)		

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Nonpublic Agency: Positive Behavior Supports Corp.  
**MEETING DATE:** June 14, 2023  
**FROM:** Dorothy Coito, Assistant Superintendent of Educational Services  
**THROUGH:** Kris Munro, Superintendent

### **RECOMMENDATION:**

Approve the attached Nonpublic Agency contract for new and continuing services through the 2023-2024 regular school year. *Due to the confidentiality regulations that protect the identity of students with disabilities, the student names have been omitted.*

### **BACKGROUND:**

This contract with PBS will provide one-on-one Aide, Behavior Intervention/Supervision, Consultation, Training and Assessment services for one student in Special Education. These services are mandated by each of the student's Individual Education Plan.

Service Period: July 1, 2023 through June 30, 2024.

### **FISCAL IMPACT:**

Not to exceed \$85,800.00 Special Education (Restricted)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

*Prepared by Stacy O'Farrell, Director of Special Education*

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

**2023-2024**

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA

SANTA CRUZ CITY SCHOOLS

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Contract Year 2023-2024

           Nonpublic School  
  X   Nonpublic Agency

**Type of Contract:**

       X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

       Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

       Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:                     

*When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.*



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2023-2024

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: SANTA CRUZ CITY SCHOOLS

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**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**  
Positive Behavior Supports Corp

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract (or “Contract”) is entered into on July 1, 2023, between SANTA CRUZ CITY SCHOOLS, hereinafter referred to as the local educational agency (“LEA”), a member of the NSCC SELPA and Positive Behavior Supports Corp (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all relevant services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student’s parent.

**2. CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider’s license, certification, and/or credential. A current copy of CONTRACTOR’s NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30<sup>th</sup>, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

**5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

**6. INDIVIDUAL SERVICE AGREEMENT ("ISA")**

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH

consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:
  - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
  - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,

- iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,
- iv. a surrogate parent,
- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents

evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

#### **10. SEVERABILITY CLAUSE**

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

#### **11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

#### **12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

#### **13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

#### **14. TERMINATION**

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided



in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

## 15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

### PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence  
\$ 500,000 fire damage  
\$ 5,000 medical expenses  
\$1,000,000 personal & adv. Injury  
\$3,000,000 general aggregate  
\$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial

General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

## **PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")**

When CONTRACTOR is a NPS affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

\$3,000,000 per occurrence  
\$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

## **16. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA’s indemnification obligations under this Master Contract.

## **17. INDEPENDENT CONTRACTOR**

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

## **18. SUBCONTRACTING**

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR’s original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred and sixty-five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)**

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

### **22. GENERAL PROGRAM OF INSTRUCTION**

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq...*

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive;

and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

### **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

### **24. CLASS SIZE**

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a

ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

## **25. CALENDARS**

When CONTRACTOR is a NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

## **27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

## **28. STATEWIDE ACHIEVEMENT TESTING**

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

## **29. MANDATED ATTENDANCE AT LEA MEETINGS**



CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

### **30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS**

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the IEP team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention;
6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
7. an intervention that precludes adequate supervision of the individual;
8. an intervention that deprives the individual of one or more of his or her senses.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or

mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In

the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

### **33. SURROGATE PARENTS AND FOSTER YOUTH**

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

### **34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

### **35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

### **36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data

sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

### **37. TRANSCRIPTS**

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

### **38. STUDENT CHANGE OF RESIDENCE**

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

### **39. WITHDRAWAL OF STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including

student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

#### **40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

#### **41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

#### **42. STATE MEAL MANDATE**

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

#### **43. MONITORING**

When CONTRACTOR is an NPS, the LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

## **PERSONNEL**

### **44. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

### **45. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in



education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)).

CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

#### **46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

#### **47. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to

the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

#### **48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

### **HEALTH AND SAFETY MANDATES**

#### **49. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.* and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

**50. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

**51. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**52. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

**53. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

**54. SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

**55. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

**FINANCIAL**

**56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in

California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## **57. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is

unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

## **58. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

## **59. PAYMENT FOR ABSENCES**

### NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

### NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10<sup>th</sup>) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

#### NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

#### NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5<sup>th</sup>) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

### **60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY**

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

## **61. INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

## **62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.



**63. DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1<sup>st</sup> day of July, 2023 and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided herein.

**CONTRACTOR**

**LEA**

\_\_\_\_\_  
Nonpublic School/Agency

SANTA CRUZ CITY SCHOOLS  
LEA Name

By: \_\_\_\_\_  
Signature Date

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name and Title of Authorized Representative

KRIS MUNRO, SUPERINTENDENT  
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title	Stacy O’Farrell, Director - Special Education
Nonpublic School/Agency/Related Service Provider	Name and Title Santa Cruz City Schools
Address	LEA 131 Mission Street, Suite 100
City State Zip	Address Santa Cruz CA 95060
Phone Fax	City State Zip (831) 429-3410 x 48201
Email	Phone Fax sofarrell@sccs.net
	Email

**Additional LEA Notification  
(Required if completed)**

John Roberts  
Name and Title  
131 Mission Street, Suite 100  
Address  
Santa Cruz CA 95060  
City State Zip  
(831) 429-3410 x 48201  
Phone Fax  
johnroberts@sccs.net  
Email

**EXHIBIT A: 2023-2024 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Positive Behavior Supports Corp

The CONTRACTOR CDS NUMBER: \_\_\_\_\_

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: \_\_\_\_\_

Maximum Contract Amount:

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate:
  
- 2) Inclusive Education Program  
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE:
  
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u>\$60</u>	<u>hour</u>
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	<u>\$100</u>	<u>hour</u>
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____

Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900)		
Other (900)		

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Independent Consultant Agreement: Santa Cruz Applied Behavior Analysis

**MEETING DATE:** June 14, 2023

**FROM:** Dorothy Coito, Assistant Superintendent of Educational Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the attached Independent Consultant Agreement contract for new services through the 2023-2024 regular school year. *Due to the confidentiality regulations that protect the identity of students with disabilities, the student names have been omitted.*

**BACKGROUND:**

This contract for Santa Cruz ABA will provide 1:1 aide and behavior intervention services and/or assessments for one student. These services and/or assessments are mandated by each of the student's Individual Education Plan.

Service Period: July 1, 2023 through June 30, 2024.

**FISCAL IMPACT:**

Not to exceed \$80,340 Special Education (Restricted)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

*Prepared by Stacy O'Farrell, Director of Special Education*

**SANTA CRUZ CITY SCHOOLS  
INDEPENDENT CONSULTANT AGREEMENT  
(SPECIAL EDUCATION)**

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This INDEPENDENT CONSULTANT AGREEMENT (“Agreement”) is made and entered into effective July 1, 2023 (the “Effective Date”), by and between **Santa Cruz City Schools** (“District”) and **Santa Cruz ABA** (“Consultant” and together with District, the “Parties”).

**RECITALS**

- A. **WHEREAS**, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required; and
- B. **WHEREAS**, the District is in need of such special services and advice and Consultant warrants that it is specially trained, experienced, competent and duly licensed under the laws of the State of California to perform the services pursuant to this Agreement; and
- C. **WHEREAS**, the Consultant agrees to perform the Services described in this Agreement to the District’s satisfaction and in accordance with the standards of its profession this Agreement.

**AGREEMENT**

**NOW, THEREFORE**, for good and sufficient consideration, receipt of which is acknowledged, the Parties agree as follows:

- 1. **Services.** The Consultant shall provide the Services as described in the Scope of Services attached hereto as **Exhibit A** and incorporated herein by this reference (“Services”). Changes in the Scope of Services shall be made in writing, signed by both Parties, and particularly describe the change in Services, including payment and terms, as applicable.
- 2. **Consultant Qualifications.** Consultant represents and warrants to District that Consultant, and all of Consultant’s employees, agents, and subconsultants providing Services under this Agreement (the “Consultant Parties”), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Consultant and any Consultant Parties performing Services shall be competent to perform those Services.
- 3. **Standard of Care.** Consultant’s Services will be performed, findings obtained, and reports and recommendations prepared, in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable law, code, rule, regulation, and/or ordinance.

4. **Term.** This Agreement shall begin on July 1, 2023 and shall terminate upon completion of the Services, but no later than June 30th, 2024 (“Term”), except as otherwise stated in Section 5 below. There shall be no extension of the Term of this Agreement without the express written consent of all Parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Consultant or the Consultant Parties. In the event of early termination, Consultant shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Consultant, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.
5. **Termination.** Either Party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other Party, however the Parties may agree in writing to a shorter notice period. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Consultant if: (1) Consultant or Consultant Parties materially breach any of the terms of this Agreement; (2) any act or omission of Consultant or the Consultant Parties exposes District to potential liability or may cause an increase in District’s insurance premiums; (3) Consultant is adjudged a bankrupt; (4) Consultant makes a general assignment for the benefit of creditors; (5) a receiver is appointed because of Consultant’s insolvency; or (6) Consultant or Consultant Parties fail to comply with or make material representations as to the licensing and qualifications, fingerprinting, criminal background check, and/or tuberculosis certification sections of this Agreement. Such termination shall be effective immediately upon the Consultant's receipt of the notice.
6. **Payment of Fees for Services.** District agrees to pay Consultant fees at the rate of \$120.00 per hour for Services satisfactorily performed. Consultant shall not increase the rate over the course of this Agreement. Total fees (“the Fee”) paid by District to Consultant shall not exceed \$80,340.00. Any work performed by Consultant in excess of the Fee shall not be compensated. District agrees to pay the Fee, up to the maximum amount provided herein, within thirty (45) days of receipt of a detailed invoice from Consultant, including any additional supporting documentation District reasonably requests.
7. **Removal & Replacement of Consultant’s Employee(s).** In the event that District, in its sole discretion, desires, at any time during the Term of this Agreement, that any of Consultant’s employees or Consultant Parties, cease providing Services under this Agreement and/or are removed from District property, Consultant shall, immediately upon receiving written and/or verbal notice from District, cause such Consultant employee(s) or Consultant Parties to immediately cease providing Services under this Agreement and shall ensure such Consultant employee(s) or Consultant Parties are removed from District property. Consultant shall provide qualified replacement employee(s) or Consultant Parties, satisfactory to the District, upon within three (3) days of a District request for such replacement.
8. **Public Health and Safety.** At all times while performing the Services, Consultant and Consultant Parties shall comply with all applicable legal, contractual, and local government requirements related to COVID-19 and other contagious diseases and public health emergencies, including “social distancing,” masks, and hygiene as may be ordered by the State or local authorities.
9. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the “District Parties”), from and against any and all claims, demands, liabilities, damages,

losses, suits and actions, and expenses, including, but not limited to attorney fees and costs including fees of consultants of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant or Consultant Parties in the performance of or failure to perform Consultant's obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of the site(s), Consultant's or the Consultant Parties' performance of the Services, Consultant's or Consultant Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section 8 includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").

10. **Equipment and Materials.** Consultant at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Consultant or Consultant Parties, even if such Equipment is furnished, rented or loaned to Consultant or Consultant Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Consultant must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.
11. **Insurance.** Without in any way limiting Consultant's liability, or indemnification obligations as set forth in this Agreement, Consultant shall secure and maintain throughout the Term of this Agreement the following insurance:
  - a. Comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. Such policy shall specifically state: "Coverage does not contain limitations of coverage or exclusions for molestation, sexual abuse, child abuse, or child endangerment.";
  - b. Commercial automobile liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate, if applicable;
  - c. Professional liability insurance covering errors and omissions with coverage limits of \$1,000,000 per claim; and
  - d. Worker's compensation insurance as required by Labor Code section 3200, et seq., if applicable.

Neither Consultant nor any of the Consultant Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required



coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Consultant's insurance policies shall be attached to this Agreement as proof of insurance.

12. **Taxes.** All payments made by District to Consultant pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from fees payable to Consultant, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Consultant 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 Consultant and the Consultant Parties and otherwise in connection with this Agreement.
13. **Independent Consultant Status.** The Parties agree that Consultant is free from the control and direction of District in connection with Consultant's performance of the Services. Consultant is hereby retained to provide the specified Services for District, which are outside the usual course of District's business. Consultant certifies that it is customarily engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement. Consultant understands and agrees that Consultant and Consultant Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.
14. **Fingerprinting/Criminal Background Investigation Certification.** Consultant and the Consultant Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Before performing any Services, Consultant shall execute and return the District's Fingerprinting Notice and Acknowledgement form and the required Certification attached hereto as **Exhibit B**.

Consultant further agrees and acknowledges that if at any time during the Term of this Agreement Consultant learns or becomes aware of additional information which differs in any way from the information learned or provided pursuant to Section 45125.1, or Consultant or Consultant Parties add personnel who will provide Services under this Agreement, Consultant shall immediately notify District and prohibit any new personnel from interacting with District students until the fingerprinting and background check requirements have been satisfied and District determines whether any interaction is permissible.

15. **Confidential Information.** Consultant and Consultant Parties shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information ("Confidential Information"). Consultant and Consultant Parties shall not disclose Confidential Information to any person not party to this Agreement without the express written consent of the District, except as required by law, or as necessary for Consultant and Consultant Parties to perform

the Services. Upon termination of this Agreement, Consultant and Consultant Parties shall turn over to District all Confidential Information related to the Services provided pursuant to this Agreement. If Consultant or any of the Consultant Parties is served with any subpoena, court order, or other legal process seeking disclosure of any Confidential Information, Consultant and any Consultant Parties served shall promptly send to District notice(s) of the legal process, but in no event shall do so any later than forty-eight (48) hours or such shorter time frame as necessary so that District may exercise any applicable legal rights and remedies. Consultant shall require its employees and Consultant Parties, as a condition of their retention, appointment, employment, or contract, to agree to comply with the provisions of this Section, and shall not permit its employees or Consultant Parties access to Confidential Information in the absence of such agreement. The obligations imposed in this Section shall survive the termination of this Agreement.

16. **Assignment/Successors and Assigns.** Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective Parties.
17. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
18. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both Parties.
19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Santa Cruz, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.
20. **Notices.** All notices required to be given between the Parties shall be in writing and transmitted by any of the following methods: (1) overnight mail with proof of delivery; (2) email provided receipt is acknowledged; (3) personal delivery; (4) certified mail, return receipt requested; or (5) by regular mail placed in the United States Mail, postage prepaid, as follows:

**To District:**

Santa Cruz City Schools  
Attn: Director of Special Education  
133 Mission Street, Suite 100  
Santa Cruz, CA 95060  
(831) 429-3410  
sofarrell@sccs.net

**To Consultant:**

Santa Cruz ABA  
Attn: Aaron Palmer  
1052 East Lake Ave # 109  
Watsonville, CA 95067  
(831) 291-3570  
aaron@santacruzaba.com

21. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Consultant and Consultant Parties shall comply with all applicable

federal, state, local and District laws, rules, regulations and ordinances, including but not limited to those related to special education, student discipline, fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Consultant agrees that it shall comply, and shall ensure that Consultant Parties comply with all legal requirements for the performance of Services under this Agreement and that failure to do so shall constitute material breach.

22. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.
23. **Attorney Fees.** If any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.
24. **Liability of District.** Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.
25. **Time.** Time is of the essence to this Agreement.
26. **Waiver.** No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude either Party from any or further exercise of any right or remedy.
27. **Reports.** Consultant shall maintain complete and accurate records with respect to the Services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subconsultants. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, the Consultant shall make such records available to the District for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.
28. **Entire Agreement.** This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
29. **Ambiguity.** The Parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all Parties shall be treated as equally responsible for such ambiguity.
30. **Execution of Other Documents.** The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
31. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures

appended together, shall be deemed a fully executed agreement.

32. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date and year last written below.

**SANTA CRUZ CITY SCHOOLS**

**SANTA CRUZ ABA**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

### **SCOPE OF SERVICES TO BE PERFORMED BY CONSULTANT**

**(to be attached)**

Consultant is a Behavioral Intervention agency contracted by the district to provide 78 hours monthly of BIS service for students eligible for Special Education services. Service shall be provided in a manner consistent with all applicable federal and state laws.

Hours for service: 78 hours of BIS service monthly at \$120 an hour.

Total cost not to exceed \$80,340.00

## **EXHIBIT B**

### **FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET (Education Code Section 45125.1)**

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in Attachment A to this Notice.
3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in Attachment B to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as owner of Santa Cruz ABA, have read the foregoing and agree that Santa Cruz ABA will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT B**  
**ATTACHMENT 1**  
**Violent and Serious Felonies**

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.



A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision

**EXHIBIT B**  
**ATTACHMENT 2**  
**Form for Certification of Lack of Felony Convictions**

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: Santa Cruz ABA  
Date of Entity's Contract with District: July 1, 2023  
Scope of Entity's Contract with District: Consultant is a Behavioral Intervention agency contracted by the district to provide 78 hours monthly of BIS service for students eligible for Special Education services. Service shall be provided in a manner consistent with all applicable federal and state laws.

Hours for service: 78 hours of BIS service monthly at \$120 an hour.

Total cost not to exceed \$80,340.00

I, Aaron Palmer, am the owner for Santa Cruz ABA ("Entity"), which entered a contract on July 1, 2023, with the District for BIS services.

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: July 1, 2023

Signature: \_\_\_\_\_  
Typed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity: \_\_\_\_\_

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Nonpublic Agency: The Abrite Organization

**MEETING DATE:** June 14, 2023

**FROM:** Dorothy Coito, Assistant Superintendent of Educational Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the attached Nonpublic Agency contract for new and continuing services through the 2023-2024 regular school year. *Due to the confidentiality regulations that protect the identity of students with disabilities, the student names have been omitted.*

**BACKGROUND:**

This contract renewal for The Abrite Organization will provide one-on-one Aide, Behavior Intervention/Supervision, Consultation, Training and Assessment services for 33 students in Special Education. These services are mandated by each of the student's Individual Education Plan.

Service Period: July 1, 2023 through June 30, 2024.

**FISCAL IMPACT:**

Not to exceed \$2,152,153.00 Special Education (Restricted)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

*Prepared by Stacy O'Farrell, Director of Special Education*

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

**2023-2024**

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA	NORTH SANTA CRUZ COUNTY SELPA
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Contract Year	2023-2024
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Nonpublic School  
 Nonpublic Agency

**Type of Contract:**

X	Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.
	Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.
	Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date: _____

*When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.*

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**2023-2024**

**CONTRACT NUMBER:**

**LOCAL EDUCATION AGENCY: NORTH SANTA CRUZ COUNTY SELPA**

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract (or “Contract”) is entered into on July 1, 2023, between North Santa Cruz County SELPA, hereinafter referred to as the local educational agency (“LEA”), and ABRITE, ASPC (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all relevant services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student’s parent.

**2. CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider’s license, certification, and/or credential. A current copy of CONTRACTOR’s NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.



In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30<sup>th</sup>, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

## **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

## **6. INDIVIDUAL SERVICE AGREEMENT ("ISA")**

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:
  - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
  - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
  - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,

- iv. a surrogate parent,
- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

**10. SEVERABILITY CLAUSE**

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

**14. TERMINATION**

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. **INSURANCE**

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

**PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES**

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence  
\$ 500,000 fire damage  
\$ 5,000 medical expenses  
\$1,000,000 personal & adv. Injury  
\$3,000,000 general aggregate  
\$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by

CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

## **PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")**

When CONTRACTOR is a NPS affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

\$3,000,000 per occurrence  
\$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

## **16. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA’s indemnification obligations under this Master Contract.

## **17. INDEPENDENT CONTRACTOR**

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

## **18. SUBCONTRACTING**

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR’s original notice and CONTRACTOR shall not subcontract for said service(s).



CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion,

age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)**

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as “ITP”) of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student’s IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student’s IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease. If the LEA would like to provide related services consistent with the student’s IEP, then it shall be specified in the ISA which related services will be provided by the LEA. LEA shall give sufficient notice to the NPS if such services will cease to be provided by LEA, and the ISA shall be amended accordingly.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student’s IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student’s enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student’s IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student’s parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student’s parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student’s parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student’s receipt of special education and/or related services as specified in the student’s IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

### **22. GENERAL PROGRAM OF INSTRUCTION**

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a NPS, CONTRACTOR’s general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA’s standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE’s standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student’s IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards (“CCSS”) for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities,

such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

### **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

### **24. CLASS SIZE**

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

## **25. CALENDARS**

When CONTRACTOR is a NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are: Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

## **27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

## **28. STATEWIDE ACHIEVEMENT TESTING**

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

## **29. MANDATED ATTENDANCE AT LEA MEETINGS**

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

### 30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the IEP team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;

2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention;
6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
7. an intervention that precludes adequate supervision of the individual;
8. an intervention that deprives the individual of one or more of his or her senses.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract. After attending the first IEP meeting during the school year, a CONTRACTOR who is providing NPA services may request payment for additional meetings outside the school day at the CONTRACTOR's agreed upon hourly rate for that employee. Upon request from the CONTRACTOR, the NPA and the LEA may agree to payment for additional meetings, and such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPS.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.



Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

**33. SURROGATE PARENTS AND FOSTER YOUTH**

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

**34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

**35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

**36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

### **37. TRANSCRIPTS**

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

### **38. STUDENT CHANGE OF RESIDENCE**

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

### **39. WITHDRAWAL OF STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

#### **40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

#### **41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement

is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

#### **42. STATE MEAL MANDATE**

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

#### **43. MONITORING**

When CONTRACTOR is an NPS, the LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

## **PERSONNEL**

### **44. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

### **45. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited

postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)).

CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

#### **46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

#### **47. STAFF ABSENCE**

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

#### **48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

## **HEALTH AND SAFETY MANDATES**

#### **49. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.* and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

**50. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

**51. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**52. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

**53. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

**54. SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of



retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

#### **55. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

### **FINANCIAL**

#### **56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## **57. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to

be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

## **58. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

## **59. PAYMENT FOR ABSENCES**

### NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

### NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10<sup>th</sup>) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

LEA shall be responsible for payment for no more than 10 cumulative days of absences during the school year, unless a written time extension is granted by LEA.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

#### NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

#### NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5<sup>th</sup>) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent after the first ten (10) cumulative days. LEA shall not be responsible for payment for more than 10 cumulative days of absences during the school year, unless a written time extension is granted by LEA. When the student is absent, the LEA may reassign nonpublic agency staff with preference given to the same physical site as appropriate.

### **60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY**

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative

placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

## **61. INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

## **62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may

be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

**63. DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1<sup>st</sup> day of July, 2023 and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided herein.

**CONTRACTOR**

**LEA**

ABRITE, ASPC  
Nonpublic School/Agency

NORTH SANTA CRUZ COUNTY SELPA  
LEA Name

By: Susan Stark 05 / 03 / 2023  
Signature Date

By: Jessica Little 05 / 03 / 2023  
Signature Date

Susan Stark, President  
Name and Title of Authorized Representative

Jessica Little, Executive Director  
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
<b>Name and Title</b> Ginger Raabe, Vice President of Operations	<b>Name and Title</b> Jessica Little, Executive Director
<b>Nonpublic School/Agency/Related Service Provider</b> ABRITE, ASPC	<b>LEA</b> NORTH SANTA CRUZ COUNTY SELPA
<b>Address</b> 2021 Ygnacio Valley Rd, C-103	<b>Address</b> 400 Encinal Street
<b>City</b> <b>State</b> <b>Zip</b> Walnut Creek                      CA                      94598	<b>City</b> <b>State</b> <b>Zip</b> Santa Cruz                      CA                      95060
<b>Phone</b> <b>Fax</b> (844) 322-7483                      831-227-6338	<b>Phone</b> <b>Fax</b> (831) 466-5700
<b>Email</b> ginger.raabe@abrite.org	<b>Email</b> jlittle@santacruzcoe.org
	<b>Additional LEA Notification (Required if completed)</b>
	<b>Name and Title</b>
	<b>Address</b>
	<b>City</b> <b>State</b> <b>Zip</b>
	<b>Phone</b> <b>Fax</b>
	<b>Email</b>

**EXHIBIT A: 2023-2024 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: ABRITE, ASPC

The CONTRACTOR CDS NUMBER: \_\_\_\_\_

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: \_\_\_\_\_

Maximum Contract Amount:

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate:
- 2) Inclusive Education Program  
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE:
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>BCBA Assistant</u>	<u>\$81.00</u>	<u>Hour</u>
<u>BCBA BID</u>	<u>\$140.25</u>	<u>Hour</u>
<u>BCBA BID/D (Director level)</u>	<u>\$163.50</u>	<u>Hour</u>
<u>Registered Behavior Technician (RBT)</u>	<u>\$75.00</u>	<u>Hour</u>



Specialized Services for Low Incidence Disabilities (610)		
Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)		
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900)		
Other (900)		

**EXHIBIT B: 2023-2024 ISA**

**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**  
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2023 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency \_\_\_\_\_ Nonpublic School \_\_\_\_\_

LEA Case Manager: Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Pupil Name \_\_\_\_\_ Sex:  M  F Grade: \_\_\_\_\_

Address \_\_\_\_\_ (Last) \_\_\_\_\_ (First) \_\_\_\_\_ (M.I.) \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_

DOB \_\_\_\_\_ Residential Setting:  Home  Foster  LCI # \_\_\_\_\_  OTHER \_\_\_\_\_

Parent/Guardian \_\_\_\_\_ Phone ( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
(Residence) (Business)  
Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_  
(If different from student)

**AGREEMENT TERMS:**

1. *Nonpublic School:* The average number of minutes in the instructional day will be: \_\_\_\_\_ during the regular school year  
\_\_\_\_\_ during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: \_\_\_\_\_ during the regular school year  
\_\_\_\_\_ during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: \_\_\_\_\_

**Estimated Number of Days** \_\_\_\_\_ **x Daily Rate** \_\_\_\_\_ = **PROJECTED BASIC EDUCATION COSTS** \_\_\_\_\_

**B. RELATED SERVICES:**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COSTS \$ \_\_\_\_\_

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ \_\_\_\_\_

4. Other Provisions/Attachments:

\_\_\_\_\_

\_\_\_\_\_

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

6. Progress Reporting Requirements:	Quarterly	Monthly	Other (Specify)
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The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-		-LEA/SELPA-	
_____ (Name of Nonpublic School/Agency)		_____ (Name of LEA/SELPA)	
_____ (Signature)	_____ (Date)	_____ (Signature)	_____ (Date)
_____ (Name and Title)		_____ (Name of Superintendent or Authorized Designee)	

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Nonpublic School: Brite Horizons

**MEETING DATE:** June 14, 2023

**FROM:** Dorothy Coito, Assistant Superintendent of Educational Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the attached Nonpublic Agency contract for new and continuing services through the 2023-2024 regular school year. *Due to the confidentiality regulations that protect the identity of students with disabilities, the student names have been omitted.*

**BACKGROUND:**

This contract renewal for Brite Horizons will provide Basic Education, Intensive Individual Services, Speech and Language, Individual Counseling and Occupational Therapy for two students in Special Education as per their Individual Education Plan.

Service Period: July 1, 2023 through June 30, 2024.

**FISCAL IMPACT:**

Not to exceed \$272,400 Special Education (Restricted)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

*Prepared by Stacy O'Farrell, Director of Special Education*

*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

**2023-2024**

# MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,  
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA	NORTH SANTA CRUZ COUNTY SELPA
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Contract Year	2023-2024
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Nonpublic School  
 Nonpublic Agency

**Type of Contract:**

X	Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.
	Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.
	Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date: _____

*When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.*

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<b>2023-2024</b>	<b>CONTRACT NUMBER:</b>
<b>LOCAL EDUCATION AGENCY: <u>NORTH SANTA CRUZ COUNTY SELPA</u></b>	

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract (or “Contract”) is entered into on July 1, 2023, between North Santa Cruz County SELPA, hereinafter referred to as the local educational agency (“LEA”), and Brite Horizons (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all relevant services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student’s parent.

**2. CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider’s license, certification, and/or credential. A current copy of CONTRACTOR’s NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30<sup>th</sup>, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

## **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

## **6. INDIVIDUAL SERVICE AGREEMENT ("ISA")**

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:
  - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
  - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
  - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,

- iv. a surrogate parent,
- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

**10. SEVERABILITY CLAUSE**

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

**14. TERMINATION**

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. **INSURANCE**

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

**PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES**

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence  
\$ 500,000 fire damage  
\$ 5,000 medical expenses  
\$1,000,000 personal & adv. Injury  
\$3,000,000 general aggregate  
\$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by



CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

## **PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")**

When CONTRACTOR is a NPS affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:
  - \$3,000,000 per occurrence
  - \$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

## **16. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA’s indemnification obligations under this Master Contract.

## **17. INDEPENDENT CONTRACTOR**

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

## **18. SUBCONTRACTING**

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR’s original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

## **19. CONFLICTS OF INTEREST**

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

## **20. NON-DISCRIMINATION**

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion,

age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)**

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as “ITP”) of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student’s IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student’s IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease. If the LEA would like to provide related services consistent with the student’s IEP, then it shall be specified in the ISA which related services will be provided by the LEA. LEA shall give sufficient notice to the NPS if such services will cease to be provided by LEA, and the ISA shall be amended accordingly.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student’s IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student’s enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student’s IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student’s parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student’s parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student’s parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student’s receipt of special education and/or related services as specified in the student’s IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

### **22. GENERAL PROGRAM OF INSTRUCTION**

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a NPS, CONTRACTOR’s general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA’s standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE’s standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student’s IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards (“CCSS”) for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities,

such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

### **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

### **24. CLASS SIZE**

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

## **25. CALENDARS**

When CONTRACTOR is a NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are: Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

## **27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

## **28. STATEWIDE ACHIEVEMENT TESTING**

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

## **29. MANDATED ATTENDANCE AT LEA MEETINGS**

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

### **30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS**

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the IEP team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;



2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention;
6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
7. an intervention that precludes adequate supervision of the individual;
8. an intervention that deprives the individual of one or more of his or her senses.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract. After attending the first IEP meeting during the school year, a CONTRACTOR who is providing NPA services may request payment for additional meetings outside the school day at the CONTRACTOR's agreed upon hourly rate for that employee. Upon request from the CONTRACTOR, the NPA and the LEA may agree to payment for additional meetings, and such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPS.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

**33. SURROGATE PARENTS AND FOSTER YOUTH**

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

**34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

**35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

**36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

### **37. TRANSCRIPTS**

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

### **38. STUDENT CHANGE OF RESIDENCE**

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

### **39. WITHDRAWAL OF STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

#### **40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

#### **41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS**

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement

is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

#### **42. STATE MEAL MANDATE**

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

#### **43. MONITORING**

When CONTRACTOR is an NPS, the LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

## **PERSONNEL**

### **44. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

### **45. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited

postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)).

CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

#### **46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

#### **47. STAFF ABSENCE**



When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

**48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

## **HEALTH AND SAFETY MANDATES**

**49. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.* and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

**50. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

**51. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**52. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

**53. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

**54. SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of

retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

#### **55. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

### **FINANCIAL**

#### **56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## **57. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to

be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

## **58. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

## **59. PAYMENT FOR ABSENCES**

### NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

### NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10<sup>th</sup>) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

LEA shall be responsible for payment for no more than 10 cumulative days of absences during the school year, unless a written time extension is granted by LEA.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

#### NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

#### NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5<sup>th</sup>) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent after the first ten (10) cumulative days. LEA shall not be responsible for payment for more than 10 cumulative days of absences during the school year, unless a written time extension is granted by LEA. When the student is absent, the LEA may reassign nonpublic agency staff with preference given to the same physical site as appropriate.

### **60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY**

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative

placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

## **61. INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR'S offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR'S over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR'S over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA'S written notice demanding payment.

## **62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may

be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

**63. DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.



The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1<sup>st</sup> day of July, 2023 and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided herein.

**CONTRACTOR**

**LEA**

Brite Horizons School  
Nonpublic School/Agency

NORTH SANTA CRUZ COUNTY SELPA  
LEA Name

By: Susan Stark 05 / 03 / 2023  
Signature Date

By: Jessica Little 05 / 04 / 2023  
Signature Date

Susan Stark, President  
Name and Title of Authorized Representative

Jessica Little, Executive Director  
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
<b>Name and Title</b> Ginger Raabe, Vice President of Operations	<b>Name and Title</b> Jessica Little, Executive Director
<b>Nonpublic School/Agency/Related Service Provider</b> Brite Horizons School	<b>LEA</b> NORTH SANTA CRUZ COUNTY SELPA
<b>Address</b> 2021 Ygnacio Valley Rd, C-103	<b>Address</b> 400 Encinal Street
<b>City State Zip</b> Walnut Creek CA 94598	<b>City State Zip</b> Santa Cruz CA 95060
<b>Phone Fax</b> (844) 322-7483 (888) 334-7021	<b>Phone Fax</b> (831) 466-5700
<b>Email</b> ginger.raabe@abrite.org	<b>Email</b> jlittle@santacruzcoe.org
	<b>Additional LEA Notification</b> (Required if completed)
	<b>Name and Title</b>
	<b>Address</b>
	<b>City State Zip</b>
	<b>Phone Fax</b>
	<b>Email</b>

**EXHIBIT A: 2023-2024 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Brite Horizons

The CONTRACTOR CDS NUMBER: \_\_\_\_\_

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: \_\_\_\_\_

Maximum Contract Amount:

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate: Brite Horizons daily rate \$250/day  
BII daily rate \$300/day
  
- 2) Inclusive Education Program  
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE:
  
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	<u>Assessment/Consult \$150/hour</u> <u>Individualized support \$135/hour</u>	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	<u>Assessment/Consult \$150/ hour</u> <u>Individualized support \$140/ hour</u>	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	<u>\$150 hour</u>	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>BCBA Assistant</u>	_____	_____
<u>BCBA BID</u>	_____	_____
<u>BCBA BID/D (Director level)</u>	_____	_____
<u>Registered Behavior Technician (RBT)</u>	_____	_____

<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____
<u>Specialized Vision Services (725)</u>	_____	_____
<u>Orientation and Mobility (730)</u>	_____	_____
<u>Specialized Orthopedic Services (740)</u>	_____	_____
<u>Reader Services (745)</u>	_____	_____
<u>Transcription Services (755)</u>	_____	_____
<u>Recreation Services, Including Therapeutic (760)</u>	_____	_____
<u>College Awareness (820)</u>	_____	_____
<u>Work Experience Education (850)</u>	_____	_____
<u>Job Coaching (855)</u>	_____	_____
<u>Mentoring (860)</u>	_____	_____
<u>Travel Training (870)</u>	_____	_____
<u>Other Transition Services (890)</u>	_____	_____
<u>Other (900)</u>	_____	_____
<u>Other (900)</u>	_____	_____

**EXHIBIT B: 2023-2024 ISA**

**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2023 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency \_\_\_\_\_ Nonpublic School \_\_\_\_\_

LEA Case Manager: Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Pupil Name \_\_\_\_\_ Sex:  M  F Grade: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_ (Last) \_\_\_\_\_ (First) \_\_\_\_\_ (M.I.)  
 Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_

DOB \_\_\_\_\_ Residential Setting:  Home  Foster  LCI # \_\_\_\_\_  OTHER \_\_\_\_\_

Parent/Guardian \_\_\_\_\_ Phone ( ) \_\_\_\_\_ (Residence) ( ) \_\_\_\_\_ (Business)  
 Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_  
 (If different from student)

**AGREEMENT TERMS:**

1. *Nonpublic School:* The average number of minutes in the instructional day will be: \_\_\_\_\_ during the regular school year  
 \_\_\_\_\_ during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: \_\_\_\_\_ during the regular school year  
 \_\_\_\_\_ during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: \_\_\_\_\_

**Estimated Number of Days** \_\_\_\_\_ **x Daily Rate** \_\_\_\_\_ = **PROJECTED BASIC EDUCATION COSTS** \_\_\_\_\_

**B. RELATED SERVICES:**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COSTS \$ \_\_\_\_\_

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ \_\_\_\_\_

4. Other Provisions/Attachments:

\_\_\_\_\_

\_\_\_\_\_

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

6. Progress Reporting Requirements:	Quarterly	Monthly	Other (Specify)
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The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-		-LEA/SELPA-	
_____ (Name of Nonpublic School/Agency)		_____ (Name of LEA/SELPA)	
_____ (Signature)	_____ (Date)	_____ (Signature)	_____ (Date)
_____ (Name and Title)		_____ (Name of Superintendent or Authorized Designee)	

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Consultant Services Agreement: Obafemi Ayanbadejo

**MEETING DATE:** June 14, 2023

**FROM:** Dorothy Cotio, Assistant Superintendent of Educational Services

**THROUGH:** Kris Munro, Superintendent

### **RECOMMENDATION:**

Approve the partnership agreement between motivational speaker Femi Ayanbadejo and Santa Cruz High School.

### **BACKGROUND:**

Santa Cruz City Schools and Santa Cruz High School have a continuing commitment to creating and maintaining positive and engaging school environments that support the well-being of all students. The first day of school is a day full of possibility, excitement, and an opportunity to set the tone for a motivating and inspired school year. Over the past several years, and as part of the first day of school festivities, SCHS has partnered with motivational speakers to engage, connect, and inspire the student body.

Femi Ayanbadejo was born in Chicago to a Nigerian father and an American mother of Irish descent. His family moved to Santa Cruz, California just after his 11th birthday. He attended Mission Hill Middle School and Santa Cruz High School, graduating in 1992. Femi went on to attend Cabrillo College and then San Diego State University. Femi signed with the Minnesota Vikings as an undrafted free agent in 1997. Ayanbadejo also played for the Baltimore Ravens, Miami Dolphins, Arizona Cardinals, Chicago Bears and California Redwoods of the UFL. His professional football career began in 1997, and he officially retired from professional football in January, of 2010. Ayanbadejo earned a Super Bowl ring with the 2000 Ravens via Super Bowl XXXV. He is the older brother of NFL linebacker Brendon Ayanbadejo, also a SCHS alum.

Although he had a storied professional football career, Femi now excels as a human performance expert, entrepreneur, speaker and writer. Since retiring from professional football in 2010, Ayanbadejo has been immersed in the health technology space. He was co-founder and operator of a private training facility where he was a personal trainer and nutrition consultant. He then sold his equity in the company and enrolled at Johns Hopkins University where he received an MBA focused on Digital Health.

The Santa Cruz High ASB class and administration worked together to connect with Femi to develop an impactful and motivating first day of school for the 23-34 school year. Femi will have the opportunity to speak to the entire student body on the first day of school, and will stay throughout the day on campus making himself available for students. We expect Femi to

**AGENDA ITEM: 9.4.1.21**

have a significant impact on the SCCHS body because he is a SCCHS alum, can speak to what it takes to be a professional athlete, how to excel in academics, speaking, writing, and in business. Femi's unique background, resilience, career versatility and engaging personality will connect to a wide range of students.

The evaluation criteria used to measure the effectiveness of the speaker will be through a student survey after the first day of school.

**FISCAL IMPACT:**

\$5,000 Donations (Restricted)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and social emotional well-being.

Goal #6: SCCS will maintain strong communication and partnerships with its diverse community.



**REQUEST FOR CONSULTANT SERVICES AGREEMENT**

Submit to the responsible Assistant Superintendent at least two weeks before the Board meeting and prior to the Consultant beginning work.

Site: Santa Cruz High Principal/Director: Michelle Poirier

**Describe Work to be Performed and District and Site Goals Supported:**

Femi Ayanbadejo will provide a 50-minute opening of school keunote speech and will meet with students throughout the day.

Qualifications of Consultant: Human performance expert, entrepreneur, NFL athlete, speaker and writer.

Name of Consultant: Obafemi Ayanbadejo Sr. Tax I.D.# or SSN: 360-66-0117

(Vendor Data form to Purchasing)

Address: 1301 Aliceanna Street unit 2001 Telephone #: 619-247-4117

City/State/Zip: Baltimore MD 21231 Email: femi@healthreel.com

Date(s) of Service: 08/10/2023 Time: 9am-12pm

Number of Hours: 3+ hours per day X 3+ days = 3+ total hours.

Hourly/Daily Rate (specify): \$5,000.00/Day Meals: NA

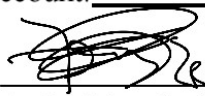
Lodging: NA Transportation: NA

TOTAL FEE TO BE PAID: \$5,000.00 Account #: \_\_\_\_\_

**Write out funding source (i.e., LCFF, Base, Title), if categorical or LCFF Supplemental, include single plan goal and action:**

Professional Services / Consultants

Approval of Business Services verifying account: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature of Consultant:  Date: 6/1/2023

(NOTE: Consultant must submit invoice for payment upon completion of work)

Signature of Administrator Requesting Service

Approval of Assistant Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**AB 1610, 1612, and 2102 COMPLIANCE** (consultants having more than limited contact with students require fingerprinting)

- Consultants **will be** on campus on a regular basis (more than once) while students are present
- Consultant **will not** be on campus on a regular basis while students are present (fingerprints not required).

Fingerprint Clearance date: \_\_\_\_\_ Approval of Human Resources: \_\_\_\_\_

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**PAYMENT AUTHORIZATION**

(Submit for payment after Consultant completes work)

I hereby certify that the consultant has satisfactorily completed the services in accordance with the above Agreement and that payment is in order.

Signature of Administrator Requesting Payment

Date

Approval of Assistant Superintendent

Date

Board of Education Approval: \_\_\_\_\_  
(Required if over \$2500)

**REQUEST FOR CONSULTANT SERVICES AGREEMENT**

Review guidelines of Board Policy - Consultant Services Agreements.

1. Statement of specific need and the goal of the Consultant's work (Refer to district/site goals and plans, unique needs of school, program or office which necessitates the services of a consultant).  
Goal #1: All SCCS students will be prepared to successfully access post secondary college and career opportunities.  
Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and social emotional well-being of all students.  
Goal #6: SCCS will maintain strong communication and partnerships with its diverse community.  
SCHS Goal #1: Improve school climate and culture by providing opportunities for student voice, participation, and ownership of learning while challenging and supporting students in their personal and academic growth.  
\_\_\_\_\_  
\_\_\_\_\_
2. State efforts made to identify qualified staff available within the district to carry out the requested services. Within the school and district, there are no persons who can provide an inspiring and growth message from a SCHS alum.  
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\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_
3. If this agreement is for staff development or for one-time services, state the site's plan to reduce or eliminate the need for this consultant's services in the future.  
N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Statement of expected outcomes (Include specific student outcomes desired, benefits to district students and/or staff).  
Students will gain a sense of belonging of the Santa Cruz High School community of students and adults. Students will be inspired to persevere through adversity to set and reach personal life goals.  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_
5. Evaluation Process - How will you know the goal/outcomes have been met?  
Student survey gauging effectiveness of speaker.  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Consultant Services Agreement: Niola Ristic

**MEETING DATE:** June 14, 2023

**FROM:** Dorothy Cotio, Assistant Superintendent of Educational Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the partnership agreement between Nikola Ristic and Santa Cruz High School.

**BACKGROUND:**

Santa Cruz City Schools and Santa Cruz High School have a commitment to creating and maintaining positive and engaging school environments that support the well-being of all students. As part of the effort to support student well-being, Santa Cruz High School is contracting with Nicola Ristic to teach mindfulness to students during our Cardinal Connect period. Nikola defines mindfulness as paying deliberate attention to what is happening on the outside and on the inside. The result is more presence, peace and joy in our lives as well as more kindness towards ourselves, others and the world. With the increase of anxiety, stress, and depression amongst our youth, Nikola can teach our students new healthy tools to cope with daily life.

The expected impact and benefits of mindfulness in the classroom and schools include bringing more peace, joy, enthusiasm, concentration, responsibility and playfulness as well as improvement of academic results and behavior. Nikola's mindfulness workshops are designed to introduce the basics of mindfulness to high school students. The workshops consist of two major components: theoretical and experiential. In the theoretical part, students become familiar with the basic concepts of mindfulness such as the definition of mindfulness, concentration, breathing, gratitude, curiosity, kindness, inner peace, and more. The practices and activities within the experiential part include conscious breathing, various concentration and attention exercises, techniques to calm down, mindful walking, mindful eating, body-mind balance, cultivating mindful attitudes (gratitude, generosity, kindness, curiosity, etc.), mindful reflection and much more. The workshops are designed with the intention to be playful and fun.

**FISCAL IMPACT:**

\$4,000 LCFF Supplemental (Restricted)

This work is in direct support of the following District goals and their corresponding metrics:

**AGENDA ITEM: 9.4.1.22**

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and social emotional well-being.

Goal #6: SCCS will maintain strong communication and partnerships with its diverse community.

**REQUEST FOR CONSULTANT SERVICES AGREEMENT**

Submit to the responsible Assistant Superintendent at least two weeks before the Board meeting and prior to the Consultant beginning work.

Site: \_\_\_\_\_ Principal/Director: \_\_\_\_\_

Describe Work to be Performed and District and Site Goals Supported: \_\_\_\_\_

Qualifications of Consultant: \_\_\_\_\_

Name of Consultant: \_\_\_\_\_ Tax I.D.# or SSN: \_\_\_\_\_

(Vendor Data form to Purchasing)

Address: \_\_\_\_\_ Telephone #: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Email: \_\_\_\_\_

Date(s) of Service: \_\_\_\_\_ Time: \_\_\_\_\_

Number of Hours: \_\_\_\_\_ hours per day X \_\_\_\_\_ days = \_\_\_\_\_ total hours.

Hourly/Daily Rate (specify): \_\_\_\_\_ Meals: \_\_\_\_\_

Lodging: \_\_\_\_\_ Transportation: \_\_\_\_\_

TOTAL FEE TO BE PAID: \_\_\_\_\_ Account #: \_\_\_\_\_

Write out funding source (i.e., LCFF, Base, Title), if categorical or LCFF Supplemental, include single plan goal and action:

Approval of Business Services verifying account: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature of Consultant: \_\_\_\_\_ Date: \_\_\_\_\_

(NOTE: Consultant must submit invoice for payment upon completion of work)

Signature of Administrator Requesting Service

Approval of Assistant Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**AB 1610, 1612, and 2102 COMPLIANCE** (consultants having more than limited contact with students require fingerprinting)

- Consultants **will be** on campus on a regular basis (more than once) while students are present
- Consultant **will not** be on campus on a regular basis while students are present (fingerprints not required).

Fingerprint Clearance date: \_\_\_\_\_ Approval of Human Resources: \_\_\_\_\_

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**PAYMENT AUTHORIZATION**

(Submit for payment after Consultant completes work)

I hereby certify that the consultant has satisfactorily completed the services in accordance with the above Agreement and that payment is in order.

Signature of Administrator Requesting Payment

Date

Approval of Assistant Superintendent

Date

Board of Education Approval: \_\_\_\_\_  
(Required if over \$2500)

**REQUEST FOR CONSULTANT SERVICES AGREEMENT**

Review guidelines of Board Policy - Consultant Services Agreements.

1. Statement of specific need and the goal of the Consultant's work (Refer to district/site goals and plans, unique needs of school, program or office which necessitates the services of a consultant).

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2. State efforts made to identify qualified staff available within the district to carry out the requested services.

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3. If this agreement is for staff development or for one-time services, state the site's plan to reduce or eliminate the need for this consultant's services in the future.

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4. Statement of expected outcomes (Include specific student outcomes desired, benefits to district students and/or staff).

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5. Evaluation Process - How will you know the goal/outcomes have been met?

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## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Consultant Services Agreement: MIRJ Services

**MEETING DATE:** June 14, 2023

**FROM:** Dorothy Cotio, Assistant Superintendent of Educational Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the partnership agreement between MIRJ Services and Santa Cruz High School.

**BACKGROUND:**

Santa Cruz City Schools and Santa Cruz High School have a continuing commitment to implementing restorative practices, addressing microaggressions, and eliminating structurally racist practices. SCHS was fortunate enough to receive the services of MIRJ Consulting in training both the full staff and the social-emotional team over the course of the 2022-2023 school year. In order to continue and expand our full staff effectiveness at using motivational interviewing and restorative practices, we have selected to work with a local provider with a stronger classroom focus and a well-respected reputation.

Consultant Julius Mills-Denti of MIRJ (Motivational Interviewing and Restorative Justice) Services has great experience and a long involvement with the students of Santa Cruz City Schools. As a BASTA counselor, Mills-Denti worked with our students who were referred for having possible gang involvement or were targeted as possible recruits. He successfully counseled students to navigate the school system while pointing them in the direction of further education as a post-secondary opportunity.

Upon completion of a master's degree from the International Institute for Restorative Justice, Mills-Denti now provides tailored training for teachers in de-escalating conflict and winning cooperation with their students in classroom scenarios. Santa Cruz High School sees this as a logical next step in site-wide adoption of restorative practices, as Mills-Denti's work is explicitly set in classroom dialog.

The results of our restorative practices work will be measured by pre- and post-surveys of staff. Additionally, we will look at attendance and behavioral referrals to ascertain whether trends can be detected.

**FISCAL IMPACT:**

\$10,000 LCFF Supplemental (Restricted)

**AGENDA ITEM: 9.4.1.23**

This work is in direct support of the following District goals and their corresponding metrics:

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the emotional social well-being of all students.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.



**REQUEST FOR CONSULTANT SERVICES AGREEMENT**

Submit to the responsible Assistant Superintendent at least two weeks before the Board meeting and prior to the Consultant beginning work.

Site: Santa Cruz High School Principal/Director: Michelle Poirier

**Describe Work to be Performed and District and Site Goals Supported:**  
Training a site team in the techniques of Motivational Interviewing and Restorative Justice. Provide full-staff professional development.

**Qualifications of Consultant:** Masters Degree in Motivational Interviewing - Restorative Justice

Name of Consultant: Julius Mills-Denti Tax I.D.# or SSN: \_\_\_\_\_  
(Vendor Data form to Purchasing)

Address: 112 Marine Parade Telephone #: \_\_\_\_\_

City/State/Zip: Santa Cruz, CA 950623 Email: mirjservices@gmail.com

Date(s) of Service: Aug 1 2023 - June 1 2024 Time: varies

Number of Hours: 4 hours per day X 20 days = 80 total hours.

Hourly/Daily Rate (specify): \$125 Meals: N/A

Lodging: N/A Transportation: N/A

**TOTAL FEE TO BE PAID:** \$10,000 Account #: \_\_\_\_\_

**Write out funding source (i.e., LCFF, Base, Title), if categorical or LCFF Supplemental, include single plan goal and action:**

Approval of Business Services verifying account: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature of Consultant: \_\_\_\_\_ Date: \_\_\_\_\_  
(NOTE: Consultant must submit invoice for payment upon completion of work)

Signature of Administrator Requesting Service Approval of Assistant Superintendent

Date: 06-06-2023 Date: \_\_\_\_\_

**AB 1610, 1612, and 2102 COMPLIANCE** (consultants having more than limited contact with students require fingerprinting)

- Consultants **will be** on campus on a regular basis (more than once) while students are present
- Consultant **will not** be on campus on a regular basis while students are present (fingerprints not required).

Fingerprint Clearance date: \_\_\_\_\_ Approval of Human Resources: \_\_\_\_\_

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**PAYMENT AUTHORIZATION**

(Submit for payment after Consultant completes work)

I hereby certify that the consultant has satisfactorily completed the services in accordance with the above Agreement and that payment is in order.

Signature of Administrator Requesting Payment Date

Approval of Assistant Superintendent Date

Board of Education Approval: \_\_\_\_\_  
(Required if over \$2500)

**REQUEST FOR CONSULTANT SERVICES AGREEMENT**

Review guidelines of Board Policy - Consultant Services Agreements.

1. Statement of specific need and the goal of the Consultant’s work (Refer to district/site goals and plans, unique needs of school, program or office which necessitates the services of a consultant).  
In support of district goal #2 - creation of positive, engaging school environments that promote the development of cognitive skills and the emotional social well-being of all students, district goal #3 elimination of achievement gaps that currently exist between demographic groups within the SCCS student community, adn site goal #1 connectedness.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
2. State efforts made to identify qualified staff available within the district to carry out the requested services.  
SCCS does not employ restorative justice trainers  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
3. If this agreement is for staff development or for one-time services, state the site's plan to reduce or eliminate the need for this consultant's services in the future.  
As staff strengthens skills in holding conversations with students based on restorative practices, the need for explicit training will diminish. In addition, the train-the-trainermodel of services delivered will increase the site's own capacity to provide training on-site with our own staff.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
4. Statement of expected outcomes (Include specific student outcomes desired, benefits to district students and/or staff).  
We expect to see fewer behavioral referrals based on student-teacher conflics and improved resolution of student-student conflicts. Students' increased sense of belonging and affirmation should lead to increased attendance and improved academic outcomes.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
5. Evaluation Process - How will you know the goal/outcomes have been met?  
Consultant wil provide / administer a post-survey designed to measure staff uptake of techniques.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Diesel Bus Purchase with BusWest

**MEETING DATE:** June 14, 2023

**FROM:** Jim Monreal, Assistant Superintendent of Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the purchase of one diesel bus in 2023.

**BACKGROUND:**

The state of California has changed emission standards for 2024. Any buses and engines made or purchased in 2024 must meet the new emissions standards. The district often travels over highway 17 for fieldtrips and student related activities. Due to the nature of the highway, the incline of the highway is not always supported by electric buses. In order to accommodate the district's travel needs, the district is in need of purchasing one diesel bus in 2023 before the new standards are implemented.

**FISCAL IMPACT:**

\$195,101.26 LCFF Base (Unrestricted)

This work is in direct support of the following District goals and their corresponding metrics:

- Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.
- Goal #5: SCCS will maintain a balanced budget and efficient and effective management.
- Goal #6: SCCS will maintain strong communication and partnership with its diverse community.



**Bid Form**

May 19, 2023

Customer Order No.: SBRC 100147

Honorable Board of Trustees  
Santa Cruz City Schools  
133 Mission St, Suite 100  
Santa Cruz, CA 95060

BusWest respectfully submits for your consideration our bid to supply 1 complete 32+1/18+4 var passenger school bus as follows:

<b>Chassis Make:</b> Freightliner	<b>Model:</b> B2 106	<b>Model Year:</b> 2024
<b>Wheelbase:</b> 199"	<b>Engine:</b> Cummins ISB	<b>Horsepower:</b> 240
<b>Body Make:</b> Thomas	<b>Model:</b> Saf-T-Liner C2	<b>Capacity:</b> 32+1/18+4 var
<b>Transmission:</b> Allison 2500 PTS		
<b>Delivery Date:</b> 180-360 Days after receipt of order	<b>Subject to Prior Sale:</b> Yes	

<b>Cash Purchase Price (each):</b>	\$ 180,134.00	<b>Tax Exempt:</b> \$ 19,800.00
<b>Doc Fee:</b>	\$ 85.00	<b>Taxable:</b> \$ 160,419.00
<b>Sales Tax @: 9.250%</b>	\$ 14,838.76	
<b>CA. Recycle Fee: \$1.75 ea. tire</b>	\$ 10.50	
<b>Electronic Filing Fee:</b>	\$ 33.00	
<b>Total</b>	<b>\$ 195,101.26</b>	

We have examined the detailed minimum specifications established by the school board and guarantee this bid to be in accordance thereto. Above price includes all dealer prep., pre-delivery service, necessary lettering, F.O.B. school district and documentation fee.

Darren Salo, Sales Representative

Customer

**Quote is good for thirty (30) days**

Quote No.: SB6937

**Carson – Main Headquarters**  
 21107 South Chico St. Carson, CA. 90745  
 Sales Toll Free: (800) 458-9199 Main: (310) 984-3900 Fax: (310) 984 -3996  
 Parts Toll Free: (866) 707-7800 Fax: (310) 984-3994  
[www.buswest.com](http://www.buswest.com)

**Sacramento**  
 210 North East St., Woodland, CA. 95776  
 Main: (424) 210-3020  
**Fresno**  
 4337 North Goldenstate Ste#101, Fresno, CA 93609  
 Main: (559) 277-0118





**Christi Barrett, Ph.D.**  
Superintendent

**Darrin Watters**  
Deputy Superintendent  
**Tracy Chambers**  
Assistant Superintendent  
**Derek Jindra, Ed.D.**  
Assistant Superintendent  
**Jennifer Martin, Ed.D.**  
Assistant Superintendent

**Professional Development  
Service Center**

1791 W. Acacia Avenue  
Hemet, CA 92545  
(951) 765-5100  
Fax: (951) 765-5115

**Professional Development  
Academy**

2085 W. Acacia Avenue  
Hemet, CA 92545  
(951) 765-5100  
Fax: (951) 765-6421  
[www.hemetusd.org](http://www.hemetusd.org)

**Governing Board**

Vic Scavarda  
Stacey Bailey  
Dr. Sumanta Chaudhuri Saini  
Rob Davis  
Megan Haley  
Patrick Searl  
Ross Valenzuela



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[instagram.com/hemetunified](https://instagram.com/hemetunified)

May 12, 2022

BUSWEST  
21107 S. Chico St.  
Carson, CA 90745  
Attn: Jim Bernacchi

Subject: Award of Extension to bid number 061719 for the Hemet Unified School District

Dear Mr. Bernacchi,

At a recent board meeting on May 3, 2022, the Governing Board of the Hemet Unified School District took action to approve the extension to bid number 061719 with price adjustments listed in the extension letter from BusWest dated April 13, 2022 and attached here for reference. All terms and conditions of this bid will remain in force during the period that the bid is active with a current expiration of June 30, 2023.

Please contact John Beck, Assistant Director of Transportation at (951) 765-5100 ext. 5810 for any follow-up questions or needs related to the implementation of this extension.

Please contact me via telephone at (951) 765-5100 ext. 5600 or email at: [dbray@hemetusd.org](mailto:dbray@hemetusd.org) if you have any questions related to the contract or this award letter.

Sincerely,

**Dawn Bray**  
Director of Purchasing



April 13, 2022

John Beck  
Assistant Director

Hemet Unified School District  
1791 West Acacia Ave.  
Hemet, CA 92545

Mr. Beck:

BusWest is submitting a one (1) year extension to the Hemet Unified School District bid# 061719 for school buses per item number 35 of the Instructions and Conditions of the bid document. These price adjustments, for each of the base bid prices for the approved optional items for the 81, 25 and 19+1 passenger school buses, are necessary because of the increased costs that have been passed on us by the manufacturer, Thomas Built Buses.

19+1 passenger bus, Minotour, base bid price by \$8,837 to \$83,730.00  
25 passenger bus, C2, base bid price by \$21,061 to \$156,785.00  
81 passenger bus, HDX, base bid price by \$25,644 to \$216,446.00

Thank you for considering our requests.

Sincerely,

Jim Bernacchi  
President

cc: Todd Franssen, BusWest

**Toll Free Sales (800) 458-9199    [www.buswest.com](http://www.buswest.com)**

**BUSWEST CARSON**  
21107 South Chico Street, Carson, CA 90745  
Main: (310) 984-3900 Fax: (310) 984-3992

**BUSWEST SACRAMENTO**  
210 N. East Street, Woodland, CA 95776  
Main: (424) 210-3020 Fax: (530) 406-1249

**BUSWEST FONTANA**  
10150 Cherry Ave, Fontana, CA 92335  
Main: (909) 770-5170 Fax: (909) 770-5139

**BUSWEST FRESNO**  
4337 N. Goldenstate Blvd, #101 Fresno, CA 93722  
Main: (310) 984-3927 Fax: (559) 277-0126

**BUSWEST HAWAII**  
110 Hanua Street, Suite 100 Kapolei, HI 96707  
Main: (808) 261-312

**BUSWEST LAS VEGAS**  
3701 Freightliner Drive, N. Las Vegas NV 89081  
Main: (800) 458-9199

**Regular Meeting of the Governing Board of the Hemet Unified School District  
Hemet USD  
May 03, 2022 5:30PM  
Professional Development Service Center Board Room, 1791 W. Acacia Ave.,  
Hemet, CA 92545 -- Closed Session 4:00 p.m. -- -- Open Session 5:30 p.m. --**

**A. Call to Order**

**B. Roll Call/Establishment of Quorum**

**C. Hearing Session - Opportunity to Address the Board**

**Quick Summary / Abstract:**

This is an opportunity for citizens to make suggestions, identify concerns, request information, or offer objective criticism about matters affecting the school district. The President invites anyone wishing to address the Board regarding any item, to do so at this time. If you wish to address the Board regarding an item on the agenda, you may do so now, or when the item appears on the agenda - prior to a vote being taken. To address the Board, please complete a Comments Card, located in the foyer area, and give it to the Superintendent's Executive Assistant. The President will call upon you during the Hearing Session or at the time the item appears on the agenda, as indicated on your Comments Card. When called upon, please give your name and then make your statement. You will be allowed a maximum of three minutes to address the Board. Individual speakers shall not give their time to another speaker.

**D. Announcement of Closed Session**

**E. Closed Session**

**E.1. To discuss negotiations with the Chief Negotiator, per Government Code 3549.1 and 54957.6**

**E.2. To discuss the employee items as listed, per Government Code 54957, 54957.6 and 3549.1; Public Employee Employment/Discipline/Dismissal/Release pursuant to Government Code 54957**

**E.3. To discuss Pupil Personnel Items as listed, per 49070 and 76232 of the Education Code; deliberations regarding the expulsion of students; reconsideration of inter- or intra-district transfer requests**

**E.4. To confer with the Real Property Negotiator, per Government Code 54956.8**

**E.5. To confer with legal counsel - anticipated/threatened litigation, per Government Code 54956.9**

**E.6. To discuss Certificated Personnel Assignment Order #CE 22-06 and Classified Personnel Assignment Order #CL 22-06**

**F. Reconvene to Open Session/Report Out from Closed if Needed**

**G. Pledge of Allegiance and Moment of Silence**

**G.1. The Pledge of Allegiance will be led by Katie Engel, 8th Grade Student at Dartmouth Middle School**

**H. Revision/Adoption/Ordering of Agenda**

**I. Public Relations**

**I.1. Recognition of Student Representatives to the Governing Board - Dr. Christi Barrett**



The cost of the proposal is not to exceed \$6,500 to be paid from site funds for the term of July 1, 2022 – June 30, 2024.

**Quick Summary / Abstract:**

July 1, 2022 – June 30, 2024, American Red Cross will provide services related to specific training such as First Aid/CPR, and Water Safety by utilizing HUSD employees that are certified by Red Cross as instructors as it pertains to coaches.

Financial Impact: Not to Exceed \$6,500

Funding Source: Site funds

**Attachments:**

American Red Cross Agmt

**M.21. Approval of BusWest Piggyback Option for New Buses**

**Speaker:**

Darrin Watters, Deputy Superintendent

**Rationale:**

Business Services requests approval to extend bid number 061719 with price adjustments listed in the attached extension letter as awarded to BusWest for the purchase of new buses on an as needed basis through June 30, 2023. Price adjustments are necessary due to the increased costs of manufacturing buses. This bid contains a piggyback clause which may be used by other public agencies as authorized by Public Contract Code 20118 and 206352.

**Quick Summary / Abstract:**

July 1, 2022 – June 30, 2023, BusWest's bid option will allow the purchase of new buses on an as-needed basis.

Financial Impact: As needed

Funding Source: 2022-2023 Transportation Budget

**Attachments:**

BusWest New Bus Extension Letter

**M.22. Approval of Agreement with DLR Group, Inc.**

**Speaker:**

Darrin Watters, Deputy Superintendent

**Rationale:**

Business Services requests approval of agreement with DLR Group, Inc. for architectural design services for the addition of one relocatable classroom for the Expanded Learning Opportunities Program (ELOP) at each of the following schools: Bautista Creek Elementary School, Cawston Elementary School, Fruitvale Elementary School, Harmony Elementary School, Hemet Elementary School, Jacob Wiens Elementary School, McSweeny Elementary School, Ramona Elementary School, Valle Vista Elementary School, Whittier Elementary School, and the Hemet Dual



**Christl Barrett, Ph.D.**  
Superintendent

**Darrin Watters**  
Deputy Superintendent  
**Tracy Chambers**  
Assistant Superintendent  
**Derek Jindra, Ed.D.**  
Assistant Superintendent  
**Jennifer Martin, Ed.D.**  
Assistant Superintendent

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**Governing Board**  
Stacey Bailey  
Rob Davis  
Megan Haley  
Iumanta Chaudhuri Saini, M.D.  
Vic Scavarda  
Patrick Searl  
Ross Valenzuela



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June 16, 2021

**BUSWEST**  
21107 S. Chico Street  
Carson, CA 90745  
Attn: Jim Bernacchi

Re: Extension of Bid 061719

Mr. Bernacchi:

At the Hemet Unified School District Governing Board meeting of July 16, 2019 the Governing Board approved the recommendation to award Hemet Unified School District bid number 061719 for new school buses to BusWest. On June 15, 2021 the Governing Board approved an extension of pricing with adjustments, as listed below, in this bid for the 2021/2022 fiscal year.

19+1 passenger bus, Minotour, base bid price by \$2,394 to \$74,893.00  
25 passenger bus, C2, base bid price by \$5,419 to \$135,724.00  
81 passenger bus, HDX, base bid price by \$6,214 to \$190,802.00

The award was for new buses based on pricing for specific buses as enumerated in the bid documents, and to be purchased on an as needed basis. All terms and conditions of this bid will remain in force during the period that the bid is active. The current award expires on June 30, 2022, and re-approval will be at the end of each fiscal year for a term up to four (4) additional years beginning 2021/2022.

There is also a piggyback clause included in this bid which will allow public agencies to adopt the results of this bid as-is.

If you have any questions, you may contact me at [mfogerty@hemetusd.org](mailto:mfogerty@hemetusd.org).

Sincerely,

Michael Fogerty  
Director of Transportation  
Internal & External



## **Hemet Unified School District Minutes**

### **Regular Meeting of the Governing Board of the Hemet Unified School District**

June 15, 2021 2:30 PM

Professional Development Service Center Board Room,  
1791 W. Acacia Ave., Hemet, CA 92545

-- Closed Session 2:30 p.m. --

-- Open Session 5:30 p.m. --

#### **Attendance Taken at 2:45 PM:**

##### Present:

Stacey Bailey

Dr. Sumanta Chaudhuri Saini

Rob Davis

Vic Scavarda

Patrick Searl

Ross Valenzuela

##### Absent:

Megan Haley

#### **A. Call to Order**

Minutes:

Mrs. Bailey called the meeting to order at 2:41 p.m.

#### **B. Roll Call/Establishment of Quorum**

Minutes:

A quorum was established.

Staff Present:

Dr. Christi Barrett, Superintendent

Darrin Watters, Deputy Superintendent

Tracy Chambers, Assistant Superintendent

Dr. Derek Jindra, Assistant Superintendent

Dr. Jennifer Martin, Assistant Superintendent

Christina Dunaway, Executive Assistant

**C. Hearing Session - Opportunity to Address the Board**

Minutes:

Mrs. Perlia Gomez addressed the Board regarding Hamilton Preschool.

**D. Announcement of Closed Session**

Minutes:

Mrs. Bailey moved the meeting to Closed Session at 2:48 p.m.

**E. Closed Session**

**E.1. To discuss the Superintendent's evaluation**

**E.2. To discuss negotiations with the Chief Negotiator, per Government Code 3549.1 and 54957.6**

**E.3. To discuss the employee items as listed, per Government Code 54957, 54957.6 and 3549.1; Public Employee Employment/Discipline/Dismissal/Release pursuant to Government Code 54957**

**E.4. To discuss Pupil Personnel Items as listed, per 49070 and 76232 of the Education Code; deliberations regarding the expulsion of students; reconsideration of inter- or intra-district transfer requests**

**E.5. To confer with the Real Property Negotiator, per Government Code 54956.8**

**E.6. To confer with legal counsel - anticipated/threatened litigation, per Government Code 54956.9**

**E.7. To discuss Certificated Personnel Assignment Order #CE 21-09 and Classified Personnel Assignment Order #CL 21-09**

**F. Reconvene to Open Session/Report Out from Closed if Needed**

Minutes:

Mrs. Bailey reconvened the meeting at 5:32 p.m. Dr. Barrett reported no action was taken in Closed Session.

**G. Pledge of Allegiance and Moment of Silence**

Minutes:

Mrs. Bailey led the Pledge of Allegiance which was followed by a moment of silence.

## **H. Revision/Adoption/Ordering of Agenda**

**Motion Passed:** The agenda was adopted as revised. Action Items L.10 and L.12 were pulled from the agenda by staff. Consent Items M.19 and M.20 pulled for individual consideration. Passed with a motion by Vic Scavarda and a second by Ross Valenzuela.

Yes Stacey Bailey

Yes Dr. Sumanta Chaudhuri Saini

Yes Rob Davis

Absent Megan Haley

Yes Vic Scavarda

Yes Patrick Searl

Yes Ross Valenzuela

## **I. Public Relations**

### **I.1. Good Apple Award - Dr. Derek Jindra, Assistant Superintendent**

Minutes:

Krystal Michel was present to receive her Good Apple Award.

## **J. Information/Discussion/Reports**

### **J.1. COVID Update - Dr. Christi Barrett, Superintendent**

Minutes:

Rebecca Shaneck, Pandemic Case Coordinator, gave an update on COVID.

### **J.2. Hold a Public Hearing for the 2021-2022 Local Control Accountability Plan (LCAP)**

Minutes:

Mrs. Bailey opened the Public Hearing at 5:55 pm. There were no speakers. The Public Hearing was closed at 5:56 pm.

### **J.3. Proposed 2021-2022 Local Control Accountability Plan (LCAP) - Tracy Chambers, Assistant Superintendent**

Minutes:

Mrs. Chambers and Dr. Alex Ballard presented the 2021-2022 LCAP.

### **J.4. Hold a Public Hearing for the 2021-2022 Budget**

Minutes:

Mrs. Bailey opened the Public Hearing at 6:40 pm. There were no speakers. The Public Hearing was closed at 6:41 pm.

### **J.5. 2021-2022 Budget Presentation - Darrin Watters, Deputy Superintendent**

Minutes:

Mr. Watters presented the 2021-2022 budget.

**K. Hearing Session - Opportunity to Address the Board**

Minutes:

Amy Martin addressed the Board regarding opening schools in the Fall with no restrictions.

Dr. Barrett read a statement from Monica Parsons regarding Hamilton Preschool program.

**L. Action Items**

**L.1. Approval of Revised 2021 Governing Board Calendar of Meetings**

**Motion Passed:** Approved as recommended. Passed with a motion by Patrick Searl and a second by Vic Scavarda.

- Yes Stacey Bailey
- Yes Dr. Sumanta Chaudhuri Saini
- Yes Rob Davis
- Absent Megan Haley
- Yes Vic Scavarda
- Yes Patrick Searl
- Yes Ross Valenzuela

**L.2. Approval to Update Authorized Signer**

**Motion Passed:** Approved as recommended. Passed with a motion by Ross Valenzuela and a second by Patrick Searl.

- Yes Stacey Bailey
- Yes Dr. Sumanta Chaudhuri Saini
- Yes Rob Davis
- Absent Megan Haley
- Yes Vic Scavarda
- Yes Patrick Searl
- Yes Ross Valenzuela

**L.3. Adoption of Resolution No. 2809 Pursuant to GASB 54 Regulations for the 2021-2022 Fiscal Year**

**Motion Passed:** Approved as recommended. Passed with a motion by Patrick Searl and a second by Rob Davis.

- Yes Stacey Bailey
- Yes Dr. Sumanta Chaudhuri Saini
- Yes Rob Davis
- Absent Megan Haley
- Yes Vic Scavarda
- Yes Patrick Searl
- Yes Ross Valenzuela

**L.4. Hold a Public Hearing for the 2021-2022 General Fund Reserve Balances**

Minutes:

Mrs. Bailey opened the Public Hearing at 7:33 p.m. There were no speakers. The Public Hearing was closed at 7:34 p.m.

**L.5. Adoption of Resolution No. 2808 to Commit General Fund Balances**

**Motion Passed:** Approved as recommended. Passed with a motion by Patrick Searl and a second by Ross Valenzuela.

Yes Stacey Bailey

Yes Dr. Sumanta Chaudhuri Saini

Yes Rob Davis

Absent Megan Haley

Yes Vic Scavarda

Yes Patrick Searl

Yes Ross Valenzuela

**L.6. Conduct Combined Public Hearings Regarding Proposed CFD No. 2021-5 and Improvement Areas thereof, the Proposed Levy of Special Taxes of CFD No. 2021-5, and the Authorization of Incurring Bonded Indebtedness of CFD No. 2021-5 of Hemet Unified School District**

Minutes:

Mrs. Bailey opened the Public Hearing at 7:34 p.m. There were no speakers. The Public Hearing was closed at 7:35 p.m.

**L.7. Adoption of Resolution No. 2804 of the Governing Board of the Hemet Unified School District Determining the Validity of Prior Proceedings, Establishing Community Facilities District No. 2021-5 of the Hemet Unified School District and Improvement Areas Thereof, Authorizing the Levy of Special Taxes Within Improvement Areas of Community Facilities District No. 2021-5, Establishing an Appropriations Limit, Making Certain Findings, Calling an Election, and Taking Related Actions**

**Motion Passed:** Approved as recommended. Passed with a motion by Patrick Searl and a second by Ross Valenzuela.

Yes Stacey Bailey

Yes Dr. Sumanta Chaudhuri Saini

Yes Rob Davis

Absent Megan Haley

Yes Vic Scavarda

Yes Patrick Searl

Yes Ross Valenzuela

**L.8. Adoption of Resolution No. 2823 to Accept Claim**

**Motion Passed:** Approved as recommended. Passed with a motion by Rob Davis and a second by Patrick Searl.

- Yes Stacey Bailey
- Yes Dr. Sumanta Chaudhuri Saini
- Yes Rob Davis
- Absent Megan Haley
- Yes Vic Scavarda
- Yes Patrick Searl
- Yes Ross Valenzuela

**L.9. Declaration of Need for Fully Qualified Educators**

**Motion Passed:** Approved as recommended. Passed with a motion by Patrick Searl and a second by Rob Davis.

- Yes Stacey Bailey
- Yes Dr. Sumanta Chaudhuri Saini
- Yes Rob Davis
- Absent Megan Haley
- Yes Vic Scavarda
- Yes Patrick Searl
- Yes Ross Valenzuela

**L.10. Adoption of Resolution No. 2813 Pertaining to a Layoff of a Classified Employee**

Minutes:  
Item pulled from the agenda by staff.

**L.11. Adoption of Resolution No. 2814 Pertaining to a Layoff of a Vacant Classified Position**

**Motion Passed:** Approved as recommended. Passed with a motion by Rob Davis and a second by Dr. Sumanta Chaudhuri Saini.

- Yes Stacey Bailey
- Yes Dr. Sumanta Chaudhuri Saini
- Yes Rob Davis
- Absent Megan Haley
- Yes Vic Scavarda
- Yes Patrick Searl
- Yes Ross Valenzuela



**L.12. Adoption of Resolution No. 2815 Pertaining to a Reduction in Hours of a Classified Employee**

Minutes:

Item pulled from the agenda by staff.

**L.13. Adoption of Resolution No. 2822 Pertaining to a Layoff of Three Vacant Classified Positions**

**Motion Passed:** Approved as recommended. Passed with a motion by Rob Davis and a second by Patrick Searl.

Yes Stacey Bailey

Yes Dr. Sumanta Chaudhuri Saini

Yes Rob Davis

Absent Megan Haley

Yes Vic Scavarda

Yes Patrick Searl

Yes Ross Valenzuela

**M. Consent Items**

**Motion Passed:** Consent Items M.1-18, M.21-50 approved as recommended by Master Motion. Passed with a motion by Patrick Searl and a second by Rob Davis.

Yes Stacey Bailey

Yes Dr. Sumanta Chaudhuri Saini

Yes Rob Davis

Absent Megan Haley

Yes Vic Scavarda

Yes Patrick Searl

Yes Ross Valenzuela

**M.1. Approval of Minutes May 18, 2021 Regular Meeting and June 2, 2021 Study Session**

Minutes:

Approved as recommended.

**M.2. Approval of Agreement with California Department of Education California State Preschool Program**

Minutes:

Approved as recommended.

**M.3. Approval of Agreement with California Department of Education California State Preschool Prekindergarten and Family Literacy Program**

Minutes:

Approved as recommended.

**M.4. Approval at First Reading of New Courses of Study Recommended for Adoption**

Minutes:

Approved as recommended.

**M.5. Approval at Second and Final Reading and Adoption of New Courses of Study**

Minutes:

Approved as recommended.

**M.6. Approval of Second and Final Reading and Adoption Recommended Textbooks**

Minutes:

Approved as recommended.

**M.7. Approval of Intent to Apply for the Career Technical Education Incentive Grant**

Minutes:

Approved as recommended.

**M.8. Approval of Intent to Apply for the Career Technical Education Carl D. Perkins Career and Technical Education Grant**

Minutes:

Approved as recommended.

**M.9. Approval of Agreement with Michelle Abraczinskas, Ph.D.**

Minutes:

Approved as recommended.

**M.10. Approval of Agreement with Collaborative Learning Solutions**

Minutes:

Approved as recommended.

**M.11. Approval of Agreement with Edge Foundation (2021-2022)**

Minutes:

Approved as recommended.

**M.12. Approval of Agreement with Heather Kennedy, Ph.D., MPH**

Minutes:

Approved as recommended.

**M.13. Approval of Agreement with Mariah Kornbluh, Ph.D.**

Minutes:

Approved as recommended.

**M.14. Approval of Agreement with the PCE Solutions**

Minutes:

Approved as recommended.

**M.15. Approval of Agreement with RaaWee K12 Solutions**

Minutes:

Approved as recommended.

**M.16. Approval of Revised Interdistrict Attendance Agreement between Escondido Union School District and Hemet Unified School District**

Minutes:

Approved as recommended.

**M.17. Approval of Revised Interdistrict Attendance Agreement between Vista Unified School District and Hemet Unified School District**

Minutes:

Approved as recommended.

**M.18. Approval of Purchases/Encumbrances**

Minutes:

Approved as recommended.

**M.19. Approval of Donations to the District**

Minutes:

Approved as recommended.

**Motion Passed:** Approved as recommended. Passed with a motion by Patrick Searl and a second by Rob Davis.

Yes Stacey Bailey

Yes Dr. Sumanta Chaudhuri Saini

Yes Rob Davis

Absent Megan Haley

Yes Vic Scavarda

Yes Patrick Searl

Yes Ross Valenzuela

**M.20. Approval of the Triennial Assessment of Wellness Policy**

Minutes:

Approved as recommended.

**Motion Passed:** Approved as recommended. Passed with a motion by Patrick Searl and a second by Stacey Bailey.

Yes Stacey Bailey

Yes Dr. Sumanta Chaudhuri Saini

Yes Rob Davis

Absent Megan Haley

Yes Vic Scavarda

Yes Patrick Searl

Yes Ross Valenzuela

**M.21. Approval of Amendment No. 2 to Agreement with Keenan & Associates**

Minutes:

Approved as recommended.

**M.22. Approval of Renewal Agreement with Total Compensation Systems, Inc.**

Minutes:

Approved as recommended.

**M.23. Approval of Agreement with LNL Property Service**

Minutes:

Approved as recommended.

**M.24. Approval of Miracle Recreation Equipment Co. CMAS (California Multiple Award Schedule)**

Minutes:

Approved as recommended.

**M.25. Approval of Agreement with Troxell Communications**

Minutes:

Approved as recommended.

**M.26. Approval of Notice of Completion (NOC) for the Hamilton High School Quad Turf Installation**

Minutes:

Approved as recommended.

**M.27. Ratification of Agreement with Hemet Estates Affordable LP**

Minutes:

Approved as recommended.

**M.28. Ratification of Agreement with Hemet Vistas 1&2R Partners LP**  
Minutes:  
Approved as recommended.

**M.29. Approval of Agreement Extension for Paper Goods from Bid #2019-20 PAPER**  
Minutes:  
Approved as recommended.

**M.30. Approval of Agreement Extension for Bakery Items from Bid #2019-20 BAKERY**  
Minutes:  
Approved as recommended.

**M.31. Approval of Agreement Renewal with Clover Enterprises, Inc.**  
Minutes:  
Approved as recommended.

**M.32. Approval of Agreement Extension for Dairy Foods with Hollandia Dairy Bid #2020-21-01**  
Minutes:  
Approved as recommended.

**M.33. Approval of Agreement Extension for Frozen and Refrigerated Items from Bid #2019-20 FRZN**  
Minutes:  
Approved as recommended.

**M.34. Approval of Agreement Extension for USDA Food and Commercial Equivalents from Bid #2019-20 USF**  
Minutes:  
Approved as recommended.

**M.35. Approval to Award Various Agreements for Invitation for Bid #2021-22-01 for Fruits and Vegetables**  
Minutes:  
Approved as recommended.

**M.36. Approval to Award Various Agreements for Invitation for Bid #2021-2-02 for Dry Goods**  
Minutes:  
Approved as recommended.

**M.37. Approval of BusWest Piggyback Option for New Buses**  
Minutes:  
Approved as recommended.

**M.38. Approval of BusWest Piggyback Option for Used Buses**

Minutes:

Approved as recommended.

**M.39. Approval of Agreement Renewal with Buckhorn Camp**

Minutes:

Approved as recommended.

**M.40. Approval of Agreement Renewal with California Department of Education (CDE)**

Minutes:

Approved as recommended.

**M.41. Approval of Agreement with Ronald McDonald House Charities of Southern California (RMHCSC)**

Minutes:

Approved as recommended.

**M.42. Approval of Agreement Renewal with Temecula Valley Unified School District**

Minutes:

Approved as recommended.

**M.43. Approval of Certificated Personnel Assignment Order No. CE 21-09**

Minutes:

Approved as recommended.

**M.44. Approval of Classified Personnel Assignment Order No. CL 21-09**

Minutes:

Approved as recommended.

**M.45. Approval of The Student Teacher Agreement with University of California, Riverside**

Minutes:

Approved as recommended.

**M.46. Approval of the Teacher Internship Credential Program Agreement with the Regents of the University of California, Riverside**

Minutes:

Approved as recommended.

**M.47. Approval of Agreement with Point Loma Nazarene University**

Minutes:

Approved as recommended.

**M.48. Approval of Student Teaching/Clinical Practice Agreement with Point Loma Nazarene University.**

Minutes:

Approved as recommended.

**M.49. Second and Final Reading and Adoption of Revised Governing Board Policies, per CSBA Recommendations**

Minutes:

Approved as recommended.

**M.50. Second and Final Reading and Adoption of Revised Governing Board Policies, per CSBA Recommendations**

Minutes:

Approved as recommended.

**N. Information/Discussion/Reports**

**N.1. Informational Report for the Head Start/California State Preschool Programs (CSPP)-Child outcomes of DRDP-2015 Assessments for Spring 2021**

Minutes:

Received Head Start and State Preschool report.

**N.2. Informational Report for the Head Start/California State Preschool Programs (CSPP)-Parent Survey Results Spring 2021**

Minutes:

Received Head Start and State Preschool report.

**N.3. Receipt and First Reading of Revised Governing Board Policy, per CSBA Recommendations**

Minutes:

Received Governing Board Policy.

**N.4. Receipt and First Reading of Revised Governing Board Policies, per CSBA Recommendations**

Minutes:

Received Governing Board Policies.

**N.5. Receipt and First Reading of Revised Governing Board Policy, per Staff Recommendations**

Minutes:

Received Governing Board Policy.

## **O. Legislative Body of the Community Facilities District**

### **O.1. Deconvene the Regular Governing Board Meeting and Convene as the Legislative Body of the Community Facilities District**

Minutes:

Mrs. Bailey deconvened the regular Governing Board Meeting and convened the Legislative Body of the CFD at 7:48 p.m.

### **O.2. Adoption of Resolution No. 2805 of the Governing Board of the Hemet Unified School District, Acting as the Legislative Body of Community Facilities District No. 2021-5 of the Hemet Unified School District, Determining the Necessity to Incur Bonded Indebtedness in an Aggregate Principal Amount Not to Exceed \$22,000,000 for Community Facilities District No. 2021-5 of the Hemet Unified School District and Calling a Special Election**

**Motion Passed:** Approved as recommended. Passed with a motion by Patrick Searl and a second by Rob Davis.

Yes Stacey Bailey

Yes Dr. Sumanta Chaudhuri Saini

Yes Rob Davis

Absent Megan Haley

Yes Vic Scavarda

Yes Patrick Searl

Yes Ross Valenzuela

### **O.3. Conduct Special Tax and Bond Election and Receive Results of Election for CFD No. 2021-5 of the Hemet Unified School District**

Minutes:

Mr. Watters read the results of the election for CFD No. 2021-5. All were yes votes.



**O.4. Adoption of Resolution No. 2806 of the Governing Board of the Hemet Unified School District, Acting as the Legislative Body of Community Facilities District No. 2021-5 of the Hemet Unified School District, Canvassing the Results of the Elections Held With Respect to the Improvement Areas of Community Facilities District No. 2021-5 of the Hemet Unified School District**

**Motion Passed:** Approved as recommended. Passed with a motion by Rob Davis and a second by Ross Valenzuela.

Yes Stacey Bailey  
Yes Dr. Sumanta Chaudhuri Saini  
Yes Rob Davis  
Absent Megan Haley  
Yes Vic Scavarda  
Yes Patrick Searl  
Yes Ross Valenzuela

**O.5. Conduct the First Reading of Ordinance No. CFD-18 of the Hemet Unified School District Authorizing the Levy of a Special Tax within Community Facilities District No. 2021-5 of the Hemet Unified School District**

**Motion Passed:** Conducted the First Reading of Ord. No. CFD-18 by the reading of the title only as requested by Rob Davis. Passed with a motion by Patrick Searl and a second by Rob Davis.

Yes Stacey Bailey  
Yes Dr. Sumanta Chaudhuri Saini  
Yes Rob Davis  
Absent Megan Haley  
Yes Vic Scavarda  
Yes Patrick Searl  
Yes Ross Valenzuela

**O.6. Adoption of Resolution No. 2786 and Authorization of Special Tax Levy for Community Facilities Districts for the 2021-2022 Fiscal Year**

**Motion Passed:** Approved as recommended. Passed with a motion by Rob Davis and a second by Vic Scavarda.

Yes Stacey Bailey  
Yes Dr. Sumanta Chaudhuri Saini  
Yes Rob Davis  
Absent Megan Haley  
Yes Vic Scavarda  
Yes Patrick Searl  
Yes Ross Valenzuela

**O.7. Deconvene as the Legislative Body of the Community Facilities District and Reconvene the Regular Governing Board Meeting**

Minutes:

Mrs. Bailey deconvened the Legislative Body of the CFD at 7:53 p.m.

**P. Items from the Governing Board**

Minutes:

Mr. Davis stated he attended Alessandro and Hemet HS graduations and thanked staff for making them memorable events. He thanked staff for the presentations. He thanked Mr. Scavarda and Mr. Searl for recognizing the donations and wellness policy. He asked that the Board consider a subcommittee to reach out for legal guidance regarding State mandates regarding COVID and possibly doing a resolution regarding State guidance.

Mr. Valenzuela stated he heard West Valley and Tahquitz graduations were successful events. He thanked Mrs. Martin for her commitment to her children's education. He congratulated all graduates.

Mr. Searl stated staff worked hard to make graduations special. He stated that he says each year at this time how important the June Board meetings are due to the decisions that are made on the budget and LCAP for the upcoming year.

Dr. Chaudhuri Saini thanked staff for their presentations. She stated we are all waiting to hear what County Public Health has to say and believes the director makes evidence based and informative decisions. She stated that if there is a subcommittee regarding State mandates, she would like to be a part of the committee.

Mr. Scavarda stated he attended Idyllwild's 8th grade drive thru graduation. He stated he is hoping for a desirable outcome on the upcoming CAL OSHA decision regarding COVID-19 restrictions.

Mrs. Bailey stated she appreciated the presentations. She attended Alessandro and Hemet HS graduations. She thanked the audience for attending the meeting.

**Q. Items from the Superintendent**

Minutes:

Dr. Barrett stated she appreciated the Board comments tonight and the reflection they provided to the audience and team. She stated in the spirit of opening next year, she appreciated the varying comments and that belief may not always align with what the District needs to do. She stated there are currently advocates for the District in Sacramento. She stated if the Board creates a subcommittee, it may assist as they move forward talking with the public. The District needs to balance the risk with the decisions. She stated the new Health Officer is an exception and seems to be in step with the County Supervisors and that the County level decisions

have to fall in line with State officials. She stated the District feels similar to the public who have expressed their concerns for next year. The District has planned and worked long days and hours alongside our labor partners during the Pandemic. She gave a shout out to the Ed Services team and Executive Cabinet for their work on the LCAP.

**R. Closed Session (if necessary)**

**S. Reconvene in Open Session/Report Out from Closed if Needed**

**T. Adjournment**

**Motion Passed:** Mrs. Bailey adjourned the meeting at 8:22 p.m. Passed with a motion by Ross Valenzuela and a second by Patrick Searl.

Yes Stacey Bailey

Yes Dr. Sumanta Chaudhuri Saini

Yes Rob Davis

Absent Megan Haley

Yes Vic Scavarda

Yes Patrick Searl

Yes Ross Valenzuela

**U. Future Meetings**

**U.1. Study Session of the Governing Board Tuesday, June 22, 2021; 3:00 p.m. Study Session to be held at the Professional Development Service Center Board Room, 1791 W. Acacia Ave., Hemet, CA 92545**

**U.2. Regular Meeting of the Governing Board Tuesday, June 22, 2021; Closed Session at 4:00 p.m.; Open Session at 5:30 p.m. Meeting to be held at the Professional Development Service Center Board Room, 1791 W. Acacia Ave., Hemet, CA 92545**

**U.3. Regular Meeting of the Governing Board Tuesday, July 20, 2021; Closed Session at 4:00 p.m.; Open Session at 5:30 p.m. Meeting to be held at the Professional Development Service Center Board Room, 1791 W. Acacia Ave., Hemet, CA 92545**

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President

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Vice President



**Christi Barrett, Ph.D.**  
Superintendent

**Darrin Watters**  
Deputy Superintendent  
**Tracy Chambers**  
Assistant Superintendent  
**Derek Jindra, Ed.D.**  
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**Governing Board**  
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Gene Hikel  
Vic Scavarda  
Patrick Searl  
Ross Valenzuela

[www.hemetusd.org](http://www.hemetusd.org)



[www.facebook.com/hemetunified](https://www.facebook.com/hemetunified)



[twitter.com/HemetUnified](https://twitter.com/HemetUnified)

June 24, 2020

BUSWEST

21107 S. Chico Street

Carson, CA 90745

Attn: Jim Bernacchi

Subject: Extension of Bid 061719

Mr. Bernacchi:

At the Hemet Unified School District Governing Board meeting of July 16, 2019 the Governing Board approved the recommendation to award Hemet Unified School District bid number 061719 for new school buses to BusWest. On June 23, 2020 the Governing Board approved an extension of the pricing, with no change, in this bid for the 2020/21 fiscal year.

The award was for new buses based on pricing for specific buses as enumerated in the bid documents, and to be purchased on an as needed basis. All terms and conditions of this bid will remain in force during the period that this bid is active. The current award expires on June 30, 2021, and re-approval will be at the end of each fiscal year for a term up to five (5) additional years beginning in 2020/21.

There is also a piggyback clause include in this bid which will allow public agencies to adopt the results of this bid as-is.

If you have any questions, you may contact me via email at [amcguire@hemetusd.org](mailto:amcguire@hemetusd.org)

Sincerely,

Andy McGuire

Director of Purchasing & Contracts



**Christi Barrett, Ph.D.**  
Superintendent

**Darrin Watters**  
Deputy Superintendent  
**Tracy Chambers**  
Assistant Superintendent  
**Derek Jindra, Ed.D.**  
Assistant Superintendent  
**Karen Valdes, Ed.D.**  
Assistant Superintendent

**Professional Development  
Service Center**  
1791 W. Acacia Avenue  
Hemet, CA 92545  
(951) 765-5100  
Fax: (951) 765-5115

**Professional Development  
Academy**  
2085 W. Acacia Avenue  
Hemet, CA 92545  
(951) 765-5100  
Fax: (951) 765-6421  
[www.hemetusd.org](http://www.hemetusd.org)

**Governing Board**  
Stacey Bailey  
Rob Davis  
Megan Haley  
Gene Hikel  
Vic Scavarda  
Patrick Searl  
Ross Valenzuela

July 22, 2019

**BUSWEST**  
21107 S. Chico Street  
Carson, CA 90745  
Attn: James Bernacchi

Subject: Award of Bid# 061719

Mr. Bernacchi:

At the Hemet Unified School District Governing Board meeting of July 16, 2019, the Governing Board approved the recommendation to award Hemet Unified School District bid number 061719 for new school buses to BusWest.

The award was for new buses based on pricing for specific buses as enumerated in the bid documents, and to be purchased on an as needed basis. All terms and conditions of this bid will remain in force during the period that this bid is active. The current award expires on June 30, 2020, and re-approval will be at the end of each fiscal year for a term up to six additional years beginning in 2019/20.

If you have any questions, you may contact me via email at [amcguire@hemetusd.org](mailto:amcguire@hemetusd.org)

Sincerely,

Andy McGuire  
Director of Purchasing & Contracts

**Regular Meeting of the Governing Board of the Hemet Unified School District  
Hemet USD**

**July 16, 2019 6:30PM**

**Professional Development Service Center Board Room, 1791 W. Acacia Ave.,  
Hemet, CA 92545 -- Closed Session 4:30 p.m. -- -- Open Session 6:30 p.m. --**

**A. Call to Order**

**Minutes:**

Mrs. Haley called the meeting to order at 4:30 p.m.

**B. Roll Call/Establishment of Quorum**

**Minutes:**

A quorum was established.

**Staff Present:**

Dr. Christi Barrett, Superintendent  
Darrin Watters, Deputy Superintendent  
Tracy Chambers, Assistant Superintendent  
Dr. Karen Valdes, Assistant Superintendent  
Dr. Derek Jindra, Assistant Superintendent  
Christina Dunaway, Executive Assistant

**C. Hearing Session - Opportunity to Address the Board**

**Quick Summary / Abstract:**

This is an opportunity for citizens to make suggestions, identify concerns, request information, or offer objective criticism about matters affecting the school district. The President invites anyone wishing to address the Board regarding any item, to do so at this time. If you wish to address the Board regarding an item on the agenda, you may do so now, or when the item appears on the agenda - prior to a vote being taken. To address the Board, please complete a Comments Card, located in the foyer area, and give it to the Superintendent's Executive Assistant. The President will call upon you during the Hearing Session or at the time the item appears on the agenda, as indicated on your Comments Card. When called upon, please give your name and then make your statement. You will be allowed a maximum of three minutes to address the Board. Individual speakers shall not give their time to another speaker.

**Minutes:**

There were no speakers.

**D. Announcement of Closed Session**

**Minutes:**

Mrs. Haley moved the meeting to Closed Session at 4:31 p.m.

**E. Closed Session**

**E.1. To discuss negotiations with the Chief Negotiator, per Government Code 3549.1 and 54957.6**

**E.2. To discuss the employee items as listed, per Government Code 54957, 54957.6 and 3549.1; Public Employee Employment/Discipline/Dismissal/Release pursuant to Government Code 54957**

**E.3. To discuss Pupil Personnel Items as listed, per 49070 and 76232 of**

Relocate a fence at Fruitvale -\$2,300

Replace a fence at Fruitvale - \$8,100

TOTAL: \$13,300

**Quick Summary / Abstract:**

2019-2020, Hemet Fence Corporation will perform fencing upgrades at the preschool playground areas at Fruitvale and Ramona Elementary Schools.

Financial Impact: \$13,300

Funding Source: RCOE Preschool Grant

**Minutes:**

Approved as recommended.

**Attachments:**

Hemet Fence Proposals

**M.60. Approval to Purchase Playground Equipment from Miracle Recreation Equipment Company**

**Speaker:**

Darrin Watters, Deputy Superintendent

**Rationale:**

Business Services requests approval to purchase playground equipment from Miracle Recreation Equipment Company based on preliminary conceptual plans for the preschool play area at Little Lake Elementary School in the amount not to exceed \$71,325 to be paid from the Riverside County Office of Education (RCOE) preschool grant.

**Quick Summary / Abstract:**

2019-2020, playground equipment will be purchased from Miracle Recreation Equipment Company for the preschool play area at Little Lake Elementary School.

Financial Impact: Not to Exceed \$71,325

Funding Source: RCOE Preschool Grant

**Minutes:**

Approved as recommended.

**Attachments:**

Miracle Recreation Equipment

**M.61. Approval to Award Bid to BusWest for the Purchase of New School Buses**

**Speaker:**

Darrin Watters, Deputy Superintendent

**Rationale:**

Business Services requests approval to accept bid number 061719 from BusWest for the purchase of new buses on an as needed basis through

June 30, 2020 according to attached pricing sheet. This bid contains a piggyback clause that may be used by other public agencies as authorized by Public Contract Code 20118 and 206352.

All Bids adhered to the District's procedure for formal sealed bids including advertisement.

**Quick Summary / Abstract:**

July 1, 2019 – June 30, 2020, BusWest's bid option will allow the purchase of new buses on an as-needed basis.

Financial Impact: As needed

19+1 Passenger Bus Base Price \$77,923.04

24+1 Passenger Bus Base Price \$140,795.81

81 Passenger Bus Base Price \$200,826.08

Funding Source: Transportation Budget

**Minutes:**

Approved as recommended.

**Attachments:**

BusWest Bid Form

**M.62. Approval of Agreement with Buckhorn Camp Inc.**

**Speaker:**

Darrin Watters, Deputy Superintendent

**Rationale:**

Business Services requests approval of the agreement with Buckhorn Camp Inc. to provide on call/as needed emergency transportation services for the term July 17, 2019 – June 30, 2021 for \$89 per hour, per driver; \$1,200 administrative fee.

**Quick Summary / Abstract:**

July 17, 2019 – June 30, 2021, the Transportation Department will provide on call/as needed emergency transportation services to Buckhorn Camp Inc.

Financial Impact: \$89 per hour, per driver; \$1,200 administrative fee.

Funding Source: 2019-2020, 2020-2021 Income to Fund 63

**Minutes:**

Approved as recommended.

**Attachments:**

Buckhorn Camp Emergency Agreement 2019-2021

**M.63. Approval of Agreement Renewal with Idyllwild Arts Foundation**

**Speaker:**

Darrin Watters, Deputy Superintendent



Not necessary.

**R. Reconvene in Open Session/Report Out from Closed if Needed**

**Minutes:**

Not necessary.

**S. Adjournment**

**Actions:**

**Motion**

Mrs. Haley adjourned the meeting at 7:32 p.m.  
Passed with a motion by Stacey Bailey and a second by Ross Valenzuela.

**Vote:**

**Yes** Stacey Bailey.  
**Yes** Rob Davis.  
**Yes** Megan Haley.  
**Yes** Eugene Hikel.  
**Absent** Vic Scavarda.  
**Yes** Patrick Searl.  
**Yes** Ross Valenzuela.

**T. Future Meetings**

**T.1. Study Session of the Governing Board Tuesday, August 6, 2019, 3:00 p.m. Study Session to be held at the Professional Development Service Center Board Room, 1791 W. Acacia Ave., Hemet, CA 92545**

**T.2. Regular Meeting of the Governing Board Tuesday, August 6, 2019; Closed Session at 4:30 p.m.; Open Session at 6:30 p.m. Meeting to be held at the Professional Development Service Center Board Room, 1791 W. Acacia Ave., Hemet, CA 92545**

**T.3. Regular Meeting of the Governing Board Tuesday, August 20, 2019; Closed Session at 4:30 p.m.; Open Session at 6:30 p.m. Meeting to be held at the Professional Development Service Center Board Room, 1791 W. Acacia Ave., Hemet, CA 92545**

**Disability Information:**

In compliance with the Americans with Disabilities Act, if you need special assistance, disability-related modifications or accommodations, including auxiliary aids or services, in order to participate in the public meetings of the District's governing board, please contact the office of the District Superintendent at (951)765-5100. ----- Notification 72 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accommodation and accessibility to this meeting. Upon request, the District shall also make available this agenda and all other public records associated with this meeting in appropriate alternative formats for persons with a disability.

**7/16/2019 4:30:00 PM ( Original )**

Present Stacey Bailey  
Present Rob Davis  
Present Megan Haley  
Present Eugene Hikel  
Absent Vic Scavarda  
Present Patrick Searl  
Absent Ross Valenzuela

**7/16/2019 4:45:00 PM**

Present Ross Valenzuela

**Regular Meeting of the Governing Board of the Hemet Unified School District  
Hemet USD**

**August 06, 2019 6:30PM**

**Professional Development Service Center Board Room, 1791 W. Acacia Ave.,  
Hemet, CA 92545 -- Closed Session 4:30 p.m. -- -- Open Session 6:30 p.m. --**

**A. Call to Order**

**B. Roll Call/Establishment of Quorum**

**C. Hearing Session - Opportunity to Address the Board**

**Quick Summary / Abstract:**

.....  
This is an opportunity for citizens to make suggestions, identify concerns, request information, or offer objective criticism about matters affecting the school district. The President invites anyone wishing to address the Board regarding any item, to do so at this time. If you wish to address the Board regarding an item on the agenda, you may do so now, or when the item appears on the agenda - prior to a vote being taken. To address the Board, please complete a Comments Card, located in the foyer area, and give it to the Superintendent's Executive Assistant. The President will call upon you during the Hearing Session or at the time the item appears on the agenda, as indicated on your Comments Card. When called upon, please give your name and then make your statement. You will be allowed a maximum of three minutes to address the Board. Individual speakers shall not give their time to another speaker.

**D. Announcement of Closed Session**

**E. Closed Session**

**E.1. To discuss negotiations with the Chief Negotiator, per Government Code 3549.1 and 54957.6**

**E.2. To discuss the employee items as listed, per Government Code 54957, 54957.6 and 3549.1; Public Employee Employment/Discipline/Dismissal/Release pursuant to Government Code 54957**

**E.3. To discuss Pupil Personnel Items as listed, per 49070 and 76232 of the Education Code; deliberations regarding the expulsion of students; reconsideration of inter- or intra-district transfer requests**

**E.4. To confer with the Real Property Negotiator, per Government Code 54956.8**

**E.5. To confer with legal counsel - anticipated/threatened litigation, per Government Code 54956.9**

**E.6. To discuss Certificated Personnel Assignment Order #CE 19-11 and Classified Personnel Assignment Order #CL 19-11**

**F. Reconvene to Open Session/Report Out from Closed if Needed**

**G. Pledge of Allegiance and Moment of Silence**

**H. Revision/Adoption/Ordering of Agenda**

**I. Public Relations**

**J. Information/Discussion/Reports**

**J.1. Discuss District Resolution Opposing SB 328**

**Speaker:**

.....  
Dr. Christy Barrett, Superintendent



Assignment Order will become part of the minutes.

**Quick Summary / Abstract:**

Approval of Certificated Personnel Assignment Order No. CE 19-11.

**Attachments:**

08.06.19 CE PAO

**M.23. Approval of Classified Personnel Assignment Order No. CL 19-11**

**Speaker:**

Dr. Derek Jindra, Assistant Superintendent

**Rationale:**

The Governing Board will review Classified Personnel Assignment Order No. CL 19-11 and any addenda or modifications and take action in Open Session to approve/disapprove any items. The Classified Personnel Assignment Order will become part of the minutes.

**Quick Summary / Abstract:**

Approval of Classified Personnel Assignment Order No. CL 19-11.

**Attachments:**

08.06.19 CL PAO

**N. Information/Discussion/Reports**

**O. Items from the Governing Board**

**P. Items from the Superintendent**

**Q. Closed Session (if necessary)**

**R. Reconvene in Open Session/Report Out from Closed if Needed**

**S. Adjournment**

**T. Future Meetings**

**T.1. Regular Meeting of the Governing Board Tuesday, August 20, 2019; Closed Session at 4:30 p.m.; Open Session at 6:30 p.m. Meeting to be held at the Professional Development Service Center Board Room, 1791 W. Acacia Ave., Hemet, CA 92545**

**T.2. Regular Meeting of the Governing Board Tuesday, September 3, 2019; Closed Session at 4:30 p.m.; Open Session at 6:30 p.m. Meeting to be held at the Professional Development Service Center Board Room, 1791 W. Acacia Ave., Hemet, CA 92545**

**Disability Information:**

In compliance with the Americans with Disabilities Act, if you need special assistance, disability-related modifications or accommodations, including auxiliary aids or services, in order to participate in the public meetings of the District's governing board, please contact the office of the District Superintendent at (951)765-5100. ---- Notification 72 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accommodation and accessibility to this meeting. Upon request, the District shall also make available this agenda and all other public records associated with this meeting in appropriate alternative formats for persons with a disability.

**Published: August 2, 2019, 2:28 PM**

# Advertising Order Confirmation

# The Press Enterprise

Ad Order Number  
0011282252

Sales Representative  
Nick Eller

Order Taker  
Nick Eller

Order Source  
Select Source

Customer  
HEMET USD PURCHASING DEPT.

Customer Account  
5209299

Customer Address  
1791 WACACIA AVE  
HEMET, CA 92545

Customer Phone  
951-765-5100

Payor Customer  
HEMET USD PURCHASING DEPT.

Payor Account  
5209299

Payor Address  
1791 WACACIA AVE  
HEMET, CA 92545

Payor Phone  
951-765-5100

PO Number

Ordered By  
Andy McGuire

Customer Fax

Customer Email

Current Queue  
Ready

Tear Sheets  
0

Affidavits  
0

Blind Box

Promo Type

Special Pricing

Ad Number  
0011282252-01

Color

Production Color

Ad Attributes

Production Method  
AdBooker

Production Notes

External Ad Number

Pick Up

Ad Type  
Legal Liner

Released for Publication

HEMET UNIFIED SCHOOL DISTRICT  
1791 West Acacia Ave.  
Hemet, Ca. 92545

NOTICE TO VENDORS CALLING FOR BIDS  
SCHOOL BUSES  
BID #: 061719

NOTICE IS HEREBY GIVEN that the Hemet Unified School District of Riverside County, State of California, acting by and through its Governing Board, hereafter referred to as the "District", will receive up to, but not later than 10:00.00 A.M., on Monday, July 8, 2019, sealed bids for the purchase of school buses on an as needed basis.

Bids shall be received at:  
Purchasing Department  
Hemet Unified School District  
1791 West Acacia Ave.  
Hemet, Ca. 92545

A ten percent (10%) bid bond will be required for this bid.

Each bid must conform and be responsive to the Contract Documents, which are on file for examination at <https://go.gd/UDVv>. The School District reserves the right to accept or reject any and all bids and to waive any irregularities or informalities in the bids or in the bidding process.

BY ORDER OF THE GOVERNING BOARD  
Andy McGuire  
Director of Purchasing  
Hemet Unified School District

6/7/19 4:24

Product  
PE Riverside:Full Run

Requested Placement  
Legals CLS

Requested Position  
General - 1078~

Run Dates  
06/17/19, 06/24/19

# Inserts  
2

## Order Charges:

Net Amount  
388.80

Tax Amount  
0.00

Total Amount  
388.80

Payment Amount  
0.00

Amount Due  
\$388.80







July 03, 2019

Purchasing Department  
Hemet Unified School District  
1791 W. Acacia Ave  
Hemet, CA 92545

Subject: School Buses Bid# 061719

To whom it may concern:

It is with great pleasure that BUSWEST submits this formal bid to Hemet Unified School District.

You will find our Proposal (bid) complete in its entirety, and in compliance with your bid instructions.

We look forward to working with Hemet Unified School District and appreciate the opportunity to compete for your business.

Sincerely,

James P. Bernacchi  
President

Toll Free Sales (800) 458-9199 [www.buswest.com](http://www.buswest.com)

**BUSWEST CARSON**  
21107 South Chico Street, Carson, CA 90745  
Main: (310) 984-3900 Fax: (310) 984-3992

**BUSWEST SACRAMENTO**  
210 N. East Street, Woodland, CA 95776  
Main: (424) 210-3020 Fax: (530) 406-1249

**BUSWEST FONTANA**  
10150 Cherry Ave, Fontana, CA 92335  
Main: (909) 770-5170 Fax: (909) 770-5139

**BUSWEST FRESNO**  
4337 N. Goldenstate Blvd, #101 Fresno, CA 93722  
Main: (310) 984-3927 Fax: (559) 277-0126

**BUSWEST HAWAII**  
110 Hanua Street, Suite 100 Kapolei, HI 96707  
Main: (808) 556-3212

**BUSWEST LAS VEGAS**  
3701 Freightliner Drive, N. Las Vegas NV 89081  
Main: (800) 458-9199

1793/2013

**HEMET UNIFIED SCHOOL DISTRICT  
SCHOOL BUSES  
BID# 061719**



**HEMET UNIFIED SCHOOL DISTRICT  
1791 WEST ACACIA AVE.  
HEMET, CA. 92545**

**BID DUE DATE**

**JULY 8, 2019 AT 10:00:00 A.M.**

**Submit Bid To:**  
Andy McGuire  
Director of Purchasing  
Hemet Unified School District  
1791 W. Acacia Ave.  
Hemet, Ca. 92543

**REQUEST FOR BID**  
*(THIS IS NOT AN ORDER)*

**PROJECT: DISTRICT SCHOOL BUSES**

**BID: 061709**

**DUE: MONDAY, JULY 8, 2019**

**TIME: 10:00.00 A.M.**

---

The Governing Board of the Hemet Unified School District, 1791 W. Acacia Ave., Hemet, Ca. 92545, will receive sealed bids on or before Monday, July 8, 2019 at 10:00:00 A.M. per the following specifications. Before submitting a bid, the Bidder should read the Specifications and Form Agreement. Bidder is required to fully acquaint themselves with the conditions under which the work should have to be done.

Bids to be considered must be:

Returned in a sealed envelope, clearly marked with Vendor Name, Address, Date and Time Due, and Bid Number. Addressed to the Director of Purchasing, Hemet Unified School District, 1791 W. Acacia Ave., Hemet, Ca. 92545. Filed in the office of the Purchasing Department on or before the date and time designated.

**The District reserves the right to reject any and all bids, and to waive any informalities or irregularities in the bid or bid process.**

Congestion Mitigation Air Quality (CMAQ)

This bid meets all of the requirements for use of Congestion Mitigation Air Quality (CMAQ) funds. CMAQ requires funding to be used for Alternative Fuel Vehicles such as Compressed Natural Gas (CNG) vehicles. A Compressed Natural Gas vehicle is listed in the specifications section of this bid, and offered as an alternative to non-CNG fueled buses, making this bid acceptable for use with this funding.

**HEMET UNIFIED SCHOOL DISTRICT**  
1791 West Acacia Ave.  
Hemet, Ca. 92545-3637

**NOTICE TO VENDORS CALLING FOR BIDS**  
**SCHOOL BUSES**  
**BID #: 061719**

**NOTICE IS HEREBY GIVEN** that the Hemet Unified School District of Riverside County, State of California, acting by and through its Governing Board, hereafter referred to as the "District", will receive up to, but not later than 10:00.00 A.M., on **MONDAY, JULY 8, 2019** sealed bids for the award of school buses on an as needed basis.

**Bids shall be received at:** Purchasing Department  
Hemet Unified School District  
1791 W. Acacia Ave.  
Hemet, Ca. 92545-3637

**A ten percent (10%) bid bond will be required for this bid.**

**Each bid must conform and be responsive to the Contract Documents, which are on file for examination at the District Administrative Offices.**

**The School District reserves the right to accept or reject any and all bids and to waive any irregularities or informalities in the bids or in the bidding process.**

**No bidders may withdraw their bid for a period of Ninety(90) days after the date set for the opening of bids or after approval by the Hemet Unified School District Governing Board.**

**BY ORDER OF THE GOVERNING BOARD**  
Andy McGuire  
Director of Purchasing  
Hemet Unified School District

**Publish: June 17, 2019, and June 24, 2019**

## INSTRUCTIONS AND CONDITIONS - BID NUMBER 061719

### 1. PREPARATION OF BIDS

Bids must be submitted in ink or typewritten. Both unit price and extension (where applicable) for all line items must be shown where required on the bid form. Signature on bids must be in ink to be considered acceptable. Bid on each item separately. Prices should be stated in units specified hereon.

### 2. BID PRICES

All prices bid must be brands indicated or approved equal. If bidding alternate brands, manufacturers, equipment, sizes, colors, or other specifications, indicate the alternate on the specification forms. Bid each item separately. Prices must be stated in the unit it is specified. In case of discrepancy between the unit price and the extended price, the unit price will be considered correct.

### 3. BIDDERS SECURITY

Each bid must be accompanied by a certified or cashier's check or by a bid bond on the form supplied by the District, drawn in favor of the District in an amount not less than ten percent (10%) of the total bid. **Bonds must be "A" rated or better, as reflected in "Best's Key Rating Guide." All bond sureties must be admitted sureties licensed to do business in the State of California and must have a federal treasure listing in the Federal Register which equals or exceeds the bonding amount.** This check or bond shall be given as a guarantee that the bidder, if awarded the contract, will execute and deliver the contract documents. Such bid bond or check shall be held subject to payment to the District of the difference in money between the amount of the bidder's bid and the amount for which the District may legally contract with another party to perform the said work, together with the cost to the District of redrafting, redrawing, and publishing documents and papers necessary to obtain new bids on the said work. **For this bid, bidder's security shall be based on a value of \$100,000.00.**

### 4. BID FORM

Bids shall be made on the blank forms prepared and provided by the Hemet Unified School District. Bids shall give the prices proposed, both in writing and in figures, shall give all other information requested herein, and shall be signed by the bidder or authorized representative, with the appropriate address. If an individual makes the bid, his or her name, signature, and post office address must be shown. If a firm or partnership makes the bid, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the bid, the bid shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation, and the title of the person who signs on behalf of the corporation. If the corporation makes the bid, a certified copy of the bylaws or resolution of the board of directors of the corporation shall be furnished showing the authority of the officer signing the Bid to execute contracts on behalf of the corporation. Bid documents can be found at <https://goo.gl/dEUDvy>.

#### **5. DEADLINE, BID SUBMITTAL**

Bidders shall submit their bids by the "Bid Submittal Deadline". The "Bid Submittal Deadline", is shown on the Notice to Vendors form. The receiving time in the Purchasing Department will be the governing time for receipt of bids. Bidders shall submit their bids on or before July 8, 2019 "Time Due". The "Time Due" is shown on the Notice to Vendors form. The receiving time in the Purchasing Department will be the governing time for receipt of bids. Bids will not be opened or revealed before the time set for receipt.

#### **6. DISQUALIFICATION OF BIDDER**

If there is reason to believe that collusion exists among the bidders, the Hemet Unified school District may refuse to consider bids from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one bid for the same work unless alternate bids are called for. A person, firm, or corporation who has submitted a sub-Bid to a bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting a sub-Bid or quoting prices to other bidders. Reasonable ground for believing that any bidder is interested in more than one Bid for the same work will cause the rejection of all Bids for the work in which a bidder is interested.

#### **7. LATE BIDS**

Late bids will not be considered and will be returned to bidders unopened. It is the bidders' responsibility to ensure that their bids have sufficient time to be received by the Purchasing Department before bid opening.

#### **8. AWARD OF BID**

Bid award will be made to the lowest responsible and responsive bidder. The low bidder will be determined by the lowest responsible bid for the Total Base Bid that complies with all the requirements and specifications prescribed in the bid/contract documents. The District reserves the right to award a contract on an individual line item basis or a contract in whole. The District also reserves the right to make multiple awards or no award at all and further reserves the right to reject any and all bids and to waive any irregularity or discrepancy associated with this bid.

#### **9. BID ACCEPTANCE PERIOD**

Unless otherwise specified herein, prices are firm for a period of ninety- (90) days.

#### **10. BID WITHDRAWAL**

A bidder may withdraw any bid he/she has submitted at any time prior to the hour set for the closing of the bids provided the request for withdrawal is signed in a manner identical with the Bid being withdrawn. No withdrawal or modification will be permitted after the hour designated for closing of bids.

#### **11. BID PROTESTS**

Bidders may file a bid protest with the Director of Purchasing before award of contract to any vendor. The bidder must include in their protest a detailed explanation of the protest, proof that such protest is valid, supporting documentation as to why the protest should be reviewed, and the action that the

vendor feels should be taken. Bid protests must be received no later than five (5) calendar days after the bid opening. The District will review all documentation received from the vendor filing the protest and make a decision on the validity of the protest. The District's decision shall be final.

Any bidder submitting a Bid Proposal may file a protest of the district's intent to award the Contract provided that each and all of the following conditions are met:

1. The protest must be submitted in writing to the district (email is not acceptable) before 4 p.m. of the fifth business day following bid opening.
2. The initial protest document must contain a complete statement of any and all Basis for the protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence.
3. The protest must refer to the specific portions of all documents which form the basis for the protest.
4. The protest must include the name, address and telephone number of the person representing the protesting party.
5. Any bid protest not conforming to the foregoing shall be rejected by the district as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the district's Assistant Superintendent, Business Services, or such individual(s) as may be designated by him/her, shall review and evaluate the basis of the bid protest. Either the district's Assistant Superintendent, Business Services or other individual designated by him/her shall provide the bidder submitting the bid protest with a written statement concurring with or denying the bid protest within 30 working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem.
6. The district's Board will render a final determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of a bid award as reflected in the written statement of the Assistant Superintendent, Business Services or his/her designee. Action by the district's Board relative to a bid award shall be final and not subject to appeal or reconsideration by the district, any employee or officer of the district or the district's Board.
7. The rendition of a written statement by the Assistant Superintendent, Business Services (or his/her designee) and action by the district's Board to adopt, modify or reject the disposition of the bid award reflected in such written statement shall be express conditions precedent to the institution of any legal or equitable proceedings relative to the bidding process, the district's intent to award the Contract, the district's disposition of any bid protest or the

district's decision to reject all Bids.

8. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

## 12. OPTIONS

There are optional items included with this bid. Vendors are required to include a price for the option and a minimum quantity, if necessary. It is mandatory that vendors must bid on the optional items listed. If your company does not provide a specific option, vendors are required to place an "No Bid" in the box next to the item or provide an alternative product that meets or exceeds the specifications requested. It is the responsibility of the vendor to prove equivalency of the product.

## 13. EQUAL PRODUCTS

The use of a name or part numbers of a manufacturer, or any special brand or make, in describing a product does not restrict bidders to that manufacturer or specific product. An equal of the named product will always be given due consideration. The "or equal" product must be equal or better in quality, utility and all other requirements to the manufacturers or brands the District has specified. Bidders must note the product on their bids and provide sufficient evidence proving equivalency to the District. If a make, brand or manufacturer is not stated, it is understood that the specific product has been bid on. Each bidder must prove equivalency to the District by providing specifications, testing data, strength tests, engine tests etc. of their product. A brochure or letter does not satisfy proof of equivalency.

## 14. EVIDENCE OF RESPONSIBILITY

Upon the request of the District, a bidder shall submit promptly to the District or its designee, satisfactory evidence showing the bidder's financial resources, the bidder's experience in performing the type of contract required by the District, the bidder's organization available for the performance of the contract, and any other required evidence of the bidder's qualifications to perform the proposed contract. The District may consider such evidence before making its decision awarding the proposed contract. Failure to submit evidence of the bidder's responsibility to perform the proposed contract may result in rejection of the bid.

## 15. QUESTIONS

All questions regarding specifications will be addressed to Mr. Michael Fogerty, Director of Transportation at [mfogerty@hemetUSD.org](mailto:mfogerty@hemetUSD.org). All questions regarding the bid, documents, discrepancies, omissions, or interpretation shall be submitted by **email only** to Andy McGuire, Director of Purchasing at [amcguire@hemetUSD.org](mailto:amcguire@hemetUSD.org). No questions will be received after June 26, 2019.



#### 16. ERRORS AND CORRECTIONS

No erasures permitted. Mistakes may be crossed out and corrections made adjacent but must be initialed in ink by person signing bid. Verify your bids before submission as they cannot be withdrawn or corrected after being opened.

#### 17. SUBSTITUTIONS AND SAMPLES

All items bid must conform to the specifications set forth in these bid documents. The District reserves the right to reject all bids that do not conform to the specifications. When bidding on brands other than those specified, the Bidder must state on the bid the brand, quality, model number, or other trade designation on each item bid other than "as specified". See the attached documents for requirements regarding samples and/or detailed specification sheets. At a minimum, descriptive technical literature fully describing the claimed "or equal" product must be attached to the bid. Suitability and valuation of "equals" rests in the sole discretion of the District. Where samples are requested they must be furnished free. Samples will be returned at bidder's expense provided a request accompanies the samples and provided further that samples are not destroyed by tests.

#### 18. SALES TAX

Do not include California State Sales or Use Taxes in unit prices. Do not include or add Federal Excise Tax as the District is exempt. The local Hemet Sales Tax is enumerated separately on bid form. Agencies adopting the piggyback option of this bid should defer to their own local tax rate.

#### 19. FAILURE TO BID

If you do not bid on any line item, please mark "no bid" in the space provided and sign it and return the bid, otherwise your name may be removed from the bidder's list.

#### 20. ACCEPTANCE OF BIDS

Awards will be made on a unit and line item basis unless otherwise specified on bid form. The right is reserved to reject any or all bids and to accept or reject any line items thereon and to make any combination of line item awards. Bids may be rejected on grounds of non-responsiveness or non-responsibility. Bids are subject to acceptance at any time within Ninety (90) days after opening of same unless otherwise stipulated.

#### 21. PATENTS, ETC.

The vendor shall hold the Hemet Unified School District, its officers, agents, servants, and employees harmless and free from liability of any nature or kind on account of use (by publisher, manufacturer, or author) of any copyrighted or non-copyrighted composition, secret process, patented invention, article or appliance furnished or used under this bid.

#### 22. CONTRACT DOCUMENTS, EXAMINATION OF

It is the responsibility of the Bidder to carefully and thoroughly examine and be familiar with legal and procedural documents, general conditions, all bid forms,

specifications, drawings, plans, and addenda (if any), hereinafter referred to as Contract Documents. Bidder shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, equipment and appurtenances necessary to perform the work as specified by the Contract Documents. The failure or neglect of the Bidder to examine the Contract Documents shall in no way relieve him from any obligations with respect to the bid or contract. The submission of a bid shall constitute an acknowledgment upon which the Hemet Unified School District may rely that the bidder has thoroughly examined and is familiar with the contract documents. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve the bidder from any obligations with respect to the bid. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any bid document.

### 23 FAILURE TO FULFILL CONTRACT

When any contractor or vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Governing Board to be to the best advantage of the Hemet Unified School District. Any failure for furnishing such articles or services by reason of the failure of the vendor or contractor, as above stated, shall be a liability against such vendor and his sureties. The Governing Board reserves the right to cancel any articles or services which the successful bidder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the bidder provided satisfactory proof is furnished to the Governing Board, if requested.

### 24. BID SIGNATURES

All bids must show the firm name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled.

### 25. REJECTION OF BIDS, WAIVER OF INFORMALITIES

The Hemet Unified School District reserves the right to reject any or all bids or any part of a bid and to waive any irregularities or informalities in the bid or bidding process.

### 26. REGISTRATION OF VEHICLES

All school buses shall be registered California Exempt in the name of the District. The vendor shall register all school buses at no additional charge to the District prior to delivery of the buses. If the buses are delivered to the District unregistered, the District reserves the right to not accept the school buses when delivered.

### 27. NON-COLLUSION AFFIDAVIT

Bidders are required to submit a Non-Collusion Affidavit with their bids. Failure to submit a Non-Collusion Affidavit with your bid may result in disqualification of the bid.

**28. CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS**

The bidder hereby agrees and acknowledges that monies utilized by the District to purchase the items bid is public money appropriated by the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this bid at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

**29. SELL OR ASSIGN**

The successful bidder shall not have the right to sell, assign, or transfer any rights or duties under this contract without the specific written consent of the Hemet Unified School District.

**30. DELIVERY**

Actual delivery of the school buses shall be coordinated with the District or contractor designated by the District but shall not exceed six (6) months unless negotiated with the bus vendor. The District, as a matter of bid non-responsiveness, shall reject all bids (regardless of price) that fail to indicate ability to deliver the product within the required time. Give careful attention to Delivery Dates included in the Specifications or Bid Sheets. Upon award of bid, supplier shall keep sufficient stocks of product and service material to insure prompt delivery and service schedules. There will be no additional charge for delivery of the school bus or buses to the District.

**31. PAYMENT**

Prompt payment for equipment may be requested after actual delivery of goods to the required destination. Payment for service contracts may be invoiced per the conditions set forth and agreed to in the service agreement.

**32. STANDARD COMMERCIAL USE (Products Only)**

The vendor, whether manufacturer, supplier, distributor or retailer, hereby certifies that the products offered under this bid have been placed in regular commercial use for a period of at least three (3) years and that adequate spare parts exist in the marketplace for the items sold. Submit all requests for deviations to this clause as an "or equal" deviation.

**33. HOLD HARMLESS**

The vendor shall save, defend, hold harmless and indemnify the District against any and all liability, claim, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of vendor, and subcontractor, or any employee, agent, or representative of vendor and/or subcontractor.

**34. CASH DISCOUNTS**

If a bidder offers a cash discount (term of payment) of thirty (30) days or more, it may be considered in determining the low net bid for the purpose of making award, but not guaranteed as a basis for award, and such discount will be deducted from

the final payment if the term of payment is met. Cash discounts of less than thirty (30) days will not be used in determining low net bid in making award. A discount of 10<sup>th</sup> Prox, is not considered equal to thirty (30) days.

### 35. PRICING - TERM OF CONTRACT

Quoted prices must stay in effect for one (1) year after award of bid and may be extended upon mutual consent of District and vendor during that year per Education Code, Sections 17596 (K-12) and 81644 (Community Colleges). In the event of a general price decrease the District reserves the right to revoke the bid award unless the decrease is passed on to the District. In the event of a general price increase or change to options offered, the bus vendor must notify the District in writing of the increases and changes. For price increases, the bus vendor must provide manufacturer documentation of such increases. The District will only approve the price increases and option changes upon award of such changes by the District's Governing Board. The initial term of this agreement will be for one (1) year, but may be extended an additional six (6) years providing approval of such extension by the District's Governing Board. All terms of the agreement will remain in force for the duration of the agreement.

### 36. TERMINATION

The District may terminate this contract at any time for any reason with 30 days notice to the vendor. Because the Hemet Unified School District terminates the contract, this does not preclude the vendor from meeting obligations to another school district that has entered into a contract with the vendor utilizing the piggyback clause.

### 37. NO MINIMUM OR MAXIMUM QUANTITIES, ORDER CHARGES, OR LIMITATIONS UPON NUMBER OF ORDERS

The District anticipates contract term requirements for the school buses as listed in the quantities shown on the bid form. The District, however, does not guarantee orders in these amounts nor shall the District be required to limit its orders to only those figures. This is an indefinite-quantity bid. Bidders shall not specify minimum or maximum quantities or charges for specific order types. Unlimited orders within the term of the contract shall be allowed to the awarding district at prices quoted.



**E Q U I P M E N T  
S P E C I F I C A T I O N S**

## **B I D P A G E**

Vendors that submit a bid against the items listed on the equipment page and in the bid pages must be aware that Hemet Unified School District reserves the right to award this bid to one vendor or multiple vendors. Bidding with all or nothing clauses or limitations may preclude the vendor from receiving a contract for any item.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

**BusWest**  
21107 S. Chico Street  
Carson, CA 90745

as Principal, hereinafter called the Principal, and

**Western Surety Company**  
333 S. Wabash Ave  
Chicago, IL 60604

a corporation duly organized under the laws of the State of **South Dakota**  
as Surety, hereinafter called the Surety, are held and firmly bound unto

**Hemet Unified School District**  
1791 West Acacia Ave.  
Hemet, CA 92545

as Obligee, hereinafter called the Obligee, in the sum of  
**Ten Percent of the Total Amount of the Bid (\$ 10% )**, for the payment of which sum well and truly to be  
made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.


WHEREAS, the Principal has submitted a bid for:

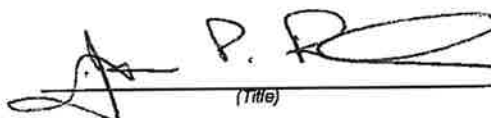
**Bid # 061719 – School Buses – 19+1 Passenger – Gas – Type A - Mino**

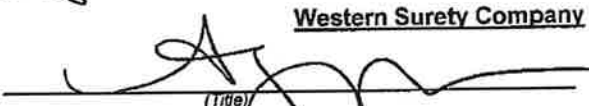
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the Prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 28th day of **June**, 2019

\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
Angelique Lopez (Witness)

  
\_\_\_\_\_  
(Title) **BusWest**

  
\_\_\_\_\_  
(Title) **Western Surety Company**

**Adriana Valenzuela, Attorney-in-Fact**



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Mark Rosskopf, Lourdes Landa, Adriana Valenzuela, Lisa Saumur, Individually**

of Anaheim, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of October, 2018.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 2nd day of October, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



*J. Mohr*

J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of June, 2019.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

# California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**State of California**

**County of** Orange

s.s.

On 06/28/2019 before me, Lisa Marie Saumur, Notary Public

personally appeared Adriana Valenzuela

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Signature of Notary Public



Seal

**OPTIONAL INFORMATION**

*Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.*

**Description of Attached Document**

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) \_\_\_\_\_  
Title(s)
  
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Names of Person(s) Entities Signer is Representing

**Additional Information**

**Method of Signer Identification**

Proved to me on the basis of satisfactory evidence:  
 form(s) of identification     credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

**Other**

Additional Signer     Signer(s) Thumbprints(s)

\_\_\_\_\_

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

**BusWest**  
21107 S. Chico Street  
Carson, CA 90745

as Principal, hereinafter called the Principal, and

**Western Surety Company**  
333 S. Wabash Ave  
Chicago, IL 60604

a corporation duly organized under the laws of the State of **South Dakota**  
as Surety, hereinafter called the Surety, are held and firmly bound unto

**Hemet Unified School District**  
1791 West Acacia Ave.  
Hemet, CA 92545

as Oblige, hereinafter called the Oblige, in the sum of  
**Ten Percent of the Total Amount of the Bid (\$ 10% )**, for the payment of which sum well and truly to be  
made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.

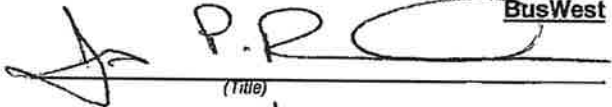

WHEREAS, the Principal has submitted a bid for:

**Bid # 061719 – School Buses – 25 Passenger Special Needs – Propane – Type C – C2.**

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in  
accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with  
good and sufficient surety for the faithful performance of such Contract and for the Prompt payment of labor and material furnished in  
the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the  
Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such  
larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this  
obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 28th day of **June**, 2019

\_\_\_\_\_  
(Witness)  
  
Angelique Lopez (Witness)

  
P.R.C. BusWest  
(Title)  
\_\_\_\_\_  
Western Surety Company  
  
(Title)  
**Adriana Valenzuela, Attorney-in-Fact**

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Mark Roskopf, Lourdes Landa, Adriana Valenzuela, Lisa Saumur, Individually**

of Anaheim, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of October, 2018.

WESTERN SURETY COMPANY



Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 2nd day of October, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of June, 2019.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

# California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

S.S.

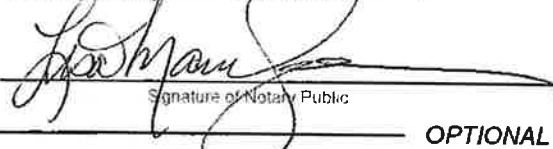
On 06/28/2019 before me, Lisa Marie Saumur, Notary Public

personally appeared Adriana Valenzuela

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Signature of Notary Public



Seal

## OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document

## Description of Attached Document

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containing \_\_\_\_\_ pages, and dated \_\_\_\_\_

The signer(s) capacity or authority is/are as:

- Individual(s)  
 Attorney-in-fact  
 Corporate Officer(s) \_\_\_\_\_  
Title(s)

- Guardian/Conservator  
 Partner - Limited/General  
 Trustee(s)  
 Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) Entity(ies) Signer is Representing

## Additional Information

### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- form(s) of identification  credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

Other

- Additional Signer  Signer(s) Thumbprints(s)

\_\_\_\_\_

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

**BusWest**  
21107 S. Chico Street  
Carson, CA 90745

as Principal, hereinafter called the Principal, and

**Western Surety Company**  
333 S. Wabash Ave  
Chicago, IL 60604

a corporation duly organized under the laws of the State of **South Dakota**  
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**Hemet Unified School District**  
1791 West Acacia Ave.  
Hemet, CA 92545

as Oblige, hereinafter called the Oblige, in the sum of  
**Ten Percent of the Total Amount of the Bid (\$ 10% )**, for the payment of which sum well and truly to be  
made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

**Bid # 061719 – School Buses – 81 Passenger CNG – Type D - HDX**

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in  
accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with  
good and sufficient surety for the faithful performance of such Contract and for the Prompt payment of labor and material furnished in  
the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the  
Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such  
larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this  
obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 28th day of **June, 2019**

\_\_\_\_\_  
(Witness)  
  
\_\_\_\_\_  
Angelique Lopez (Witness)

\_\_\_\_\_  
P.B. \_\_\_\_\_  
(Title) BusWest  
  
\_\_\_\_\_  
Western Surety Company  
(Title)  
**Adriana Valenzuela, Attorney-in-Fact**

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Mark Roskopf, Lourdes Landa, Adriana Valenzuela, Lisa Saumur, Individually**

of Anaheim, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 2nd day of October, 2018.



WESTERN SURETY COMPANY

Paul T. Bruffat  
Paul T. Bruffat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 2nd day of October, 2018, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
June 23, 2021



J. Mohr  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of June, 2019.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

# California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

S.S.


On 06/28/2019 before me, Lisa Marie Saumur, Notary Public

personally appeared Adriana Valenzuela

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Signature of Notary Public



## OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

## Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_

The signer(s) capacity or authority is/are as:

- Individual(s)  
 Attorney-in-fact  
 Corporate Officer(s) \_\_\_\_\_  
Title(s)

- Guardian/Conservator  
 Partner - Limited/General  
 Trustee(s)  
 Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Names of Personal Entities | Signer is Representing

## Additional Information

### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- form(s) of identification  credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

Other

- Additional Signer  Signer(s) Thumbprints(s)

\_\_\_\_\_



**B I D F O R M**  
Purchase of School Buses

Name of Bidder BusWest

**BASE BID:**

The undersigned, having carefully examined the information for Bidders, Contract Forms, General Conditions and Drawings, if applicable, prepared by the Hemet Unified School District, 1791 W. Acacia Ave., Hemet, Ca. 92545 for purchase of School Buses, hereby submit to listed pricing for the specified equipment. Vendor guarantee's that all equipment bid is of new manufacture and covered under the vendors/manufacturers warranty:

**1. 19 +1 Passenger, Type A Bus with listed capacities & options**

<b>Base Bid:</b>	\$ <u>72,499.00</u>
<b>Local Hemet Sales Tax, 8.75%</b>	\$ <u>5,343.54</u>
<b>All other fees, if applicable</b>	\$ <u>80.50</u>

**2. 25 Passenger, Type C Special-Needs Bus with listed capacities & options**

<b>Base Bid:</b>	\$ <u>130,305.00</u>
<b>Local Hemet Sales Tax, 8.75%</b>	\$ <u>10,410.31</u>
<b>All other fees, if applicable</b>	\$ <u>80.50</u>

**3. 81 Passenger, School Bus with listed capabilities & options**

<b>Base Bid:</b>	\$ <u>184,588.00</u>
<b>Local Hemet Sales Tax, 8.75%</b>	\$ <u>16,157.58</u>
<b>All other fees, if applicable</b>	\$ <u>80.50</u>

BIDDER INFORMATION

VENDOR NAME: BusWest

ADDRESS: 21107 S. Chico St.

CITY: Carson, STATE CA, ZIP 90745

TELEPHONE: (310) 984-3907

FACSIMILE: (310) 984-3996

EMAIL ADDRESS: jbernacchi@buswest.com

TERMS: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE:

  
\_\_\_\_\_

(Signature)

James P. Bernacchi

\_\_\_\_\_  
(Printed Name)

President

\_\_\_\_\_  
(Title)

The following pages are included in the bid forms and contain pricing that will be determinative in nature. It is the responsibility of the bidder to ensure all forms are filled out.

On the following pages indicate if the buses you are bidding are compliant with each item. If your bid is compliant with an item place a, "Y" in the box next to that item. If your bid is not compliant with an item place an "N" in the box for that item.

Additionally, please respond with a price for each **Approved Optional Item**. If you do not wish to bid on any item(s) place the words, "No Bid" on that line.

**HEMET UNIFIED SCHOOL DISTRICT  
NON-COLLUSION AFFIDAVIT  
NON COLLUSION AFFIDAVIT TO BE EXECUTED  
BY BIDDER AND SUBMITTED WITH BID**

**(Public Contract Code Section 7106)**

Contractor: BUSWEST

State of California            )  
  ) ss.  
County of Riverside         )

JAMES P. BERNACCHI (name of undersigned), being first duly sworn, declares and states that: he or she is the PRESIDENT (position or title) of BUSWEST (Contractor company name), the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or a sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury that the foregoing is true and correct under the laws of the State of California.

Signature:  Date: 7.3.19

Print Name: JAMES P. BERNACCHI

## **19+1 Passenger Bus**

## SPECIFICATIONS

**19+1 passenger type A School Bus with various capacities and options**

The school bus furnished shall comply with all current State of California and Federal Motor Vehicle Safety Standards in effect at time of bid. Additionally, the Hemet Unified School District is requiring the following supplementary specifications. Under specifications furnished, fill in all spaces. Indicate compliance with "Comply" or explain equivalents or exceptions in the space provided. Equivalency of any exceptions to the items requested will be solely at the discretion of HUSD.

Prior to delivery, the bus shall be prepared for inspection and certification for operation by the California Highway Patrol. HUSD will not accept a bus that is not prepared for inspection and certification.

Minimum Specifications Required	Specifications furnished
<p><b>New school bus capable of transporting up to 19 +1 passengers various capacities and options in a proper and safe manner.</b></p> <p><b>Bidder must be a valid franchised dealer for the unit(s) bid. Acceptable manufacturers are, Thomas, IC and Blue Bird.</b></p> <p><b>Bus must be new with transportation miles only.</b></p> <p><b>No alternative bids will be accepted.</b></p>	<p>Year: New</p> <p>Manufacturer: Thomas Built Buses</p> <p>Model: Minotour 051 MS</p> <p>Capacity: 19+1</p>
<p><b>Vehicle Dimensions</b></p> <p><b>Minimum G.V.W.R.: Up to 13,200 lbs.</b></p> <p><b>Wheelbase: Up to 158"</b></p> <p><b>Maximum overall length: Up to 271"</b></p> <p><b>Maximum overall width: 96"</b></p> <p><b>Maximum overall height: 115"</b></p> <p><b>Minimum headroom: 73"</b></p>	<p><b>G.V.W.R.: 14,200</b></p> <p><b>Wheelbase: 159"</b></p> <p><b>Overall length: 18' 7"</b></p> <p><b>Overall width: 96"</b></p> <p><b>Overall height: 115"</b></p> <p><b>Headroom: 73"</b></p>

**Specifications**

Item	Minimum Specifications Required	Specifications furnished
<b>Aisle</b>	There shall be a minimum 12" wide center aisle from the entrance door to the rear of the bus. The aisle from the center aisle to the emergency doors shall be a minimum of 12 inches.	Comply
<b>Assist Rail</b>	There shall be two stainless steel assist rails at the entrance door, one mounted forward and one mounted aft. Assist rails shall be securely attached.	Comply
<b>Back-up Alarm</b>	The bus shall be equipped with an automatic back-up alarm installed behind the rear axle. This audible alarm shall be rated at a minimum of 97 dba in accordance with SAE-J-994b.	Comply
<b>Bumper-Rear</b>	Shall be formed from 12 gauge 3/16" plate steel. The bumper shall be a minimum of 9 3/4" high.	Comply
<b>Chassis</b>	<p>General Motors or Ford cutaway chassis with the following specifications:</p> <ul style="list-style-type: none"> <li>• Minimum 13,500 lb. GVWR chassis</li> <li>• Minimum 158" wheelbase</li> <li>• Four-wheel disc brakes</li> <li>• Spring suspension</li> <li>• Minimum 6.0 L V8 gas engine</li> <li>• Six LT225/75R16D tires</li> <li>• Automatic transmission</li> <li>• Six 16"X6" disc wheels</li> <li>• Exhaust exits below the rear bumper</li> </ul>	Comply
<b>Color</b>	<p>Exterior: Shall be National School Bus Yellow.</p> <p>Trim, including bumpers, guardrails, warning light visors, and door handles shall be black.</p> <p>Wheels shall be painted or powder-coated National School Bus Yellow on both sides.</p> <p>Roof shall be painted white with rounded corners.</p> <p>Interior: Shall be blue or grey baked-on enamel. The area from the bottom of the side windows to the seat rail shall be clear-coated aluminized steel.</p> <p>All metal panels on the bus to be painted shall be primed on both sides prior to assembly.</p>	Comply

Item	Minimum Specifications Required	Specifications furnished
<b>Construction</b>	<p>The bus body shall be constructed of prime commercial quality steel or other material with strength at least equal to steel. The bus body shall be constructed to meet or exceed all state and federal school bus requirements in effect at the time of manufacture. Internal skeletal structure shall be welded. Screws, rivets, or huck bolts are not acceptable.</p> <p>Roof bow frame assembly shall consist of 14 gauge hat section bows extending from the bottom of skirting on one side to the other.</p> <p>Floor shall be constructed of 14 gauge galvalume "C" channels forming an "I" beam cross member every 9". There shall be a plywood sub-floor of a nominal 5/8" thickness. Raised floor design. (flat floor)</p> <p>All components shall meet or exceed 2001/2002 60% Joint Strength Standards for the United States and Canada.</p>	Comply
<b>Defrosters</b>	<p>Defroster shall be sufficient capacity to keep windshield clear of fog, snow, and ice. The defroster shall include full-length windshield defroster channel for even distribution of heated air to the windshield.</p>	Comply
<b>Doors</b>	<p>The service door shall be an manually operated, outward opening two-panel door. Entrance door shall be equipped with a door handle and a key-operated lock.</p> <p>The driver's door shall be supplied by the chassis manufacturer and located to the left of the driver's seat.</p> <p>Lift Door: Single lift door with opening measurements of 42"x60" mounted in side rear of the bus. The lift door shall be fitted with guardrails for strength and protection.</p>	Comply
<b>Electrical</b>	<p>The electrical system shall be 12-volt. The wiring shall be color and number coded and a wiring diagram shall be furnished with each bus.</p> <p>All body circuits shall be protected by manual-reset circuit breakers.</p>	Comply
<b>Emergency Exits</b>	<p>All emergency exits shall conform to FMVSS 217.</p> <p>Emergency Doors: There shall be a minimum of one emergency door, located in the center rear of the bus. Door to be equipped with vandal lock with starter interlock and an audible buzzer, which will sound when latch is moved toward open position.</p> <p>Roof Hatch: A combination ventilation and emergency exit shall be provided.</p>	Comply



Item	Minimum Specifications Required	Specifications furnished
<b>Exterior Paneling</b>	<p>Roof: The roof panel shall be one-piece aluminum (side to side) that is riveted to each flange of the body bow frame.</p> <p>The exterior side panels shall be at least 16-gauge flat aluminum double riveted to body bow frames. The side panels shall be primed on both sides before assembly.</p>	Comply
<b>Fenderettes and Mud Flaps</b>	<p>The rear wheel openings shall be equipped with rubber fenderettes that extend from the body side approximately 3" for added protection.</p> <p>Mud flaps shall be installed behind the rear wheels.</p>	Comply
<b>Fire Extinguisher</b>	<p>Each bus shall be equipped with one 5-lb. dry type chemical fire extinguisher and a 2.5 lb fire extinguisher to meet California Title 13.</p>	Comply
<b>Body Fluid Kit, Triangle Flares &amp; Other Safety Equipment</b>	<p>Each bus shall be equipped with a metal type 24-unit first aid kit.</p> <p>Each bus shall be equipped with a set of triangle flares in accordance with FMVSS.</p> <p>Each bus shall be equipped with a body fluid clean -up kit meeting National standards.</p>	Comply
<b>Floor Covering and Sub-floor</b>	<p>Floor covering shall be heavy-duty vinyl or rubber. The floor under the seats, over the wheelhouses, and in the driver's compartment shall be covered with smooth black color rubber. The aisle shall be covered with slip-resistant ribbed rubber. All floor seams must be sealed with a waterproof sealer and covered with a 1" wide stripping or molding.</p> <p>The floor covering along the sidewalls shall be covered with metal molding so that dirt cannot readily work underneath the edges.</p> <p>The sub-floor shall be water resistant exterior, Grade A 5-ply 5/8" thickness plywood.</p>	Comply
<b>Guard Rails</b>	<p>Minimum of four guard rails to be supplied:</p> <ul style="list-style-type: none"> <li>• One 4 1/4" located below windows</li> <li>• One 4 1/4" located at seat cushion level</li> <li>• One 4 1/4" located at floor level</li> <li>• One 4 1/4" located at bottom of skirt</li> </ul>	Comply

Item	Minimum Specifications Required	Specifications furnished
<b>Heater &amp; Defrosters</b>	<p>Front heater shall be supplied by chassis manufacturer.</p> <p>Passenger compartment shall be a minimum of 32,000 BTU's.</p> <p>Shut-off valves shall be located in engine compartment. All heater hose connections shall be maintained with constant-torque clamps.</p> <p>One adjustable six-inch two-speed electric fans shall be mounted above the windshield. Separate switches shall operate the fans.</p>	Comply
<b>Horns</b>	Dual electric.	Comply
<b>Identification</b>	<p>The bus shall be lettered and numbered in accordance with all applicable federal and state requirements.</p> <p>Name:</p> <p>Bus number:</p> <p>CA number: CA</p> <p>One 6" X 9" certificate holder shall be installed on the front bulkhead.</p>	Comply
<b>Instruments Gauges &amp; Switches</b>	The chassis instruments and gauges shall be located within easy view of the seated driver. (Also see "Instruments" in Chassis section.)	Comply
<b>Insulation</b>	Ceiling, sides and rear panels shall be insulated with a minimum 1.5" thick polyester insulation to properly deaden sound, reduce vibration, and provide a thermal barrier. The insulation shall be fire-resistant of type approved by Underwriters Laboratories, Inc.	Comply
<b>Interior</b>	<p>All interior panels shall have lapped edges. Headliner shall be acoustic-type perforated full length with solid borders at lap joints.</p> <p>Interior headroom shall be a minimum 73".</p>	Comply
<b>Locks</b>	All similar-type external locks shall be keyed alike.	Comply

Item	Minimum Specifications Required	Specifications furnished
<b>Lamps &amp; Signals</b>	<p>All lamps shall conform to applicable FMVSS and state laws in effect at time of manufacture. Lights to include:</p> <ul style="list-style-type: none"> <li>• Cluster: Three amber LED front, three red LED rear. Marker: Two amber LED front corners, two amber LED rear corners and two amber LED side roof. Single switch shall operate cluster and marker lights.</li> <li>• Stop: One red LED right rear, one red LED left rear, 7" minimum</li> <li>• Tail: One red LED right rear, one red LED left rear, 4" minimum</li> <li>• Back up Lamps: Two 4" clear lenses</li> <li>• Stepwell: One minimum operating with entrance door open.</li> <li>• Dome: Five mounted over seats for optimum. Switch to be wired to battery.</li> <li>• Directional Front: Two round amber LED, 7" minimum</li> <li>• Directional Side lights: Two amber LED lights, located over front wheel wells. Two red LED lights, located over rear wheel wells.</li> <li>• Directional Rear: One amber LED right and one amber LED left, 7" minimum.</li> <li>• Reflectors: Three on each side of bus, two on rear school bus.</li> <li>• Stop Arm: Electric stop sign mounted rear and meeting all FMVSS and California Title 13 specifications.</li> <li>• Warning Lights: Halogen 8-light warning system, four amber and four red alternately flashing warning lights shall be provided to meet latest state and Federal Motor Vehicle Safety Standards meeting all FMVSS and California Title 13 specifications. Warning lights shall be equipped with black hoods.</li> </ul>	Comply

Item	Minimum Specifications Required	Specifications furnished
<b>Mirrors</b>	<p>Interior mirror shall be 6" x 30" safety glass with protected edges.</p> <p>Exterior: Rearview mirrors shall be remotely operated from the driver's compartment. Cross view mirrors shall be two quadric-spherical mirrors, one left and one right fender mounted. Mirrors shall comply with FMVSS 111.</p>	Comply
<b>Mounting</b>	<p>Bus body shall be mounted to chassis frame in such a manner as to prevent shifting. Mounting brackets with two bolts per bracket shall secure the body to the chassis. 8 ply rubber mounting pads reinforced with fiber shall be used to cushion the body on the chassis at every floor cross member.</p>	Comply
<b>Mud Flaps</b>	<p>There shall be rubber mud flaps mounted on the rear side of the front and rear wheel wells.</p>	Comply
<b>Noise Suppression Switch</b>	<p>Bus shall be equipped with a switch to temporarily disable all noise-producing accessories simultaneously, including heater blowers, auxiliary fans, radio, etc. Switch shall be located on the driver's switch panel.</p>	Comply
<b>Radio</b>	<p>Radio shall be AM/FM/CD/PA with antenna, four premium interior speakers and microphone.</p>	Comply
<b>Seats and Barriers</b>	<p>Passenger Seats: Bus shall accommodate up to 19 passengers in seats with three-point passenger restraints. All seats shall be track mounted Syntec Seating seats complying with all applicable FMVSS and California Title 13 specifications.</p> <p>Barriers: 45" high barriers shall comply with all applicable FMVSS and California Title 13 specifications. Barrier frames shall be powder-coated, non-reflective black. Barriers shall be mounted forward of the front two seats. Each barrier shall be fit with a modesty panel. Upholstery to match seats.</p> <p>Driver's seat: Shall be high back, adjustable supplied by chassis manufacturer.</p> <p>Driver's seat belt: Shall be a Type II, 3-point belt as supplied by the chassis manufacturer.</p> <p>Seatbelt cutter shall be mounted in driver area.</p>	Comply

Item	Minimum Specifications Required	Specifications furnished
<b>Special needs equipment</b>	<p>Braun lift with cover. (403 and 404 compliant). Lift wired to operate with key removed from the ignition. Controls to be mounted on door.</p> <p>Flanged "L" track recessed to accommodate one wheelchair position in front of lift.</p> <p>Include one Sure-Lok restraint systems FF612S-4C.</p> <p>Include one mesh tie down pouch.</p>	Comply
<b>Storage Compartment</b>	An overhead storage compartment shall be located above the windshield. Compartment door shall be hinged at the top and supported by a prop rod when open.	Comply
<b>Stepwell</b>	The stepwell shall include two full-depth steps.	Comply
<b>Sun Visor</b>	Visor to be supplied by the chassis manufacturer.	Comply
<b>Ventilation</b>	Body shall be equipped with a static type, non-adjustable exhaust ventilator located in low-pressure area of front roof.	Comply
<b>Warranty</b>	A copy of the manufacturer's warranty shall be enclosed with and become a part of bid,	Comply
<b>Windows</b>	Two-piece passenger side windows to be of safety tempered and tinted glass in flat black frames. The tint shall not exceed 26% light transmission. Windows must be accessible for removal without lowering the wiring harness access panel.	Comply
<b>Windshield</b>	As supplied by the chassis manufacturer.	Comply
<b>Windshield Wipers</b>	As supplied by the chassis manufacturer.	Comply

**Approved Optional Items**

Item#	Description	Price
1.	Wheelbase decrease to 138" through 139"	(1,500)
2.	Change to chassis manufacture – Ford	5,000
3.	Change to diesel powered drive train	15,000
4.	delete raised floor(flat floor)	(1,500)
5.	Change to activity bus	2,000
6.	Electric powered drive train	120,000
7.	Change to propane powered drive train	20,000
8.	Add strobe light	500
9.	Add fog lights	650
10.	Change to 14,000# plus chassis	(1,000)
11.	Add interlock system	1,600
12.	Add or remove 30" 3-point restraint seats	1,000
13.	Add or remove 39" 3-point restraint seats	1,000
14.	Add or remove 45" 3-point restraint seats	1,000
15.	Add or remove barrier	300
16.	Add track and track mountings for passenger seats (per seat)	300
17.	Add ISO latch to passenger seat	50
18.	Automatic tire chains	4,000
19.	Remove remote operated mirrors	250
20.	Add heated mirrors	200
21.	LED eight light warning system	2,000
22.	LED stop arm	1,000
23.	LED strobe stop arm	1,000
24.	Remove LED lights	(600)
25.	Remove wheelchair lift, lift door and lift accessories	(4,000)
26.	Add or remove wheelchair stations	900
27.	112 db back up alarm	60
28.	Digital color camera system	5,000
29.	Checkmate child safety system	1,200
30.	DVD player with flip down monitors	5,000
31.	Back up camera in rearview mirror	1,200
32.	40,000 BTU free blow air conditioning system with single compressor	3,500

Item#	Description	Price
33.	52,000 BTU free blow air conditioning system with single compressor	4,500
34.	Add 39" flex 3 point restraint seat each	1,000
35.	GPS/fleet management tracking system	2,000
36.	Additional passenger heater	500
37.	Spare Tire/Wheel	500
38.	Additional helper spring	700
39.	Deduct for Nevada seats	(200) per Non 3-point
40.	Cost plus 20% on any additional options	20%
41.	Dash air conditioning	Included

## **25 Passenger Type C Special Needs Bus**



## SPECIFICATIONS

### 25 Passenger Type C Special-Needs School Bus

The school bus furnished shall comply with all current State of California and Federal Motor Vehicle Safety Standards in effect at time of bid. Additionally, Hemet Unified School District is requiring the following supplementary specifications.

**Under specifications furnished, fill in all spaces. Indicate compliance with "Comply" or explain equivalents or exceptions in the space provided.**

Equivalency of any exceptions to the items requested will be solely at the discretion of HUSD.

Prior to delivery, the bus shall be prepared for inspection and certification for operation by the California Highway Patrol. HUSD will not accept a bus that is not prepared for inspection and certification.

Minimum Specifications Required	Specifications furnished
<p><b>New Type C school bus capable of transporting up to 25 passengers, various capacities and options in a proper and safe manner.</b></p> <p><b>Bidder must be a valid franchised dealer for the unit(s) bid. Acceptable manufacturers are, Thomas, IC and Blue Bird.</b></p> <p><b>Bus must be new with transportation miles only.</b></p> <p><b>No alternative bids will be accepted.</b></p>	<p>Year:       New</p> <p>Manufacturer: Thomas Built Buses</p> <p>Model:   Saf-T-Liner C2 - 251TS</p> <p>Capacity:   24+1/8+5</p>
<p><b>Vehicle Dimensions</b></p> <p><b>Minimum G.V.W.R.: Up to 25,500 lbs.</b></p> <p><b>Wheelbase: Up to 219"</b></p> <p><b>Maximum overall length: Up to 26'</b></p> <p><b>Maximum overall width: 8'</b></p> <p><b>Curb to curb turning radius, Maximum: 22'</b></p> <p><b>Minimum headroom: 77"</b></p>	<p><b>G.V.W.R.:       31,000</b></p> <p><b>Wheelbase:       219"</b></p> <p><b>Overall length:   17' 8"</b></p> <p><b>Overall width:    96"</b></p> <p><b>Turning radius:   20' 8"</b></p> <p><b>Headroom:       78"</b></p>

## SPECIFICATIONS

### 25 Passenger Type C Special-Needs School Bus

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Minimum Specifications Required	Specifications furnished
<p><b>New Type C school bus capable of transporting up to 25 passengers, various capacities and options in a proper and safe manner.</b></p> <p><b>Bidder must be a valid franchised dealer for the unit(s) bid. Acceptable manufacturers are, Thomas, IC and Blue Bird.</b></p> <p><b>Bus must be new with transportation miles only.</b></p> <p><b>No alternative bids will be accepted.</b></p>	<p>Year:      New</p> <p>Manufacturer: Thomas Built Buses</p> <p>Model:    Saf-T-Liner C2 - 251TS</p> <p>Capacity:   24+1/8+5</p>
<p><b>Vehicle Dimensions</b></p> <p><b>Minimum G.V.W.R.: Up to 25,500 lbs.</b></p> <p><b>Wheelbase: Up to 219"</b></p> <p><b>Maximum overall length: Up to 26'</b></p> <p><b>Maximum overall width: 8'</b></p> <p><b>Curb to curb turning radius, Maximum: 22'</b></p> <p><b>Minimum headroom: 77"</b></p>	<p><b>G.V.W.R.:      31,000</b></p> <p><b>Wheelbase:     219"</b></p> <p><b>Overall length: 17' 8"</b></p> <p><b>Overall width:   96"</b></p> <p><b>Turning radius: 20' 8"</b></p> <p><b>Headroom:      78"</b></p>

Chassis Specifications

Item	Minimum Specifications Required	Specifications furnished
<b>Accelerator Controls</b>	Accelerator to be electrically operated and shall include a dash-mounted fast idle switch which automatically disengages when the transmission is shifted from neutral. Accelerator pedal to be electronically operated variable-type, allowing for adjustments by driver.	Comply
<b>Air Cleaner</b>	Shall be a two-stage air cleaner, with replacement element. Shall be mounted with in the body and accessed by a door. Air restriction indicator to show when the element needs to be changed.	Comply
<b>Alternator</b>	Shall be 12-volt of not less than 200 amps and provide at least 50% of the rated charge at engine idle. Mounting shall be heavy-duty two-leg type as specified in SAE-J-180. Reference Leece-Neville or equivalent.	Comply
<b>Axle, Front</b>	Minimum 8,000 lb. axle capacity with maintenance-free spring pins and oil seals.	Comply
<b>Axle, Rear</b>	Minimum 17,500 lb. axle capacity with magnetic drain plug.	Comply
<b>Batteries</b>	Shall be a minimum three 12-volt type group 31 maintenance-free batteries. Combined batteries shall have a minimum 2100 (CCA) Battery box to be frame mounted with heavy duty steel ball bearing slide out tray.	Comply

Item	Minimum Specifications Required	Specifications furnished
<b>Brakes</b>	<p>Service brakes shall be a dual full air antilock brake system designed to meet all requirements of FMVSS 121 in effect at time of manufacture.</p> <p>Type: Drum  Front: 15" x 5"  Rear: 16.5" x 7"</p> <p>Brake system shall include a gear driven air compressor with a minimum output of 13.2 CFM, and a minimum of four air reservoirs with a total of 4,000 cu. in. of capacity. Air-operated accessories shall operate from an air tank separate from the brake system. Air reservoir drain valves shall be manually operated. Operation shall be located on the side of the bus. Air tanks shall be labeled by function with vinyl lettering.</p> <p>System shall be S-cam design with automatic slack adjusters. Parking brake shall be spring type with dash-mounted control valve.</p> <p>Brake pedal to be electronically operated variable-type, allowing for adjustments by driver.</p> <p>Air dryer shall be a Bendix AD-9.</p>	Comply
<b>Cooling System</b>	<p>Radiator to be heavy-duty construction with serpentine fins.. Radiator shall include transmission oil cooler located in bottom tank.</p>	Comply
<b>Design</b>	Type C bus	Comply
<b>Drive Line</b>	<p>Spicer Life Series with booted and permanently lubricated slip member. Greaseable U-Joints with double lip seals on end caps.</p>	Comply
<b>Electrical</b>	<p>System shall be 12-volt with negative ground. All chassis electrical shall be a full multiplex system.</p>	Comply
<b>Engine</b>	<p>PSI 8.8.L LPG Propane engine rated at 270 horsepower minimum @ 2500 rpm, electronically controlled V8 powered Propane engine. Engine shall provide electronic monitoring system for water temperature, unaided cold starts to 0° F, engine diagnostic data and data logging capabilities. Maximum speed shall be limited to 65 mph. Must meet 2018 emissions.</p>	Comply

Item	Minimum Specifications Required	Specifications furnished
<b>Exhaust System</b>	Single muffler with 4" tailpipe.	Comply
<b>Fan Drive</b>	Shall be a thermostatically controlled, hydraulically operated fan drive system with a 30" diameter, 8-blade fan.	Comply
<b>Frame</b>	All welded and bolted construction with grade-8 head bolts and nuts. The main frame shall be a continuous section from the front of the vehicle to aft of the rear axle. Dimensions shall be not less than 10-1/8" x 3" x 5/16" with a minimum 50,000 PSI yield strength.	Comply
<b>Fuel System</b>	Fuel tank shall have a minimum capacity of 60 equivalent gallons and shall be mounted between the frame rails. An outside fuel filler door shall be provided.	Comply
<b>Instrument Panel</b>	Instrument panel shall include: <ul style="list-style-type: none"> <li>• Speedometer/7-digit odometer</li> <li>• Tachometer/Hourmeter</li> <li>• Oil pressure gauge</li> <li>• Water temperature gauge</li> <li>• Fuel gauge</li> <li>• Voltmeter</li> <li>• Dual air pressure gauges</li> <li>• Combination directional signal/headlight dimmer switch on steering column.</li> <li>• Hazard warning switch on the steering column.</li> <li>• Audible warning for oil pressure, water temperature provided through stop engine, engine protection circuit. Separate light and tone for low air pressure.</li> </ul>	Comply
<b>Rust proofing</b>	All chassis framing, fasteners, and suspension systems are to be painted with a rust-inhibiting paint after assembly and before body mounting.	Comply
<b>Shock Absorbers</b>	Heavy-duty direct acting double-action piston type – two 2 front and two 2 rear.	Comply
<b>Springs/ Suspension</b>	Front suspension to be two-leaf parabolic (taper leaf) type rated at a minimum of 8,000 lbs. capacity to provide durability and optimum ride characteristics. Rubber bushings are to be provided to eliminate maintenance and isolate vibration while nylon tip inserts eliminate noise.  Rear suspension shall be air-ride with a capacity of 23,000 lbs.	Comply

Item	Minimum Specifications Required	Specifications furnished
<b>Steering</b>	Integral full power with a tilt and telescoping steering column and padded wheel.	Comply
<b>Tires</b>	Single front and dual rear 225/70R22.5 16-ply radial tubeless type tires.	Comply
<b>Transmission</b>	Allison 2500 PTS 5-speed automatic.	Comply
<b>Wheels</b>	Six 8.25" x 22.5" 10-hole disc hub-piloted wheels. All wheels to be interchangeable.	Comply
<b>Wheelbase</b>	Shall be a maximum of 160 inches. 50 degree front end wheel cut.	Comply

### Body Specifications

Item	Minimum Specifications Required	Specifications furnished
<b>Aisle</b>	There shall be a minimum 12" wide center aisle from the entrance door to the rear of the bus.	Comply
<b>Assist Rail</b>	There shall be two stainless steel assist rails at the entrance door.(one forward and one aft)	Comply
<b>Back-up Alarm</b>	The bus shall be equipped with an automatic back-up alarm installed behind the rear axle. This audible alarm shall be rated at a minimum of 97 dba in accordance with SAE-J-994b.	Comply
<b>Bumper, Front and Rear</b>	Shall be one-piece, formed from 3/16" plate steel. The bumpers shall be a minimum of 9 3/4" high.	Comply

Item	Minimum Specifications Required	Specifications furnished
<b>Color</b>	<p>Exterior: Shall be National School Bus Yellow. This paint shall be baked-on high solids polyurethane.</p> <p>Trim, including bumpers, guardrails, warning light visors, and door handles shall be black.</p> <p>Wheels shall be painted or powder-coated National School Bus Yellow on both sides.</p> <p>Roof shall be painted white</p> <p>Interior: Shall be blue or grey baked-on enamel. The area from the bottom of the side windows to the seat rail shall be clear-coated aluminized steel.</p> <p>All metal panels on the bus to be painted shall be primed on both sides prior to assembly.</p>	Comply
<b>Construction</b>	<p>The bus body shall be constructed of prime commercial quality steel or other material with strength at least equal to steel. The bus body shall be constructed to meet or exceed all state and federal school bus requirements in effect at the time of manufacture. Internal skeletal structure shall be welded. Bow frames should be one piece extended from below floor line to below floor line.</p> <p>Floor shall be a flat-floor design.</p>	Comply
<b>Defrosters</b>	<p>Defroster shall be sufficient capacity to keep windshield clear of fog, snow, and ice. The defroster shall include full-length windshield defroster channel for even distribution of heated air to the windshield.</p>	Comply
<b>Doors</b>	<p>The service door shall be an air-operated outward opening, two-panel door with bonded glass for better visibility. An emergency opening control valve shall be located above the windshield adjacent to the door.</p> <p>The entrance door shall include a manually operated vandal lock with a grip handle mounted for convenient door opening.</p> <p>All entrance and exit doors shall be equipped with a full-width 1" x 3" padding located above the door opening. Pads shall be covered with fire block-type upholstery.</p>	Comply
<b>Electrical</b>	<p>The electrical system shall be 12-volt. The wiring shall be color and number coded and a wiring diagram shall be furnished with each bus.</p> <p>All body circuits shall be a self-monitoring multiplex system.</p> <p>Driver's area shall be equipped with a cellular phone power outlet.</p>	Comply

Item	Minimum Specifications Required	Specifications furnished
<b>Emergency Exits</b>	<p>All emergency exits shall conform to FMVSS 217 and California Title 13.</p> <p>Emergency Doors: There shall be a minimum of one emergency door, located rear center of the bus.</p> <p>There shall be a device installed on the top of the emergency door that will automatically hold the door in the open position during emergencies and evacuation drills. Two pushout windows may be substituted for the right-side emergency door.</p> <p>Emergency doors and emergency window shall be equipped with a system of audible buzzers which will sound at the exit and in the driver's area when the release mechanism is moved toward the open position. A pilot light mounted on the driver's dashboard shall indicate the same. The emergency doors and window shall be equipped with a barrel bolt-type vandal lock with starter interlock.</p> <p>Roof Hatch: combination ventilation and emergency exit shall be provided. Hatch shall be equipped with warning buzzer.</p> <p>One inch of reflective material shall extend around the perimeter of the roof hatch.</p>	Comply
<b>Exterior Paneling</b>	<p>Roof: The roof panel shall be one-piece, 20-gauge, zinc-coated steel, riveted to each flange of the body bow frame.</p> <p>Roof sheets ends shall be sealed to prevent leaks. Exterior panels shall be primed both sides before assembly for rust prevention.</p> <p>The exterior side panels shall be at least 20-gauge flat sheet steel, riveted to both flanges of the roof bows. The side sheets shall extend to the lowest area of the luggage compartments. The side panels shall be primed on both sides before assembly. Skirts shall extend at least 20" from the bottom of the floor.</p>	Comply
<b>Fire Extinguisher</b>	<p>Each bus shall be equipped with two 5-lb. dry type chemical fire extinguisher. The fire extinguisher shall be mounted in the accessory compartment located above the windshield. The second to be mounted in the lift area.</p>	Comply
<b>First Aid Kit, Triangle Flares &amp;</b>	<p>Each bus shall be equipped with a metal type 24-unit first aid kit. The first aid kit shall be mounted in the accessory compartment located above the windshield. This compartment</p>	Comply



Item	Minimum Specifications Required	Specifications furnished
<b>Other Safety Equipment</b>	<p>shall contain a glass in the door so that equipment may be seen. The door shall be equipped with a prop rod to hold the door open.</p> <p>Each bus shall be equipped with a set of triangle flares in accordance with FMVSS. The triangle flares shall be mounted in the accessory compartment located above the windshield.</p> <p>Each bus shall be equipped with hand held stop sign and vinyl pouch.</p>	Comply
<b>Floor Covering and Sub-floor</b>	<p>Floor covering shall be heavy-duty vinyl or rubber. The floor under the seats, over the wheelhouses, and in the driver's compartment shall be covered with smooth black color rubber. The aisle shall be covered with slip-resistant ribbed rubber. All floor seams must be sealed with a waterproof sealer and covered with a 1" wide stripping or molding.</p> <p>The floor covering along the sidewalls shall be covered with metal molding so that dirt cannot readily work underneath the edges.</p> <p>The sub-floor shall be water resistant exterior, Grade A 5-ply 5/8" thickness plywood.</p>	Comply
<b>Guard Rails</b>	<p>Minimum of four guard rails to be supplied:</p> <ul style="list-style-type: none"> <li>• One 4 1/4" located below windows</li> <li>• One 4 1/4" located at seat cushion level</li> <li>• One 4 1/4" located at floor level</li> <li>• One 4 1/4" located at bottom of skirt</li> </ul>	Comply
<b>Heater &amp; Defrosters</b>	<p>All heaters shall be of the copper coil design type with aluminum fins. Heaters shall be plumbed in parallel to obtain the maximum heater output.</p> <p>All heaters to be easily serviceable, with cleanable air filters.</p> <p>The front heater shall have a minimum rating of 90,000 BTU's with ducting for driver's heat. The rear heater shall wall mounted with a minimum rating of 40,000 BTU's.</p> <p>The heater fans shall blow air toward the front and rear. A heater booster pump shall be installed. Heater cutoff valves shall be located in engine compartment.</p> <p>All heater hose connections shall be maintained with constant-torque clamps.</p> <p>Two adjustable six-inch two-speed electric fans shall be mounted above the windshield. Separate switches shall operate the fans.</p>	Comply

Item	Minimum Specifications Required	Specifications furnished
<b>Horns</b>	Dual electric horn shall be provided.	Comply
<b>Identification</b>	<p>The bus shall be lettered and numbered in accordance with all applicable federal and state requirements.</p> <p>Name:  Bus number:  CA number: CA</p> <p>One 6" X 9" certificate holder shall be installed on the front bulkhead.</p>	Comply
<b>Instruments Gauges &amp; Switches</b>	The chassis instruments and gauges shall be located within easy view of the seated driver. (Also see "Instruments" in Chassis section.)	Comply
<b>Insulation</b>	Ceiling, sides and rear panels shall be insulated with a minimum 1.5" thick polyester insulation to properly deaden sound, reduce vibration, and provide a thermal barrier. The insulation shall be fire-resistant of type approved by Underwriters Laboratories, Inc.	Comply
<b>Interior</b>	<p>All interior panels shall have lapped edges. Headliner shall be acoustic-type perforated full length with solid borders at lap joints.</p> <p>Interior headroom shall be a minimum 77".</p>	Comply
<b>Locks</b>	All similar-type external locks shall be keyed alike.	Comply
<b>Manuals</b>	An operator's manual shall be furnished.	Comply
<b>Mirrors</b>	<p>Interior mirror shall be 6" x 30" safety glass with protected edges.</p> <p>Rearview mirrors: Minimum 7"x16" with black brackets, heated and motorized. Cross view mirrors shall be Quad II or equivalent, heated. Mirrors shall comply with FMVSS 111.</p>	Comply
<b>Mounting</b>	Bus body shall be mounted to chassis frame in such a manner as to prevent shifting. Mounting brackets with two bolts per bracket shall secure the body to the chassis. Rubber mounting pads reinforced with fiber shall be used to cushion the body on the chassis at every floor cross member.	Comply
<b>Mud Flaps</b>	There shall be rubber mud flaps mounted on the rear side of the front and rear wheel wells.	Comply

Item	Minimum Specifications Required	Specifications furnished
<b>Noise Suppression Switch</b>	Bus shall be equipped with a switch to temporarily disable all noise-producing accessories simultaneously, including heater blowers, auxiliary fans, radio, etc. Switch shall be located on the driver's switch panel.	Comply
<b>Radio</b>	Radio shall be AM/FM/CD/PA with antenna, four premium interior speakers and microphone.	Comply
<b>Seats and Barriers</b>	<p>Passenger Seats: Syntec seating seats to accommodate up to 25 passengers in seats with three-point passenger restraints and W/C positions. All seats shall comply with all applicable FMVSS and California Title 13 specifications.</p> <p>Barriers: 45" high barriers shall comply with all applicable FMVSS and California Title 13 specifications. Barrier frames shall be powder-coated, non-reflective black. Barriers shall be mounted forward of the front two seats. Each barrier shall be fit with a modesty panel. Upholstery to match seats.</p> <p>Driver's seat: Shall be high back with adjustable seat back and a left side arm rest. Seat back to recline 15° and include adjustable lumbar support. Seat cushion width shall be minimum 20" and offer forward cushion tilt for optimum driver comfort. Seat slide shall have minimum 7" adjustment by finger tip control. Air pedestal to include additional shocks for reduced vertical motion and a vinyl pedestal cover. Upholstery to be black fabric. Seat to meet FMVSS 202 and 222.</p> <p>Driver's seat belt: Shall be a Type II, 3-point ELR design with a push button release.</p>	Comply
<b>Special needs equipment</b>	<p>Single lift door with opening measurements of 42"X60" mounted in the right rear of the bus. A secure-hold chain shall maintain the door in the open position. Pilot light and buzzer to indicate that the door is open. Vandal lock to secure the door.</p> <p>Braun lift with cover. (403 and 404 compliant). Lift wired to operate with key removed from the ignition. Controls to be mounted on door.</p> <p>Flanged "L" track recessed to accommodate four wheelchair positions and track mounted seats: two on the left side and two on the right side of bus.</p> <p>Include four Sure-Lok restraint systems FF612S-4C.</p> <p>Include four mesh tiedown pouches.</p>	Comply

Item	Minimum Specifications Required	Specifications furnished
<b>Stepwell</b>	3-step entrance covered with black pebble tread-rubber with white nosing (Reference Koroseal or equivalent). First step shall be 15" deep. Aluminized steel step riser covers shall be provided.	Comply
<b>Sun Visor</b>	Visor to be 6" x 30" opaque acrylic and fully adjustable.	Comply
<b>Switch Panel</b>	Shall be mounted to the left of the driver with switches for the electrical components. Rocker type switches are to be supplied. The switches shall provide illuminated lenses, international symbols and labeling for the appropriate function.	Comply
<b>Tow hooks</b>	Two hooks shall be provided at the front and rear of the vehicle.	Comply
<b>Ventilation</b>	Body shall be equipped with a static type, non-adjustable exhaust ventilator located in low-pressure area of front roof. A driver-controlled fresh air vent shall be provided.	Comply
<b>Warranty</b>	A copy of the manufacturer's warranty shall be enclosed with and become a part of bid,	Comply
<b>Windows</b>	Two-piece passenger side windows to be of safety tempered and tinted glass in flat black frames. The tint shall not exceed 26% light transmission. The top portion of the side windows shall be capable of being lowered to a position that provides an opening at least 12" x 22". Windows must be accessible for removal without lowering the wiring harness access panel.	Comply
<b>Windshield</b>	Tinted continuous curved safety plate laminated windshield. Shall be urethane bonded to the bus body to provide additional structural strength and maximum visibility. Glass shall be tinted with 5" non glare band. The windshield surface area shall be a minimum 3,000 sq inches of surface area.	Comply
<b>Windshield Washer</b>	Dual electric wet arm type windshield washers are required. Washer bottle shall have a one-gallon capacity and be accessible through front service panel.	Comply
<b>Windshield Wipers</b>	Bus to be equipped with two electrically operated, wet arm type wipers. Wipers are to be variable speed with intermittent function.	Comply

**Approved Optional Items**

<b>Item#</b>	<b>Description</b>	<b>Price</b>
42.	Electric motor/controller drive system	240,000
43.	Compression and exhaust brake	400
44.	Alternator – 270 amp	1,150
45.	Fire suppression system	5,400
46.	Ricon Lift	200
47.	112 db. Back up alarm	100
48.	Allison 2500 PTS	Included
49.	Allison 3000PTS	8,000
50.	Change to rear leaf-spring suspension	0
51.	Change to hydraulic brakes	0
52.	Tires – 10R22.5, Load range G, 16 ply	(600)
53.	Tires – 11R22.5, Load range G, 16 ply	(600)
54.	Wheels – Six aluminum	4,000
55.	Automatic tire chains	4,200
56.	Spare tire	1,000
57.	Spare wheel	500
58.	100 gallon fuel tank	600
59.	CNG engine	30,000
60.	Cruise control	100
61.	Gasoline Engine	(7,000)
62.	Diesel engine horsepower 190-229	9,000
63.	Diesel engine horsepower 230-249	10,000
64.	Diesel engine horsepower 250 or greater	11,000
65.	Increase wheelbase to between 159"-179"	1,200
66.	Increase wheelbase to between 180"-199"	2,000
67.	Increase wheelbase to between 200"-219"	3,000
68.	Increase wheelbase to between 220"-239"	4,000
69.	Increase wheelbase to between 240"-278"	5,000
70.	Increase wheelbase to between 279" or greater	6,000
71.	Backup camera in rear view mirror	1,200
72.	Remove adjustable steering column	0
73.	Five year chassis warranty – Increase warranty coverage on chassis related items not including drive train to five years/100,000 miles	4,000

Item#	Description	Price
74.	Remove adjustable accelerator and brake pedals	(150)
75.	Increase front axle to 10,000 lbs	600
76.	Increase front axle to 12,000 lbs	700
77.	LED stop, tail directional, marker and clearance lights	2,000
78.	LED eight-way warning lights	1,800
79.	Stop arm with strobe lights	1,000
80.	Stop arm with LED lights	1,000
81.	Remove acoustic ceiling headliner	(100)
82.	Battery cut off switch	Included
83.	Remove remote operated rearview mirrors	(500)
84.	Push – button, dash mounted shift control for Allison transmission	N/A
85.	16 gauge side sheets	500
86.	Mechanically operated driver's seat	(200)
87.	Add Disc Air Brakes	1,500
88.	Add or remove barrier	300
89.	Add or remove 45" passenger seat with three point harness	1,100
90.	Add or remove 39" passenger seat with three point harness	1,100
91.	Add or remove 30" passenger seat with three point harness	1,100
92.	Add or remove track and track mountings for passenger seats(per seat)	300
93.	Add infant child restraint seat to passenger seat (per seat)	400
94.	Add ISO latch to passenger seat (per latch)	50
95.	Add two cup holders	100
96.	Deduct for Nevada passenger seats	(200) per seat
97.	Air Conditioning – Dash mounted system	1,500
98.	Air Conditioning – 40,000 to 55,000 BTU free blow system/ducted	6,000
99.	Air Conditioning – 60,000 to 75,000 BTU free blow system/ducted	8,000
100.	Air Conditioning – 76,000 to 90,000 BTU free blow system/ducted	9,000
101.	Air Conditioning – 96,000 to 130,000 BTU free blow system/ducted	10,000
102.	Add side emergency door	1,000

Item#	Description	Price
103.	Add roof hatch	800
104.	Remove wheelchair lift door, wheelchair lift, cover and fire extinguisher	(4,000)
105.	Add or remove wheelchair station	1,000
106.	Interlock system – Install CHP approved and Title 13 exempt interlock system to allow driver to vacate the driver's compartment with the vehicle engine operating.	N/A
107.	Install 30" - 59" storage box (each)	1,000
108.	Install 60" – 99" storage box (each)	1,500
109.	Install 100" or greater storage box (each)	2,000
110.	Interior luggage racks	1,800
111.	Add transit compressor	9,000
112.	Air conditioning AC 310 Trop system or equivalent	16,000
113.	Child checkmate safety system	N/C
114.	DVD Player with flip down monitors	5,000
115.	Zonar pre trip inspection system	3,000
116.	Digital surveillance camera system	5,000
117.	Roof mounted strobe light	500
118.	Fog light	1,000
119.	Five year bumper to bumper warranty	4,500
120.	Cost plus 20% on any additional items not listed	20%
121.	GPS/Fleet management tracking system	2,000
122.	Engine Diagnostic software	3,000
123.	Diagnostic, storage, data retrieval device(lap top)	1,500
124.	Connector cables	1,000
125.	Additional passenger heater	500
126.	4 wheel drive conversion	35,000
127.	Towing extended warranty – one year	300
128.	Low level coolant warning sensor	100

# 81 Passenger Bus



## SPECIFICATIONS

### 81-passenger School Bus with various capacities and options

The school bus furnished shall comply with all current State of California and Federal Motor Vehicle Safety Standards in effect at time of bid. Additionally, Hemet Unified School District is requiring the following supplementary specifications.

**Under specifications furnished, fill in all spaces. Indicate compliance with "Comply" or explain equivalents or exceptions in the space provided.**

Equivalency of any exceptions to the items requested will be solely at the discretion of HUSD.

Prior to delivery, the bus shall be prepared for inspection and certification for operation by the California Highway Patrol. HUSD will not accept a bus that is not prepared for inspection and certification.

Minimum Specifications Required	Specifications furnished
<p><b>New school bus capable of transporting up to 81 passengers various capacities and options in a proper and safe manner.</b></p> <p><b>Bidder must be a valid franchised dealer for the unit(s) bid. Acceptable manufacturers are, Thomas, IC and Blue Bird.</b></p> <p><b>Bus must be new with transportation miles only.</b></p> <p><b>No alternative bids will be accepted.</b></p>	<p>Year:      New</p> <p>Manufacturer: Thomas Built Buses</p> <p>Model: Saf - T-Liner HDX - 141 YS</p> <p>Capacity: 81</p>
<p><b>Vehicle Dimensions</b></p> <p><b>Minimum G.V.W.R.: Up to 37,600 lbs.</b></p> <p><b>base: Up to 277"</b></p> <p><b>Maximum overall length: Up to 40'</b></p> <p><b>Maximum overall width: 8'</b></p> <p><b>Maximum overall height: 11'</b></p> <p><b>Minimum headroom: 78"</b></p>	<p><b>G.V.W.R.:</b>      37,600</p> <p><b>Wheelbase:</b>    277"</p> <p><b>Overall length:</b> 39' 11"</p> <p><b>Overall width:</b>   8'</p> <p><b>Overall height:</b>  11'</p> <p><b>Headroom:</b>      78"</p>

**Chassis Specifications**

Item	Minimum Specifications Required	Specifications furnished
<b>Accelerator Controls</b>	Accelerator to be electrically operated and shall include a dash-mounted fast idle switch which automatically disengages when the transmission is shifted from neutral. Accelerator pedal to be electronically operated variable-type, allowing for adjustments by driver.	Comply
<b>Air Cleaner</b>	Shall be a two-stage air cleaner, with replacement element. Shall be mounted within the body and accessed by a door. Air restriction indicator to show when the element needs to be changed.	Comply
<b>Alternator</b>	Shall be 12-volt of not less than 200 amps and provide at least 50% of the rated charge at engine idle. Mounting shall be heavy-duty two-leg type as specified in SAE-J-180. Reference Leece-Neville or equivalent.	Comply
<b>Axle, Front</b>	Shall be heavy-duty "I" beam design. Minimum 14,600 lb. axle capacity. Hubs shall be equipped with oil lubrication seals and have a sight glass to view oil level.	Comply
<b>Axle, Rear</b>	Shall be a full-floating type and have a minimum gross weight capacity of 23,000 lbs. Axle shall be equipped with oil lubricated wheel bearings, replaceable oil lubrication seals, and include a magnetic drain plug.	Comply
<b>Batteries</b>	Shall be a minimum three 12-volt type group 31 maintenance-free batteries. A lock shall be provided for the battery box door.	Comply

Item	Minimum Specifications Required	Specifications furnished
<b>Brakes</b>	<p>Service brakes shall be a dual full air antilock brake system designed to meet all requirements of FMVSS 121 in effect at time of manufacture. Brake lining to be no less than 900 square inches in area.</p> <p>Type: Drum  Front: 16.5" x 6"  Rear: 16.5" x 8 5/8"</p> <p>Brake system shall include a gear driven air compressor with a minimum output of 13.2 CFM, and a minimum of four air reservoirs with a total of 6,470 cu. in. of capacity. Air-operated accessories shall operate from an air tank separate from the brake system. Air reservoir drain valves shall be manually operated. Operation shall be located on the side of the bus. Air tanks shall be labeled by function with vinyl lettering.</p> <p>System shall be S-cam design with automatic slack adjusters. Parking brake shall be spring type with dash-mounted control valve.</p> <p>Brake pedal to be electronically operated variable-type, allowing for adjustments by driver.</p> <p>Air dryer shall be a Bendix AD-9.</p>	Comply
<b>Cooling System</b>	<p>Radiator to be heavy-duty construction with serpentine fins.. Radiator shall include transmission oil cooler located in bottom tank. Radiator to be accessible through hinged service door.</p>	Comply
<b>Design</b>	Type D bus with rear mounted engine.	Comply
<b>Drive Line</b>	Spicer Life Series with booted and permanently lubricated slip member. Greaseable U-Joints with double lip seals on end caps.	Comply
<b>Electrical</b>	System shall be 12-volt with negative ground. Protected by a 150-amp circuit breaker mounted in rear electrical junction box. All chassis circuits shall be protected by manual-reset circuit breakers or multiplex system.	Comply

Item	Minimum Specifications Required	Specifications furnished
<b>Engine</b>	<p>280 horsepower minimum; 900 ft. lbs. torque minimum, electronically controlled in-line 6-cylinder compressed natural gas powered engine. Cummins L9N Engine shall provide electronic monitoring system for water temperature, unaided cold starts to 0° F, engine diagnostic data and data logging capabilities. Maximum speed shall be limited to 65 mph. Must meet 2018 emissions.</p> <p>Please provide prices for Diesel engine</p>	Comply
<b>Exhaust System</b>	Single muffler with 4" tailpipe.	Comply
<b>Fan Drive</b>	Shall be a thermostatically controlled, hydraulically operated fan drive system with a 30" diameter, 8-blade fan.	Comply
<b>Frame</b>	<p>All welded and bolted construction with grade-8 head bolts and nuts. The main frame shall be a continuous section from the front of the vehicle to aft of the rear axle. Dimensions shall be not less than 10" x 3 1/2" x 1/4" with a minimum 50,000 PSI yield strength. Frame rails shall not be notched, tapered, or cutout to provide clearance for engine or stepwell installation. Engine shall be installed on bolted modular rails to provide a 10" drop section and a full – width clearance of not less than 34 inches between the rails. This allows for easy engine component accessibility and routine maintenance.</p>	Comply
<b>Fuel System</b>	<p>Fuel system includes four Type-3 CNG fuel cylinders measuring 15.3" diameter x 77.6" long with seamless aluminum liners and carbon fiber and epoxy composite over-wrap. All tanks shall be mounted transverse of the chassis frame rails and surrounded by a protective tubular cage assembly.</p> <p>Fuel system shall operate at 3600 PSI. Relief valves from each tank to be plumbed to a single large diameter vent pipe routed to the top right side of the bus body outside the passenger compartment.</p> <p>The fuel door shall be equipped with a starter interlock to prevent the engine from starting during fueling.</p>	Comply

Item	Minimum Specifications Required	Specifications furnished
<b>Instrument Panel</b>	<p>Instrument panel shall include:</p> <ul style="list-style-type: none"> <li>• Speedometer/7-digit odometer</li> <li>• Tachometer/Hourmeter</li> <li>• Oil pressure gauge</li> <li>• Water temperature gauge</li> <li>• Fuel gauge</li> <li>• Voltmeter</li> <li>• Dual air pressure gauges</li> <li>• Transmission temperature gauge</li> <li>• Combination directional signal/headlight dimmer switch on steering column.</li> <li>• Hazard warning switch on the steering column.</li> <li>• Audible warning for oil pressure, water temperature provided through stop engine, engine protection circuit. Separate light and tone for low air pressure.</li> </ul> <p>Engine compartment instrument panel to include:</p> <ul style="list-style-type: none"> <li>• On/off toggle ignition switch</li> <li>• Starter button with starter interlock switch</li> <li>• Switch for two compartment lights</li> <li>• Oil pressure gauge</li> <li>• Voltmeter</li> </ul>	Comply
<b>Rust proofing</b>	All chassis framing, fasteners, and suspension systems are to be painted with a rust-inhibiting paint after assembly and before body mounting.	Comply
<b>Shock Absorbers</b>	Heavy-duty direct acting double-action piston type – four 4 front and two 2 rear.	Comply
<b>Springs/ Suspension</b>	Front suspension to be two-leaf parabolic (taper leaf) type rated at a minimum of 14,600 lbs. capacity to provide durability and optimum ride characteristics. Rubber bushings are to be provided to eliminate maintenance and isolate vibration while nylon tip inserts eliminate noise. Rear suspension shall be vari-rate(radius leaf) with a capacity of 23,000 lbs.	Comply
<b>Steering</b>	Integral full power with a tilt and telescoping steering column and padded wheel.	Comply

Item	Minimum Specifications Required	Specifications furnished
<b>Tires</b>	Single front and dual rear 12R22.5 16-ply radial tubeless type tires.	Comply
<b>Transmission</b>	Allison PTS3000 5-speed automatic. The transmission shall have a capacity rating compatible with the power output of the engine furnished.	Comply
<b>Wheels</b>	Six 8.25" x 22.5" 10-hole disc hub-piloted wheels. All wheels to be interchangeable.	Comply
<b>Wiring</b>	<p>There shall be a minimum of three separate modular chassis wiring harnesses and two electrical junction boxes. The harnesses shall utilize sealed style connectors to provide optimal electrical connections. There shall be a harness for various other systems inside the front electrical compartment which is located on the interior of the body. There shall be a main chassis harness connecting the front and rear of the bus. A junction box located in the engine compartment will utilize a sealed connector and a vehicle electrical center for rear circuit breakers, gauges and switches to control ignition, compartment lights and rear starting. Multiple wiring harnesses aid in troubleshooting and provide access to the electrical system.</p> <p>All chassis wiring is to be color coded and numbered according to a logical and intuitive wire numbering system.</p>	Comply

### Body Specifications

Item	Minimum Specifications Required	Specifications furnished
<b>Aisle</b>	There shall be a minimum 12" wide center aisle from the entrance door to the rear of the bus. The aisle from the center aisle to the emergency doors shall be a minimum of 12 inches.	Comply
<b>Assist Rail</b>	<p>Back side of stepwell: There shall be a stainless steel assist rail at the entrance door, mounted near the midpoint of the stepwell and extending to near the top of the seat barrier.</p> <p>Front side of stepwell: There shall be a stainless steel assist rail at the entrance door, mounted near the midpoint of the stepwell and extending to heater/dash area.</p>	Comply

Item	Minimum Specifications Required	Specifications furnished
<b>Back-up Alarm</b>	The bus shall be equipped with an automatic back-up alarm installed behind the rear axle. This audible alarm shall be rated at a minimum of 97 dba in accordance with SAE-J-994b.	Comply
<b>Bumper, Front and Rear</b>	Shall be one-piece, formed from 3/16" plate steel. The bumpers shall be a minimum of 9 3/4" high.	Comply
<b>Color</b>	<p>Exterior: Shall be National School Bus Yellow.</p> <p>Trim, including bumpers, guardrails, warning light visors, and door handles shall be black.</p> <p>Wheels shall be painted or powder-coated National School Bus Yellow on both sides.</p> <p>Roof shall be painted white with rounded corners.</p> <p>Interior: Shall be blue or grey baked-on enamel. The area from the bottom of the side windows to the seat rail shall be clear-coated aluminized steel.</p> <p>All metal panels on the bus to be painted shall be primed on both sides prior to assembly.</p>	Comply
<b>Construction</b>	<p>The bus body shall be constructed of prime commercial quality steel or other material with strength at least equal to steel. The bus body shall be constructed to meet or exceed all state and federal school bus requirements in effect at the time of manufacture. Internal skeletal structure shall be welded. Screws, rivets, or huck bolts are not acceptable.</p> <p>Roof bow frame assembly shall consist of 14 gauge hat section bows extending from the bottom of skirting on one side to the other.</p> <p>Floor shall be constructed of 14 gauge galvalume "C" channels forming an "I" beam crossmember every 9".</p> <p>All components shall meet or exceed 2001/2002 60% Joint Strength Standards for the United States and Canada.</p>	Comply
<b>Defrosters</b>	Defroster shall be sufficient capacity to keep windshield clear of fog, snow, and ice. The defroster shall include full-length windshield defroster channel for even distribution of heated air to the windshield.	Comply

Item	Minimum Specifications Required	Specifications furnished
<b>Doors</b>	<p>The service door shall be an air- or electric-operated outward opening, two-panel door. An emergency opening control valve shall be located above the windshield adjacent to the door.</p> <p>The entrance door shall include a manually operated vandal lock with a grip handle mounted for convenient door opening.</p> <p>All entrance and exit doors shall be equipped with a full-width 1" x 3" padding located above the door opening. Pads shall be covered with fire block-type upholstery.</p>	Comply
<b>Electrical</b>	<p>The electrical system shall be 12-volt. The wiring shall be color and number coded and a wiring diagram shall be furnished with each bus.</p> <p>All body circuits shall be protected by manual-reset circuit breakers or self-monitoring multiplex system.</p> <p>Driver's area shall be equipped with a cellular phone power outlet.</p>	Comply
<b>Emergency Exits</b>	<p>All emergency exits shall conform to FMVSS 217 and California Title 13.</p> <p>Emergency Doors: There shall be a minimum of one emergency door, located on the left side of the bus. The door shall have a minimum of 31" x 58" clear opening.</p> <p>There shall be a device installed on the top of the emergency door that will automatically hold the door in the open position during emergencies and evacuation drills. Two pushout windows may be substituted for the right-side emergency door.</p> <p>Emergency doors and the rear pushout emergency window shall be equipped with a system of audible buzzers which will sound at the exit and in the driver's area when the release mechanism is moved toward the open position. A pilot light mounted on the driver's dashboard shall indicate the same.</p> <p>The emergency doors and window shall be equipped with a barrel bolt-type vandal lock with starter interlock. Rear pushout emergency window shall provide a clear opening of 55.25" x 21.75".</p> <p>Roof Hatch: Two roof hatches; combination ventilation and emergency exit shall be provided. Hatch shall not be equipped with warning buzzer.</p> <p>One inch of yellow reflective material shall extend around the perimeter of the roof hatch.</p>	Comply



Item	Minimum Specifications Required	Specifications furnished
<b>Engine Compartment</b>	<p>The rear engine compartment shall be fully insulated with thermal and sound barrier insulation sandwiched between the interior davenport seat panels and aluminized steel engine compartment panels. This insulation shall provide protection from heat, fumes and excessive noise from entering the passenger compartment. The engine compartment shall be capable of withstanding detergents and high-pressure wash.</p> <p>The engine door shall provide access to the engine compartment and related components. The door shall incorporate an interlock in the starting circuit to prevent starting the engine from the driver's area when the door is open. The opening shall be a minimum of 84" x 31". A cylinder-type lock shall secure the engine compartment door.</p> <p>The engine compartment shall be equipped with side engine doors, one each side. The doors shall be:</p> <ul style="list-style-type: none"> <li>• Secured by a lockable flush-mounted adjustable lever latch.</li> <li>• Hinged vertically for a swing-out design. Designed with hinges that have removable pins for greater access for service.</li> </ul>	Comply
<b>Exterior Paneling</b>	<p>Roof: The roof panel shall be one-piece, 20-gauge, zinc-coated steel, riveted to each flange of the body bow frame. Roof sheets ends shall be sealed to prevent leaks. Exterior panels shall be primed both sides before assembly for rust prevention.</p> <p>The exterior side panels shall be at least 20-gauge flat sheet steel, riveted to both flanges of the roof bows. The side sheets shall extend to the lowest area of the luggage compartments. The side panels shall be primed on both sides before assembly.</p>	Comply
<b>Fenderettes</b>	<p>The front and rear wheel openings shall be equipped with rubber fenderettes that extend from the body side approximately 3" for added protection.</p>	Comply

Item	Minimum Specifications Required	Specifications furnished
<b>Fire Extinguisher</b>	Each bus shall be equipped with one 5-lb. dry type chemical fire extinguisher. The fire extinguisher shall be mounted in the accessory compartment located above the windshield. This compartment shall contain a glass in the door so that the equipment may be seen.	Comply
<b>Body Fluid Kit, Triangle Flares &amp; Other Safety Equipment</b>	<p>Each bus shall be equipped with a metal type 24-unit first aid kit. The first aid kit shall be mounted in the accessory compartment located above the windshield. This compartment shall contain a glass in the door so that equipment may be seen. The door shall be equipped with a prop rod to hold the door open.</p> <p>Each bus shall be equipped with a set of triangle flares in accordance with FMVSS. The triangle flares shall be mounted in the accessory compartment located above the windshield.</p> <p>Each bus shall be equipped with hand held stop sign and vinyl pouch.</p>	Comply
<b>Floor Covering and Sub-floor</b>	<p>Floor covering shall be heavy-duty vinyl or rubber. The floor under the seats, over the wheelhouses, and in the driver's compartment shall be covered with smooth black color rubber. The aisle shall be covered with slip-resistant ribbed rubber. All floor seams must be sealed with a waterproof sealer and covered with a 1" wide stripping or molding.</p> <p>The floor covering along the sidewalls shall be covered with metal molding so that dirt cannot readily work underneath the edges.</p> <p>The sub-floor shall be water resistant exterior, Grade A 5-ply 5/8" thickness plywood.</p>	Comply
<b>Guard Rails</b>	<p>Minimum of four guard rails to be supplied:</p> <ul style="list-style-type: none"> <li>• One 4 1/4" located below windows</li> <li>• One 4 1/4" located at seat cushion level</li> <li>• One 4 1/4" located at floor level</li> <li>• One 4 1/4" located at bottom of skirt</li> </ul>	Comply

Item	Minimum Specifications Required	Specifications furnished
<b>Heater &amp; Defrosters</b>	<p>All heaters shall be of the copper coil design type with aluminum fins. Heaters shall be plumbed in parallel to obtain the maximum heater output.</p> <p>All heaters to be easily serviceable, with cleanable air filters.</p> <p>The front heater shall have a minimum rating of 90,000 BTU's with ducting for driver's heat. The rear heater shall have a minimum rating of 50,000 BTU's.</p> <p>The heater fans shall blow air toward the front and rear. A heater booster pump shall be installed. Heater cutoff valves - two shall be located behind an access door located forward of radiator and behind left side rear service access door.</p> <p>All heater hose connections shall be maintained with constant-torque clamps.</p> <p>Two adjustable six-inch two-speed electric fans shall be mounted above the windshield. Separate switches shall operate the fans.</p>	Comply
<b>Horns</b>	<p>Dual electric plus one air horn shall be provided. The air horn shall be mounted beneath the floor of the driver's area with the activation switch mounted on the switch panel in the driver's area.</p>	Comply
<b>Identification</b>	<p>The bus shall be lettered and numbered in accordance with all applicable federal and state requirements.</p> <p>Name:  Bus number:  CA number: CA</p> <p>One 6" X 9" certificate holder shall be installed on the front bulkhead.</p>	Comply
<b>Instruments Gauges &amp; Switches</b>	<p>The chassis instruments and gauges shall be located within easy view of the seated driver. (Also see "Instruments" in Chassis section.)</p>	Comply
<b>Insulation</b>	<p>Ceiling, sides and rear panels shall be insulated with a minimum 1.5" thick polyester insulation to properly deaden sound, reduce vibration, and provide a thermal barrier. The insulation shall be fire-resistant of type approved by Underwriters Laboratories, Inc.</p> <p>A heavy-duty aluminized steel barrier shall enclose 2" blanket insulation in the engine compartment. The area under the davenport seat and the top of the shelf under the rear pushout window shall be covered with 1/2" rubberized insulation material.</p>	Comply

Item	Minimum Specifications Required	Specifications furnished
<b>Interior</b>	All interior panels shall have lapped edges. Headliner shall be acoustic-type perforated full length with solid borders at lap joints. Interior headroom shall be a minimum 78".	Comply
<b>Locks</b>	All similar-type external locks shall be keyed alike.	Comply
<b>Lamps &amp; Signals</b>	<p>All lamps shall conform to applicable FMVSS and state laws in effect at time of manufacture. Lights to include:</p> <ul style="list-style-type: none"> <li>• Headlights: Single sealed beam halogen (42 watt low beam/65 watt high beam) lights with daytime running lights</li> <li>• Cluster: Three amber LED front, three red LED rear Marker: Two amber LED front corners, two amber LED rear corners and two amber LED side roof. Single switch shall operate cluster and marker lights.</li> <li>• Stop: One red LED right rear, one red LED left rear, 7" minimum</li> <li>• Tail: One red LED right rear, one red LED left rear, 4" minimum</li> <li>• Back up Lamps: Two 4" clear lenses</li> <li>• Stepwell: One minimum operating with entrance door open.</li> <li>• Dome: Up to ten mounted over seats for optimum aisle clearance. Switch to be wired to battery.</li> <li>• Driver's Dome: Dome light mounted over driver's seat and operated with separate switch.</li> <li>• Directional Front: Two round amber LED, 7" minimum</li> <li>• Directional Side lights: Two amber LED lights, located over front wheel wells. Two red LED lights, located over rear wheel wells.</li> <li>• Directional Rear: One amber LED right and one amber LED left, 7" minimum.</li> <li>• Reflectors: Three on each side of bus, two on rear school bus.</li> <li>• Strobe Light Wiring: Wiring, switch and pilot light to be provide for future fixture.</li> </ul>	<p>Comply</p> <p>Cont'd page 57</p>

Item	Minimum Specifications Required	Specifications furnished
	<ul style="list-style-type: none"> <li>• Stop Arm: Electric stop sign mounted rear and meeting all FMVSS and California Title 13 specifications.</li> <li>• Warning Lights: Halogen 8-light warning system, four amber and four red alternately flashing warning lights shall be provided to meet latest state and Federal Motor Vehicle Safety Standards meeting all FMVSS and California Title 13 specifications. Warning lights shall be equipped with black hoods.</li> <li>• Engine Compartment: Two lights to illuminate engine compartment.</li> <li>• License plate: Two lights to illuminate the license plate areas</li> </ul>	Comply
<b>Luggage Compartment</b>	Bus shall be equipped with a minimum of 69" pass-through luggage compartment. Include locks, lights, switches and shocks.	Comply
<b>Manuals</b>	An operator's manual shall be furnished.	Comply
<b>Mirrors</b>	<p>Interior mirror shall be 6" x 30" safety glass with protected edges.</p> <p>Exterior mirrors "European Style" overhung mirror assembly single point mount, triple lens head, break away arm, one flat rear view 9.66" x 8.39", one convex rear view 4.88" x 8.75", and one convex cross view 8.17" x 9.35". Mirrors shall be heated and operated remotely from the driver's compartment. Mirrors shall comply with FMVSS 111.</p>	Comply
<b>Mounting</b>	Bus body shall be mounted to chassis frame in such a manner as to prevent shifting. Mounting brackets with two bolts per bracket shall secure the body to the chassis. Rubber mounting pads reinforced with fiber shall be used to cushion the body on the chassis at every floor cross member.	Comply
<b>Mud Flaps</b>	There shall be rubber mud flaps mounted on the rear side of the front and rear wheel wells.	Comply
<b>Noise Suppression Switch</b>	Bus shall be equipped with a switch to temporarily disable all noise-producing accessories simultaneously, including heater blowers, auxiliary fans, radio, etc. Switch shall be located on the driver's switch panel.	Comply
<b>Radio</b>	Radio shall be AM/FM/CD/PA with antenna, eight premium interior speakers and microphone.	Comply

Item	Minimum Specifications Required	Specifications furnished
<b>Seats and Barriers</b>	<p>Passenger Seats: Bus shall accommodate up to 79 passengers in Syntec seating seats with three-point passenger restraints. All seats shall comply with all applicable FMVSS and California Title 13 specifications.</p> <p>Barriers: 45" high barriers shall comply with all applicable FMVSS and California Title 13 specifications. Barrier frames shall be powder-coated, non-reflective black. Barriers shall be mounted forward of the front two seats. Each barrier shall be fit with a modesty panel. Upholstery to match seats.</p> <p>Driver's seat: Shall be high back with adjustable seat back and a left side arm rest. Seat back to recline 15° and include adjustable lumbar support. Seat cushion width shall be minimum 20" and offer forward cushion tilt for optimum driver comfort. Seat slide shall have minimum 7" adjustment by finger tip control. Air pedestal to include additional shocks for reduced vertical motion and a vinyl pedestal cover. Upholstery to be black fabric. Seat to meet FMVSS 202 and 222.</p> <p>Driver's seat belt: Shall be a Type II, 3-point belt with height-adjustable "D" loop for driver comfort. The belt shall be of ELR design with a push button release.</p>	<p>81 passengers</p> <p>Comply</p>
<b>Stepwell</b>	<p>3-step entrance covered with black pebble tread-rubber with white nosing (Reference Koroseal or equivalent). First step shall be 15" deep. Aluminized steel step riser covers shall be provided.</p> <p>A stepwell guard to protect the underside of the steps from road hazards shall be provided.</p>	Comply
<b>Sun Visor</b>	Visor to be 6" x 30" opaque acrylic and fully adjustable.	Comply
<b>Switch Panel</b>	Shall be mounted to the left of the driver with switches for the electrical components. Rocker type switches are to be supplied. The switches shall provide illuminated lenses, international symbols and labeling for the appropriate function.	Comply
<b>Tow hooks</b>	Two hooks shall be provided at the front and rear of the vehicle.	Comply
<b>Ventilation</b>	Body shall be equipped with a static type, non-adjustable exhaust ventilator located in low-pressure area of front roof. A driver-controlled fresh air vent shall be provided.	Comply
<b>Warranty</b>	A copy of the manufacturer's warranty shall be enclosed with and become a part of bid,	Comply

Item	Minimum Specifications Required	Specifications furnished
<b>Windows</b>	Two-piece passenger side windows to be of safety tempered and tinted glass in flat black frames. The tint shall not exceed 26% light transmission. The top portion of the side windows shall be capable of being lowered to a position that provides an opening at least 12" x 22". Windows must be accessible for removal without lowering the wiring harness access panel.	Comply
<b>Windshield</b>	Two piece continuous curved safety plate laminated windshields. Shall be urethane bonded to the bus body to provide additional structural strength and maximum visibility. Glass shall be tinted with minimum 3850 sq inches of surface area.	Comply
<b>Windshield Washer</b>	Dual electric wet arm type windshield washers are required. Washer bottle shall have a one-gallon capacity and be accessible through front service panel.	Comply
<b>Windshield Wipers</b>	Bus to be equipped with two electrically operated, wet arm type, bottom-mounted wipers. Wipers are to be variable speed with intermittent function. Access to wiper motors through exterior panels.	Comply

**Approved Optional Items**

<b>Item#</b>	<b>Description</b>	<b>Price</b>
129.	Electric motor/controller drive system	240,000
130.	Outriggers	700
131.	CNG 4-tank system	Included
132.	Deduct for Nevada seats	(200) per seat
133.	Left side fill for CNG	1,500
134.	Diesel engine 200 – 229 HP	(25,000)
135.	Diesel engine 230-249 HP	(25,000)
136.	Diesel engine 250 – 269 HP	(24,000)
137.	Diesel engine 270 - 285 HP	(24,000)
138.	Diesel engine 286 -300 HP	(24,000)
139.	Decrease wheelbase to 181” through 208”	(1,200)
140.	Decrease wheelbase to 209” through 237”	(1,000)
141.	Decrease wheelbase to 238” through 266”	(500)
142.	Decrease wheelbase to 267” through 276”	N/C
143.	Remove 69”-94” through luggage compartment	(1,200)
144.	95”-124” through luggage compartment	3,000
145.	125” or greater through luggage compartment	4,200
146.	Four-wheel air disc brakes	3,000
147.	10” rear brakes (Air Ride Required)	3,500
148.	Remove 15” first entrance step	(250)
149.	Fire suppression system	5,500
150.	Non-Euro style mirrors	N/C
151.	Solenoid-operated air drains in drivers area	1,000
152.	Reduce capacity of front axle/suspension to 13,200 lbs.	(200)
153.	Change to two 8-D batteries	1,000
154.	Change to forward-controlled engine transit model	(4,000)
155.	Change to activity bus	1,000
156.	Remove Adjustable pedals	(500)
157.	High strength frame rail	1,200
158.	Remove page system	N/C
159.	Back up camera in rear view mirror	1,200
160.	Compression and exhaust brake	500
161.	Strobe light	500

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Item#	Description	Price
162.	Fog lights	700
163.	Remove acoustic-type perforated headliner	(500)
164.	16-gauge side sheets	500
165.	Five-year limited body warranty	N/C
166.	Five-year / 100,000 mile transmission warranty	N/C
167.	Allison 3000 PTS retarder transmission	7,500
168.	Hand-control for transmission retarder	300
169.	270 AMP alternator	1,700
170.	Interlock system	1,600
171.	Add or remove 30" 3-point restraint seat	1,000
172.	Add or remove 39" 3-point restraint seat	1,000
173.	Add or remove 45" 3-point restraint seat	1,000
174.	Remove 39" flex seat 3 point restraint seat	1,000
175.	Add or remove 30"-39" FMVSS restraint seat	N/A
176.	Add or remove barrier	300
177.	Add track and track mountings for passenger seats (per seat)	300
178.	Add infant child restraint seat each	500
179.	Add ISO Latch to passenger seat (per set)	100
180.	blank	
181.	Interior luggage racks (each side)	1,200
182.	Aluminum wheels (each)	800
183.	60-gallon fuel tank	700
184.	100-gallon fuel tank	1,500
185.	Automatic tire chains	5,000
186.	Mechanically operated drivers seat	(200)
187.	Remove remote operation on mirrors	(500)
188.	Remove heated mirrors	(100)
189.	Back up camera in rearview mirror	1,200
190.	LED eight light warning system	3,000
191.	LED stop arm	1,000
192.	LED strobe stop arm	1,000
193.	Remove LED lights	(1,000)
194.	Wheelchair lift door	3,000
195.	Wheelchair lift	5,000

Item#	Description	Price
196.	Wheelchair station	1,000 each
197.	Lift cover and 5 lb. fire extinguisher	500
198.	112 DB. back-up alarm	100
199.	Cruise control	500
200.	Severe-duty package	700
201.	Digital color camera system	5,000
202.	Analog color camera system	N/A
203.	Checkmate child safety system	N/C
204.	DVD Player with monitors	5,500
205.	Spare wheel	500
206.	60,000 to 75,000 BTU free-blow air-conditioning system	5,700
207.	76,000 to 90,000 BTU free-blow air-conditioning system	11,000
208.	91,000 to 110,000 BTU free-blow air-conditioning system	16,000
209.	111,000 to 130,000 BTU free-blow air-conditioning system	20,000
210.	125,000 BTU max roof top ducted air-conditioning system	21,000
211.	180,000 BTU max roof mounted ducted air-conditioning system	24,000
212.	Transit compressor for air-conditioning system	10,000
213.	Side emergency door	600
214.	Front air ride 2-bag suspension	3,500
215.	Rear air ride 2 bag suspension	8,000
216.	Front air ride 4-bag suspension	7,000
217.	Rear air ride 4-bag suspension	15,000
218.	Add or remove roof hatch	500
219.	11R22.5 tires (6)	(550)
220.	10R22.5 tires (6)	(600)
221.	Cost plus 20% on any additional items	20%
222.	Extended engine warranty Cummins - 7/150k	5,000
223.	Extended chassis warranty 5 yr/100k excluding drivetrain	5,000
224.	GPS/fleet management tracking system	2,000
225.	Engine diagnostic software	2,500
226.	Diagnostic, storage, data retrieval device	2,500

Item#	Description	Price
227.	Connector cables	1,200
228.	Additional passenger heater	300
229.	Towing extended warranty- 1 year each year to 2 years	800
230.	Low level coolant warning sensor	100
231.	Extended towing warranty – 3yr	1,200
232.	Extended towing warranty – 4 yr	1,500
233.	Extended towing warranty – 5 yr	1,800
234.	Extra dome lights (set of two)	100
235.	Deduct for Nevada seats	(200) per seat
236.	6 <sup>th</sup> speed on transmission open	800
237.	Flip signs	700
238.	Flip visors	900
239.	Sanders	3,500
240.	Spare tire	1,000
241.	Exhaust brake	400
242.	250hp ISLG engine	(1,500)



# Santa Cruz City Schools

**PURCHASE ORDER** PO22-00625  
**DATE:** 08/19/2021  
**VENDOR FAX:**  
**VENDOR PHONE:**

**BILL TO:**  
 Business Department  
 Attn: Accounts Payable  
 133 Mission Street, Ste 100  
 Santa Cruz, CA 95060  
 (831) 429-3410

**SHIP TO:**  
 Transportation  
 300 La Fonda  
 Santa Cruz, CA 95062

(831) 429-3851

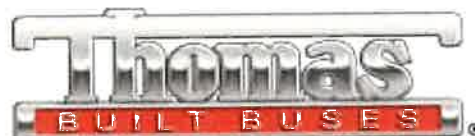
**ORDERED FROM:**  
 BUSWEST  
 PO BOX 101284  
 PASADENA, CA 91189-1284

No Saturday Deliveries

ORDER LOCATION				REQUISITIONER	REQUISITION #
TRAN - Transportation				Paula Morin	R22-00799
DATE REQUIRED	F.O.B.	TERMS OF PAYMENT	SHIP VIA	BUYER	RPQ #
ITEM	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENSION
			QUOTE NO. SB5472		
1	1	EACH	NEW 2021 THOMAS BUS SAF-T-LINER C2	124,593.00	\$124,593.00
2	1	EACH	DOC FEE	85.00	\$85.00
3	1	EACH	CA RECYCLE FEE	10.50	\$10.50
			BOARD APPROVAL DATE 8/18/21		
			ORDER # SBRC 08821		
			Order Sub-Total		\$124,688.50
			Sales Tax		11,532.72
			Shipping		.00
			Adjustment		.00
			<b>Order Total</b>		<b>\$136,221.22</b>

  
 Authorized Signature





### Bid Form

July 15, 2021

Customer Order No.: SBRC 08821

Honorable Board of Trustees  
Santa Cruz City Schools  
133 Mission St, Suite 100  
Santa Cruz, CA 95060

BusWest respectfully submits for your consideration our bid to supply 1 complete 48 pax passenger school bus as follows:

<b>Chassis Make:</b> Thomas	<b>Model:</b> B2 106	<b>Model Year:</b> 2021
<b>Wheelbase:</b> 219"	<b>Engine:</b> Cummins ISB	<b>Horsepower:</b> 260
<b>Body Make:</b> Thomas	<b>Model:</b> Saf-T-Liner C2	<b>Capacity:</b> 48 pax
<b>Transmission:</b> Allison 2500 PTS		
<b>Delivery Date:</b> 60-90 Days after receipt of order		<b>Subject to Prior Sale:</b> Yes

<b>Cash Purchase Price (each):</b>	\$ 124,593.00
<b>Doc Fee:</b>	\$ 85.00
<b>Sales Tax @: 9.250%</b>	\$ 11,532.72
<b>CA. Recycle Fee: \$1.75 ea. tire</b>	\$ 10.50
<b>Total</b>	<b>\$ 136,221.22</b>

We have examined the detailed minimum specifications established by the school board and guarantee this bid to be in accordance thereto. Above price includes all dealer prep., pre-delivery service, necessary lettering, F.O.B. school district and documentation fee.

\_\_\_\_\_  
Darren Salo, Sales Representative

**Quote is good for thirty (30) days**

Quote No.: SB5472

**Carson – Main Headquarters**  
21107 South Chico St. Carson, CA. 90745  
Sales Toll Free: (800) 458-9199 Main: (310) 984-3900 Fax: (310) 984 -3996  
Parts Toll Free: (866) 707-7800 Fax: (310) 984-3994  
[www.buswest.com](http://www.buswest.com)

**Sacramento**  
210 North East St., Woodland, CA. 95776  
Main: (424) 210-3020  
**Fresno**  
4337 North Goldenstate Ste#101, Fresno, CA 93609  
Main: (559) 277-0118





Jim Monreal &lt;jmonreal@sccs.net&gt;

## \* Action Requested: Diesel bus -Documents attached

1 message

Emil Frates &lt;efrates@sccs.net&gt;

Fri, May 19, 2023 at 1:04 PM

To: Jim Monreal &lt;jmonreal@sccs.net&gt;

Cc: Trevor Miller &lt;trevormiller@sccs.net&gt;

RE: Item from 5/18 Transportation meeting at Facilities- Diesel bus purchase- quote attached and piggyback. \*Time Sensitive

Jim,

1st my apologies- unfortunately if we are to move forward, it will have to be quickly- there are only 12 remaining diesel C-2 buses in California. I hope we may be able to move forward quickly to secure before inventory is depleted. A signature is required to reserve/secure bus.

Attached is quote for one diesel powered, 32 passenger + 1 wheelchair, Thomas C-2 school bus. Total cost, FOB Harbor HS- \$195,101.26. (\$58,880 increase in two years, 43%)

Similar bus purchased July 2021 -48 passenger diesel Thomas C-2, \$136,221. (the difference- the new bus is 20% smaller in length- is able to transport 30 elementary/2 adults/1-wheelchair)

Per rep Darren Salo- 35 of this type bus were ordered, as of today 12 remain- two have been sold since yesterday 5/18. To reserve and secure this bus requires a signature on the bottom of Customer Quotation page.

Delivery October. Hemet Unified is the piggyback (attached)

### The Need:

Transportation has 12 routes. Working school bus inventory is 10, with 3 spare buses.

We have been waiting for electric buses (should have already received 3)- looking at 2024/2025 for deployment of electric buses.

Using two vans daily: Enterprise rental, B40SS van 96 or Van 13 transporting special ed students. Vans have limited seating- we are only able to transport 3 students at a time due to the close environment and the students have behavioral/social issues.

Must get a bus to provide service to special needs- cannot rely on the three spare diesel buses as they are 18 year old retrofitted with particulate trap retrofits- they will not tolerate day to day route work. **CARB rules for 2024- these three diesel buses may not be used on the road after December 31st 2023- they may only be operated if they are slated for replacement (we have them in the Set-Aside).**

Cannot continue to wait-and-see on the electric buses with unknown delivery dates sometime in 2024 or 2025, and it is questionable whether the electric buses will be able to handle the day-to-day stress of route work.

### Considerations:

#1- the life span of the C-2 diesel will be twice that of a gas powered cut-away bus. It is a true bus, designed in 2004 and has been in continuous production as a commercial school bus.

a) C-2 is configured for special education students- the vehicle has wheelchair lift and is able to be reconfigured to transport up to four wheelchair students.

b) Large enough for single class (32 passengers) general education activity trips, athletic teams with up to 22 passengers- will travel over Hwy 17 without issue.

c) No additional diesel school buses are available to be sold in California as 2024 CARB emissions are so strict, no diesel engine manufacturer has engineered a diesel engine that will pass 2024 CARB standards.

d) Running one special ed route using rental Enterprise van \$1,293.15/month. Releasing the Enterprise van saves \$15,517.80/year.

e) Electric buses are projected to arrive 12 to 18 months out. We do not have a reliable substitute schoolbus fleet for special ed. Any one of our route buses going down will cause a cascade of expense. We will be reacting, rather than being Pro-active (the Santa Cruz City Schools way- being Pro-active.)

f) Gas powered cut-aways have a maximum capacity of 25. They have limited use for anything other than route work, limited suitability for trips. Projecting a lot of demand in 2023-2024, this bus will be used for large number of trips.



g) Bus purchases prices for gasoline buses are projected to go higher for the foreseeable future- and without a diesel alternative, the demand will be crazy.

Please guide me on next steps- I sincerely hope we can move forward on this today...






Emil  
831-251-6805

--  
**Emil F Frates**  
Supervisor, Transportation  
Santa Cruz City Schools  
133 Mission St, Suite 100  
Santa Cruz, CA 95060  
(831) 429.3851  
(831) 429.3837 (FAX)  
efrates@sccs.santacruz.k12.ca.us



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**5 attachments**

-  **051923 Santa Cruz City Schools 32+1 var C2 stk SB6237 Bid Proposal (1).pdf**  
147K
-  **051923 Santa Cruz City Schools 32+1 var C2 stk SB6937 Proposal (1).pdf**  
181K
-  **051222 Hemet Piggyback Documents.pdf**  
7822K
-  **BusWest PO22\_00625 for C2 deliver week of Aug 23rd 2021.pdf**  
637K
-  **New Bus Aug 18 2021 Bid Form 136\_221\_22 (2).pdf**  
26K



# Customer Quotation

**Prepared For:**  
 Santa Cruz City Schools  
 133 Mission St, Suite 100  
 Santa Cruz, CA 95060

**Prepared By :**  
 Buswest  
 21107 S. Chico Street  
 Carson, CA 90745

**Stock Number:**  
 SB6937

**Quote Date:**  
 5/19/23

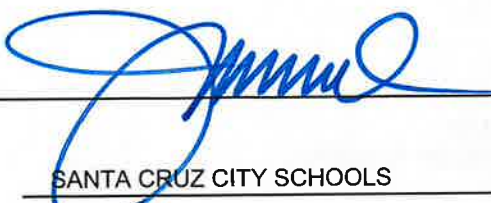
**Customer Order No:**  
 SBRC 100147

**Model Profile: Saf-T-Liner C2 221TS**

**Product Type:** School Transportation  
**Year:** 2024  
**Chassis Model:** B2 106  
**Chassis MFG:** FLNER  
**GVWR:** 33,000  
**Passenger Capacity:** 32+1/18+4 var  
**Headroom:** 78  
**Wheelbase:** 199  
**Brake Type:** AIR  
**Engine Type:** CUMMINS B6.7 240 DIESEL, 6 Cyl, 240 HP, 2600 RPM  
**Fuel Type:** DIESEL  
**Fuel Tank Capacity:** 60  
**Transmission Type:** ALLISON 2500 PTS AUTOMATIC TRANSMISSION  
**Axle, Front:** 10000-lb Capacity  
**Axle, Rear:** 23000-lb Capacity  
**Tires, Front:** BRIDGESTONE R250ED 255/70R22.5 16 PLY TIRES  
**Tires, Rear:** BRIDGESTONE R250ED 255/70R22.5 16 PLY REAR TIRES  
**Suspension Front:** 10,000 LB. TAPERLEAF FRONT SUSPENSION  
**Suspension Rear :** AIRLINER 23,000 LB. REAR SUSPENSION

*\*Detailed Specification Attached*

**CUSTOMER ORDER APPROVAL**

**Customer Signature\*\*:**  \_\_\_\_\_ **Date:** 05/25/23

**New bus(es) Info:**  
**Name on bus:** SANTA CRUZ CITY SCHOOLS  
**Bus Number(s):** 28 **CA Number:** CA 36795

**\*\* I have reviewed the quote detail for accuracy and I agree to order the bus(es) as listed**

**Includes the Following Equipment:****BODY****ACCESSORIES**

- 1 LOCKS-KEYED ALIKE #CH545

**CERTIFICATION/SAFETY**

- 1 REFLECTTAPE-SI EMER DR 30" YEL
- 1 REFLECTTAPE-SI LIFT DR 50" YEL
- 1 REFLECTIVE TAPE-EMERGENCY DOOR REAR YELLOW
- 1 FIRE EXTINGUISHER-5 3A-40BC
- 1 REFLECTORS-AMBER(2) MID BDY 3"
- 1 REFLECTORS-RED (4) RR/RR SI 3"
- 1 HANDLES-W/S SERVICE, BLACK
- 1 KIT,FIRST AID 24 UNIT CALIFORNIA
- 1 KIT - BODY FLUID CLEAN-UP NATIONAL STANDARDS
- 1 LABEL-PASS ADVISOR INSTRUCTION
- 1 LOCATION-VESTIBULE FLOOR PLATE LEFT 5LB FE
- 1 TRIANGLES-REFL. 3 W/BOX
- 1 OPEN VIEW-ES, HEATED, RMT,SS
- 1 MIR-B EXT.CROSSVIEW HTD S.S.BRKT
- 1 SIGN-STOP, ELEC RR #SE1-79800C LED STROBE
- 1 MIRROR-INT 6"X30" CAMERA
- 1 LABEL(S)-SPECIAL DATA, CA
- 1 LABEL-VEHICLE CERTIFICATION
- 1 CARB EMISSION CERTIFICATION - CLEAN IDLE

**DOORS**

- 1 STEP-RS ALUM.ENT.DR 8.75"RISER
- 1 HANDLE-INT RR DR BLACK
- 1 HANDLE-EXTERIOR REAR DOOR WITH RECESS
- 1 LATCH-DOOR INTERIOR STORAGE OVER WINDSHIELD
- 1 VANDALOCK-REAR DOOR W/BOLT
- 1 DOOR-ENT AG2 TINT TEMP LOCK
- 1 POWER SYSTEM-AG2 AIR ENTRANCE DOOR
- 1 ELEC-AG2 AIR OPERATED ENTRANCE DOOR
- 1 VANDALOCK-ALUM.ENT.DR.CYLINDER W/KEY
- 1 PULL-ENTRANCE DOOR, EXTERNAL ALUMINUM
- 1 DOOR-SI EMERG LS CTR 30" OPG
- 1 DOOR-SI LIFT RS RR 50" OPG
- 1 VANDALOCK-SI DR W/BOLT 30"
- 1 VANDALOCK-SI DR W/BOLT 50"
- 1 THRESHOLD 30" EMERGENCY DOOR (1)
- 1 THRESHOLD 50" LIFT DOOR
- 1 KEY-VANDALOCK REAR DOOR NONE
- 1 HEADER-50" REAR LIFT DOOR NON-ADA
- 1 PAD-DR HEADER, SI EMER 26"W
- 1 PAD-DR HEADER, SI EMER 46"W
- 1 PAD-DR HEADER, RR EMER 36"W
- 1 RAIL-ASSIST FRONT ENTRANCE DOOR RIGHT SIDE 1"OD
- 1 RAMP-SI DOOR 18" @ DOOR SILL

**ELECTRICAL - BODY**

- 1 FAN-CIRC MID W/S HDR BLACK
- 1 ELEC-FAN MID W/S HDR
- 1 FAN-CIRC DRV'S WDO HDR BLACK
- 1 ELECTRICAL-FAN DRIVER'S WINDOW HEADER
- 1 RADIO-AM/FM DEA700 W/PAGE
- 1 OPER-AUTOMATIC FAST IDLE
- 1 ELEC-NO ZONAR MONITORING
- 1 ELEC-BACKING CAMERA
- 1 OPER-DOOR AIR ENT.W/ BAT.2 POS.
- 1 OPERATION-DOOR REAR EMERGENCY WITH BUZZER/PILOT LAMPS
- 1 ELEC-EMERG/EXIT DOORS FMVSS COMPLIANT LIFT
- 1 ELEC-HARDWARE FRT LIFT PUMP
- 1 MONITOR-LPS WARN NONE
- 1 LPS-DOME OVER DRIVER LED
- 1 LPS-DOME PASS MEDIUM LED ( ) 221T

- 1 ELEC-PASS DOME LPS MEDIUM 221T
- 1 SWITCH-RKR DOME LPS FRT/RR
- 1 MODULE-PWR.DIST.ELEC.SYS.
- 1 OPER-STPWLL LPSW/PARKLPS&ENT DR.
- 1 LPS-STP/TAIL/DIR AMBER/REV LED
- 1 ADVISORY-PASSENGER HORN ACTIVATION, WITH SWITCH
- 1 LPS-PILOT VANDALOCK STATUS RED
- 1 ELEC-PWR, GND, NETWORK, BUZZ
- 1 LPS-PILOT W/C LIFT POWER GRN
- 1 LAMPS-PILOT EMERGENCY DOOR RED
- 1 LPS-PILOT LIFT DOOR GREEN
- 1 OPER-LPS,DOME SPECIAL ACT.BUZ.W/O VANDALOCK
- 1 LAMPS-PILOT REAR EMERGENCY DOOR RED
- 1 LAMPS-PILOT POST TRIP INSPECTION RED
- 1 LAMPS-SIDE DIRECTIONAL AMBER FRONT 2 CP LED
- 1 LPS-WARNING LED (8)
- 1 OPER-LPS WARNING (8) PKG 27
- 1 OPERATION-LAMPS REVERSE WITH REAR EMERGENCY DOOR OPEN
- 1 LPS-ID AMB/RED LED
- 1 LPS-MKR ROOF FRT/RR LED
- 1 ELEC-LPS ID/MKR PARK/SWITCH
- 1 SWITCH-LAMPS ID/MARKER LAMPS
- 1 STROBE-ECCO 7460CC 6' FROM REAR
- 1 LPS- STOP/TAIL 4" FLS.MT L.E.D.
- 1 SWITCH-ROCKER FAN DEFROST WINDSHIELD
- 1 SWITCH-ROCKER NOISE SUPPRESSION ON/OFF
- 1 OPER-DRVR'S DOME LPS ON/OFF BATT
- 1 LPS-SI DIR AMB LED GRD RR.AXLE
- 1 SWITCH-ROCKER STROBE LAMPS
- 1 OPER-LPS DOME (2)ON/OFF BATTERY
- 1 LAMPS-PILOT WARNING LIGHTS RED
- 1 LAMPS-PILOT WARNING LIGHTS AMBER
- 1 OPERATION-LAMP STROBE, IGNITION & SWITCH ACTIVATED
- 1 SWITCH-ROCKER A/C FAN SPEED
- 1 ELEC-CABLE PRIM PWR & GND-CUSTOMER ACCESS
- 1 OPERATION-LAMPS SIDE DIRECT.ONLY
- 1 ELEC-LPS,DOME SPECIAL ACT.BUZ.W/O VANDALOCK
- 1 BLOCK-FUSE CUSTOMER ACCESS
- 1 OPER-PRE-TRIP INSPECTION
- 1 ELEC-SEAT BELT PILOT LAMP
- 1 OPER-SEAT BELT PILOT LAMP
- 1 LAYOUT-ROCKER SWITCH STANDARD
- 1 CIRCUITRY-MULTIPLEX PRESENT
- 1 ELEC-PV 360 CAM STOP/TAIL/TURN
- 1 ELEC-ELECTRIC STOP SIGN FRT
- 1 SPEAKERS-INT. 30 WAT.(4) 221T
- 1 ELEC- (4) INT SPEAKERS 221T
- 1 DOME LPS - MEDIUM
- 1 PASS DOME LPS,FWD/REAR SWITCH SPECIAL ACTIVATION
- 1 112DB BACKUP ALARM

## **EXTERIOR**

- 1 FLAPS-MUD, REAR 22.5"W
- 1 FLAPS-MUD, FRONT 16"W X 12"H
- 1 STEPS-EXT W/S SERVICE
- 1 FENDER-QUARTER 24" BATTERY BOX DOOR
- 1 BODY ADJ-FTL, BTR LS FFLOC
- 1 REINFORCEMENT-FRAME 24" BATTERY DOOR AND A/C
- 1 CAP-ENTRANCE DOOR STANDARD
- 1 FLOOR-NON ADA
- 1 BUMPER-REAR 2 BRACES NO EXHAUST HOLE
- 1 SKT.FWD.STPWLL LO DEF
- 1 CAP-FRT ROOF VENT W/WARN.LPS.
- 1 CAP-REAR ROOF W/WARN.LPS.
- 1 GUSSET-21"H LWR SIDE SHEET
- 1 SHEET-LWR, L MID 20G,21"

- 1 SHEET-LWR,L RR 20G,21"
- 1 SHEET-LWR,R MID 20G,21"
- 1 SHEET-LWR,R RR 20G,21"
- 1 VISOR-EXT.@ WARN LPS-EXTENDED
- 1 DOOR-U/B L BATTERY 24"
- 1 DOOR-FUEL FILL ACCESS BTR
- 1 FENDERETTE-STL/RBR FLATFLR 21"
- 1 LATCH-BATT DOOR NON-LOCKING
- 1 LATCH-FUEL FILL ACCESS (THUMB)
- 1 VENT-STATIC PRESENT
- 1 PILASTER - 221T, 309
- 1 LATCH-NON-LOCKING DEF ACCESS DOOR
- 1 TUFFCOAT-STEPWELL
- 1 RAIL-SNOW RAIL PRESENT
- 1 HARDWARE-MOUNTING CLIPS STANDARD

### **HVAC**

- 1 AC-121133T 126K BTU-FREE BLOW
- 1 AIR CONDITIONING CONTROLS-STANDARD
- 1 CONDENSER- CM3 (2)
- 1 EVAP - IW10 RR, EM1 SIDE
- 1 EVAP TRIM-REAR INT(2) IW10
- 1 PLUMB.-AC COMP DUAL ISB CRIMPED
- 1 AC CTL.BD.STD.TIE IN SGL.LOOP
- 1 PLUMBING-IW10, EM1
- 1 AC DUCT - NOT PRESENT FRONT SIDE EVAP ONLY
- 1 HTR-U/S LS 40,000 BTU RR WALL
- 1 HOSE-HTR BLUSTRIP NO W/H POS 15
- 1 CLAMPS-UNDERSEAT HEATER CONSTANT TORQUE
- 1 PLUMBING-30" COVER
- 1 HEATER, DEFROSTER,AND AIR COND

### **INTERIOR**

- 1 VISOR-W/S SUN 6"X30"0% TRANSMISSION
- 1 DOOR-STORAGE BOX W/O GLASS
- 1 TRIM-LOWER A/C W/ REAR HEATER
- 1 WHEELHOUSES-REAR L&R OMIT
- 1 REINF-SIDE DOOR JAMB AT REAR END
- 1 REINF-RR END A/C EVAP. IW10
- 1 REINFORCEMENT-REAR STOP SIGNAL 40"
- 1 DOOR-ACC SOLID PANEL
- 1 LATCH-DR INT STOR OVR DRVRSHDR
- 1 BTR FUEL FILL RECESS, W/DOOR
- 1 BULKHEAD-RR END INT.W-A/C IW10
- 1 COVER-ACCESS RR END HARNESS NONE
- 1 COVER-TRIM DRVS HDR W/STORAGE
- 1 COVER-TRIM FRT END W/S HEADER
- 1 COVER-TRIM FRT ENT.ALUM.DR HDR.AIR.OP.
- 1 STRIPS-AISLE, STAINLESS STEEL
- 1 FLR-BLK VINYL W/13" CTR AISLE 221T
- 1 FLR-PLYWOOD 5/8" 221T
- 1 LINING-SI.INT.W/ FLT FLR&LS FUEL DR
- 1 TRIM-STEPWELL HORIZONTAL WITH DIAMONETTE NOSE
- 1 H/L-PASS AREA ACOUS GREY 221T
- 1 ROUTING-PLYWOOD FLOOR WITH LIFT DOOR
- 1 TUBE-FILL BTR & OVERFLOW HOSE
- 1 CAP-FUEL FILL BTR NON-LOCKING
- 1 IN DASH STORAGE BIN

### **MISC**

- 1 PDI IDENTIFIER
- 1 CONDENSER ALERT - PRESENT SHORT
- 1 MANUAL-DRVR'S/MAINT.ENGLISH
- 1 APPLICATION - SCHOOL
- 1 NO COOLANT HEATER - GAS/DIESEL
- 1 NO CLUTCH PEDAL WITH ADJUSTABLE SUSPENDED BRAKE&ACCELERATOR
- 1 SAF-T-LINER C2

**PAINT/LETTERING**

- 1 DECAL-UNITED AUTO WORKERS
- 1 LOGO-THOMAS DECALS BLACK
- 1 DECAL-RR DR STOP WHEN RED (CA)
- 1 LABEL-ENGLISH AG2.AIR.ENT DR
- 1 REFLECTTAPE-@ ROOF HATCH WHT (2)
- 1 DECAL-BACKING ALARM
- 1 DECAL-LOW SULFUR FUEL
- 1 LABEL-RR DR EMERGENCY DOOR DO NOT BLOCK
- 1 LABEL-LS SI EMERG DR 2"HIGH
- 1 DECAL-ENTRANCE DOOR VANDALOCK ENGLISH
- 1 LABEL-RR EMERGENCY DOOR INSTRUCTION
- 1 LABEL-"DEF ONLY"
- 1 LABEL-REGENERATION WARNING 2010 EPA ENGLISH
- 2 HANDLE-INT SI DR BLACK
- 2 HANDLE-EXT SI DR W/REC YELLOW
- 1 PAINT-EXT HNDLE(S) BLACK
- 1 DECAL-FRT CAP "SCHOOL BUS"
- 1 DECAL-REAR CAP "SCHOOL BUS"
- 1 DECAL-"DIESEL"
- 1 PAINT-EXTERIOR ROOF WHITE 221T
- 1 PAINT-EXT WDO AREA SAME AS BODY
- 1 PAINT-EXT GRD RAIL @ WINDOW BLACK
- 1 PAINT-EXT GRD RAIL @ SEAT BLACK
- 1 PAINT-EXT GRD RAIL @ FLOOR BLACK
- 1 PAINT-EXT GRD RAIL @ SKRT BLACK
- 1 PAINT-EXT BUMPER REAR BLACK
- 1 PAINT-OMIT BLACK PAINT FRONT/REAR ROOF CAPS
- 1 PAINT-SOLID COLOR YELLOW
- 1 DECAL-APPROVED FUEL TYPE
- 1 HEADLINING-VESTIBULE ACOUSTIC, GRAY, DRIVER LAMP
- 1 PAINT:ONE SOLID COLOR,BASE/CLEARCOAT
- 1 CAB COLOR A:L5898EB SCHOOL BUS YELLOW ELITE BC
- 1 CAB COLOR B - NONE
- 1 CAB COLOR C: NONE
- 1 NO GRILLE PAINT

**SEATS**

- 1 ALERT-S.T.A.R.S. PRESENT
- 1 BELT-ELR SHOULDER/PUSH BUT LAP
- 1 39" BARR-VERT,WALL MT 45"H RS 2009
- 1 39"8DEG BARR-REV. WALL-MT 45"H 2009
- 2 COLONIAL BLUE UPHOLSTERY-45"HIGH RECESSED BARRIER
- 1 RAIL-ASSIST FRT ENT DR 39"W
- 1 BACK-NATIONAL DRV'S SEAT
- 1 ARMREST NATIONAL DRVR'S ST. BOTH SIDES
- 1 UPH DR.ST.FABRIC BLK NATIONAL
- 1 PEDESTAL-NATIONAL AIR W/2 SHOCKS
- 1 COVER PEDASTAL NATIONAL NONE
- 1 SLIDE STOP NATIONAL DR.ST. NONE
- 1 RETAINER NATIONAL DR.ST.BELT
- 1 POUCH-DR.ST.STORAGE NONE
- 1 KICKPLATE-MOD.PANEL RS 39"
- 1 KICKPLATE-MOD.PANEL LS 39"
- 1 RISER-DRIVERS SEAT, NATIONAL
- 1 Haptics-Not Present
- 8 42 OZ COLONIAL BLUE UPHOLSTERY - S3C PASSENGER SEAT
- 4 S3C 30"LS 2-PASSENGER WALL MOUNT WITH SHOULDER/LAP BELT
- 1 S3C 39"LS FLEXIBLE 3/2 WALL MOUNT WITH ICS
- 1 S3C 39"LS FLEXIBLE 3/2 FLOOR MOUNT WITH ICS
- 3 S3C 39"RS 3/2 FLEXIBLE WALL MOUNT
- 2 S3C 39"RS 3/2 FLEXIBLE WALL MOUNT WITH ICS
- 1 S3C 39"LS 3/2 FLEXIBLE FLIP SEAT
- 10 S3C WALL MOUNT HARDWARE - C2
- 1 S3C TRACK MOUNT HARDWARE - C2
- 1 S3C FLIP SEAT HARDWARE - C2

- 1 S3C TRACK MOUNTING HARDWARE 2 LEG SEAT-C2

### **SPECIAL NEEDS EQUIPMENT**

- 1 LIFT-WHEELCHAIR BRAUN NCL919FIB-2 (U.S.)
- 2 TRACK-OVERHEAD 10" LENGTH LS
- 2 TRACK-OVERHEAD 10" LENGTH RS
- 4 POUCH-STORAGE VINYL SURELOK
- 4 RETRACTABLE REST-FF612S-4C-8
- 1 ALUM TRACK-NON CONT ADJACENT
- 4 S.T.A.R.S. RIVETED ALUM TRACK-CONT (4) PER LOC
- 1 RETAINER-50"W SI DR CHN & HOOK
- 6 STARS MOUNTING SYSTEM - SYNTEC SEAT HARDWARE - C2, MINOTOUR

### **WINDOWS/GLASS**

- 1 GLASS-WINDSHIELD ONE PIECE WITH TINTED BAND
- 1 GLASS-RS FRT STAT TNT TEMP
- 1 GLASS-LS FRT STAT TNT TEMP
- 1 GLASS-REAR STATIONARY TINTED TEMPERED
- 1 FRAME-WDO SPLIT
- 1 FRAME-WDO SPLIT 20"W
- 10 FRAME-WDO SPLIT 30"W
- 1 FRAME-WDO SPLIT 40"W
- 1 GLASS-WDO TINT TEMP 20"
- 10 GLASS-WDO TINT TEMP 30"
- 1 GLASS-WDO TINT TEMP 40"
- 1 STOPS-WDO 12"
- 1 GLS-LWR RR DR TEMP TNT BONDED
- 1 GLS-UPR RR DR TEMP TNT BONDED
- 1 WDO-DRIVER'S TEMP TINT
- 1 GLASS- 30"W SI DR TEMP TNT
- 1 GLASS- 50"W SI DR TEMP TNT
- 1 BAND-STATIONARY STANDARD GLASSES
- 1 BAND-STATIONARY DOOR GLASS 50"
- 1 BAND-STATIONARY DOOR GLASS 30"

### **OTHER**

- 1 2019 CUMMINS ENGINE TARIFF
- 1 WARRANTY-CARB EXTENDED TYPE C CUMMINS 6.7L
- 1 CEEA+ Arch - Pricing Adjustment
- 1 CEEA+ Schedule Management
- 1 SURCHARGE-RAW MATERIAL (STEEL)
- 1 2022 PIP INCENTIVE
- 1 LOGO-FRT RS & RR
- 1 HATCH-RF ESC SPEC ADVANTAGE H1975-015-131 ENGLISH (2)
- 1 ELEC-RF ESC HATCH POS 2
- 1 ELEC-RF ESC HATCH POS 7
- 1 ARM ASSEMBLY-WINDSHIELD WIPER (2)
- 1 ELECTRICAL-ROOF HATCH OR P/O WINDOW (DASH)
- 1 OPER-FAN W/S HDR
- 1 OPER-FAN DRV'S WDO HDR
- 1 OPER-ALARM BACKING W/REV.
- 1 OPER-RF HATCH BUZZER
- 1 OPERATION-A/C CONTROL-STANDARD DIGITAL
- 1 LOCATION-VESTIBULE FLOOR PLATE CENTER 24 FAK
- 1 LOC-VEST.FLR.PLT.FWD. 10 BFC
- 1 LOCATION-VESTIBULE FLOOR PLATE AFT REFLECTIVE TRIANGLE
- 1 EVAPORATOR QTY - 2
- 1 ANTENNA - RADIO SWIVEL BASE
- 1 ELEC-ANTENNA RADIO COAXIAL
- 1 KIT-RADIO ANTENNA MOUNTING @ DRIVER'S HEADER
- 1 ALERT-6.7L CONDENSER SHORT
- 1 221T30\_RG-5-1B\_LC-3-1E
- 1 TRIM-A POST
- 1 STRINGER-ROOF 221T
- 1 REINF-SIDE DOOR JAMB
- 1 FRONT END FRAME
- 1 FRT END FRAME MTG KIT

- 1 REAR END FRAME-28.68"DEEP
- 1 FLOOR-GALVALUME STEEL MID BODY
- 1 LOC-40" RAF SP 7TH 221T
- 1 RS TANK ALERT - NONE
- 1 DOOR ALERT - LS ENT NONE
- 1 TRIM-REAR DOOR
- 1 TRIM-30" SIDE DOOR 30"OPENING
- 1 TRIM-30" SI DR IN 40"OPG AFT
- 1 HINGES-REAR DOOR PIN TYPE
- 1 LATCH-SINGLE-POINT, REAR EMERGENCY DOOR
- 1 STOP-DOOR REAR EMERGENCY, 1-POS
- 1 OPERATION-VANDLOCK ENTRANCE/EMGENCY DOOR(S) WITH PILOT LAMPS
- 1 HINGES-30"W SI DR PIN TYPE
- 1 HINGES-50"W SI DR PIN TYPE
- 1 LATCH-SGL-POINT,30"W SI DR
- 1 LATCH-SGL-POINT,50"W SI DR
- 1 STOP-DOOR 30"W SI DR,1-POS
- 1 TRIM-50" SIDE DOOR 40"OPG FWD
- 1 DOOR-LS ENT RS EXIT -NONE REQD
- 1 INT COLOR -30" SI DR GREY
- 1 INT COLOR -50" SI DR GREY
- 1 INT COLOR -RR DOOR GRAY
- 1 VANDALOCK-NONE REQUIRED RS
- 1 VANDALOCK-NONE REQUIRED LS
- 1 DOOR ALERT - RS EXIT NONE
- 1 SWITCH-PADDLE-TYPE ENTRANCE DOOR AIR
- 1 OPERATION-DOOR LIFT WITH BUZZER/DOOR PILOT LAMPS
- 1 OPERATION-DOOR EMERGENCY LEFT SIDE WITH BUZZER/PILOT LAMP
- 1 DOOR, REAR EMERGENCY
- 1 THRESHOLD REAR EMERGENCY DOOR
- 1 ELEC-(2) USB OUTLET LS CABINET
- 1 ELEC-DRIVER'S DOME LPS
- 1 LPS-STPWLL LED (1)
- 1 ELEC-PASSENGER ADVISORY 221T
- 1 OPER - PASS ADV IGN/RED WARN BYPASS/CA
- 1 SWITCH-RKR FAN DEFROST L.S.
- 1 BUZZER-SWITCH PANEL 1 TONE
- 1 OPERATION-NOISE SUPPRESSION
- 1 ELEC-LPS WARNING,8 LPS 221T
- 1 OPER-LPS BODY TAIL W/PARK SW.
- 1 LAMPS-LICENSE PLATE ILLUMINATION
- 1 ELEC-LPS SI DIRECTIONAL 221T
- 1 SWITCH-ROCKER DOME LAMPS DRIVER ON/OFF
- 1 ELECTRICAL-LAMPS STROBE 6' FROM REAR
- 1 OPER-LPS SERVICE BRAKE
- 1 OPERATION-LIFT SPECIAL NEEDS BATTERY CONTROL
- 1 OPERATION-SWITCH ID/MARK LAMPS W/BATTERY
- 1 OPER-LPS REVERSE
- 1 ELEC-(3) SWITCH BANKS
- 1 SWITCH-RKR W/C LIFT POWER
- 1 SWITCH-ROCKER WARNING LAMPS OVERRIDE ON/OFF
- 1 SWITCH-WARN.LPS ON/AMB ACT.
- 1 CABLE-EVAPORATOR 1 POWER SUPPLY STANDARD
- 1 SWITCH-ROCKER A/C ON
- 1 ELEC-HARNESS COMP ASM 221T
- 1 ELEC-ELECTRONIC COMP ASM
- 1 OPER-LPS DIR./HAZ.
- 1 SWITCH-RKR MIRROR HTR.
- 1 ELEC-MIR A HTD & RC
- 1 ELECTRICAL-ELECTRIC STOP SIGN REAR
- 1 RAIL-EXTERIOR GUARD @ WINDOW,SEAT,FLOOR,SKIRT
- 1 RAIL-EXT GRD @ SEAT FRT END LS
- 1 RAIL-EXT GRD@ FLOOR, NONE
- 1 TRIM-FRT CAP RS/LS
- 1 PANELS-EXTERIOR REAR



- 1 SHEET-DRIVERS EXTERIOR 20 GA.
- 1 SHEET-UPPER SIDE EXTERIOR
- 1 OPER-MIRRORS EXT HTD.
- 1 UNDERCOATING-ASPHALT EMULSION
- 1 HEADERS-WINDOW INTERIOR 221T
- 1 PAINT-EXT ENT DOOR NONE
- 1 PANELS-EXT REAR SIDE LONG PANEL
- 1 LS STORAGE BOX 1 - NONE
- 1 LS STORAGE BOX 2 - NONE
- 1 ROOF SHEETS-(2) HATCH - 221T
- 1 RS STORAGE BOX 1 - NONE
- 1 RS STORAGE BOX 2 - NONE
- 1 RS STORAGE BOX ROH - NONE
- 1 LS STORAGE BOX ROH - NONE
- 1 PANELS-REAR END INTERIOR REAR GALVALUME
- 1 PANELS-REAR END INTERIOR SIDE LONG WITH SOLID PANEL
- 1 PANELS-ACCESS RR GRAY PASS ADVISORY
- 1 COVER-HARNESS ACCESS@HDR
- 1 COVER-ACCESS FRT END HARNESS
- 1 HEADLINING-REAR LONG SMOOTH, GRAY
- 1 FLOOR-BLACK WHEELHOUSE OMIT
- 1 COVER-FUEL SENDING INSPECTION
- 1 MOLDING-SHOE NO WHEELHOUSE
- 1 LUGGAGE RACK ALERT - NONE
- 1 SWITCH-ROCKER HEATER LEFT 2ND
- 1 RAIL-SEAT
- 1 LAYOUT-SEAT RAIL HOLES RS
- 1 LAYOUT-SEAT RAIL HOLES LS
- 1 CABINET-SW, FWD
- 1 CABINET-SWITCH, LOWER WITHOUT POCKET
- 1 CABINET-SWITCH, UPPER
- 1 CABINET-TOP PLATE (3 BANK)
- 1 TREAD-STEP ALUMINUM ENTRANCE DOOR BLACK
- 1 INSULATION-VEST HEADLINING 2"
- 1 INSULATION-SIDELINING 2" POLY
- 1 INSULATION-RR BULKHEAD 2" POLY
- 1 INSULATION-FRONT BULKHEAD 2"POLYESTER
- 1 OPER-HTR U/ SEAT LS AFT
- 1 HEADERS-WINDOW EXTERIOR 221T
- 1 LOCATION-EVAPORATOR NO1 REAR BULKHEAD
- 1 LOCATION-EVAP NO2 LS 2ND WDO
- 1 HARNESS COVER COLOR - GRAY
- 1 SPEAKER ALERT - PRESENT
- 1 HEADLINING COLOR - GREY
- 1 HEADLINING TYPE - ALL ACOUSTIC
- 1 MAT, FLOOR VESTIBULE
- 1 TRIM-INTERIOR DASH FORWARD
- 1 CONNECTION-HEATER HOSE KIT @ BTR LEFT SIDE
- 1 ELEC-HTR U/ SEAT POS.15
- 1 INSTALLATION-PARK BRAKE NONE
- 1 INSULATION-INT LONG REAR END
- 1 LUGGAGE RACK ALERT - NONE
- 1 LABEL-QR CODE
- 1 PRICE ADJ-IN COMBINATION W/CUMMINS 6.7L
- 1 DUAL SELTEC TM-21 COMPRESSORS REAR MINI STAT-O-SEAL
- 1 VANDALOCK,STARTER DISABLE W/ANY LOCKED EMER DR(S),LH PT LAMP
- 1 LOWER RADIATOR GUARD
- 1 REINFORCED NYLON FUEL LINES
- 1 PAINTED FUEL TANK, PAINTED BANDS
- 1 SINGLE SUCTION AND RETURN FUEL LINES
- 1 FUEL TANK MOUNTED BETWEEN RAILS, AFT OF REAR AXLE, WITH CAGE
- 1 STAINLESS STEEL CHARGE AIR COOLER PLUMBING
- 1 REMOTE-MOUNTED SURGE TANK
- 1 BASIC WIRING SCHEMATIC,UNMOUNTED,12-VOLT NEGATIVE GROUND SYS
- 1 PAINTED BATTERY PANEL COVER

- 1 BATTERY BOX FRAME MOUNTED
- 1 INTEGRAL ELECTRONIC TURN SIGNAL FLASHER
- 1 BATT ENABLED 3 AMBER INBOARD ID LAMPS, 2 AMBER OUTBOARD MARKE
- 1 STROBE LAMP, IGNITION SWITCH OR LH DASH SWITCH ACTIVATED
- 1 LED WARNING SYSTEM LAMPS
- 1 STANDARD BODY VISUAL WARNING, LOWER RR, REV LAMPS ON DR/OPEN
- 1 STANDARD WIRING
- 1 OVER DOOR LAMP, RH EMERGENCY/LIFT DOOR
- 1 STEPWELL LAMP ON WITH DOOR OPEN AND MARKER LAMPS ON
- 1 SHIFT LEVER, CABLE LINKAGE, AUTOMATIC TRANSMISSION
- 1 DRIVELINE GUARD
- 1 BENDIX ADB22X AIR DISC FRONT BRAKES
- 1 NON-ASBESTOS FRONT BRAKE LININGS
- 1 FRONT SHOCK ABSORBERS
- 1 CONMET PRESET PLUS PREMIUM ALUMINUM FRONT HUBS
- 1 BENDIX ADB22X AIR DISC REAR BRAKES
- 1 NON-ASBESTOS REAR BRAKE LININGS
- 1 NO DRIVELINE PARKING BRAKE
- 1 REAR OIL SEALS
- 1 CONMET PRESET PLUS PREMIUM ALUMINUM REAR HUBS
- 1 MAXION 91262 22.5 X 8.25 10 HOLE HUB PILOT 5-HAND
- 1 MAXION 91262 22.5 X 8.25 10 HOLE HUB PILOT 5-HAND
- 1 NO POLISHED FRONT WHEELS
- 1 NO POLISHED REAR WHEELS
- 1 TWO QUART SEE THRU POWER STEERING RESERVOIR
- 1 STD FITTINGS POWER STEERING GEAR
- 1 POWER STEERING PUMP
- 1 ZINC-PLATED HEXHEAD CHASSIS FASTENERS
- 1 2900MM (114") REAR FRAME OVERHANG
- 1 SQUARE END OF FRAME
- 1 BUMPER MOUNTING FOR SINGLE LICENSE PLATE
- 1 COMBINATION S/T/T/R LAMPS, LED
- 1 RH LIFT DOOR, BATTERY CONTROL, PILOT LT BUZZ OFF @ FULL OPEN
- 1 RR EMER DR, IGN CTRL, BZ ON W/DR
- 1 MAINTENANCE-FREE RUBBER BUSHINGS - FRONT SUSPENSION
- 1 LH EMERGENCY DOOR, IGN CONTROL, BUZZ/LH PILOT LT ON DOOR OPEN
- 1 CAB MOUNTING FOR HOOD AND COWL CHASSIS
- 1 MANUAL ENT DOOR LOCK/BUZZER ON W/EMERGENCY DOORS UNLATCHED
- 1 ONE GALLON WINDSHIELD WASHER RESERVOIR
- 1 SINGLE ELECTRIC WINDSHIELD WIPER MOTOR W/DELAY
- 1 GRAY/CHARCOAL FLAT DASH
- 1 A/C PLMBG, IW10, EM1, CM3/3, 126K, B6.7, 199+, B2
- 1 STANDARD TUNNEL/FIREWALL LINER
- 1 NO AIR CONDITIONER CONDENSER
- 1 STANDARD HVAC DUCTING
- 1 BODY BUILDER SUPPLIED PLUMBING FOR AIR CONDITIONING
- 1 MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH, & NOISE SUPPRES
- 1 WINDSHIELD FAN, (1) HEADER MOUNTED
- 1 DRIVER'S FAN, (1) MOUNTED ABOVE SIDE WINDOW
- 1 AUXILIARY BODY HEATER, UNDER SEAT, AFT
- 1 DIGITAL AUXILIARY BODY MOUNTED AC CONTROL
- 1 DUAL ELEC HORNS-ADVISORY CA
- 1 GRAY INSTRUMENT PANEL-DRIVER
- 1 NO CENTER INSTRUMENT PANEL
- 1 BODY SUPPLIED HEATED MIRRORS
- 1 AIR PROVISIONS FOR CUSTOMER FURN DRIVERS AIR RIDE SEAT
- 1 ROOF MOUNTED VENT/ESCAPE HATCH
- 1 PUSH OUT BODY SIDE WINDOWS, BUZZER WITH WINDOW UNLATCHED
- 1 STANDARD PANEL LAMP DIMMER
- 1 CHASSIS COWL AND HOOD ONLY
- 1 FUEL SENSE PLUS
- 1 STANDARD BRAKE WIRING
- 1 NO DETROIT CONNECT SERVICES SELECTED
- 1 BUMPER: BLACK
- 1 NO SPARE WHEEL PAINT

- 1 CHASSIS: VENDOR BLACK
- 1 J1939 ELECTRICAL ARCHITECTURE
- 1 EXPECTED GROSS VEHICLE WEIGHT CAPACITY
- 1 EXPECTED FRONT AXLE(S) LOAD
- 1 EXPECTED REAR DRIVE AXLE(S) LOAD
- 1 SCHOOL BUS SERVICE
- 1 COWL CHASSIS CONFIGURATION COMPLIES WITH SBMTC
- 1 BUS BODY WITHOUT WHEELWELL
- 1 PASSENGER COMMODITY
- 1 100% ON-HIGHWAY (CITY) TERRAIN
- 1 DOMICILED USA 50 STATES (CALIFORNIA)
- 1 DOMICILED CALIFORNIA
- 1 THOMAS BUILT SCHOOL BUS 221T
- 1 NO 3RD A/C EVAPORATOR

## **CHASSIS**

### **AXLES AND SUSPENSIONS**

- 1 ALIGNMENT-4-WHEEL SAF-T-LINER C2
- 1 SPL100 DANA SPICER MAIN DRIVELINE
- 1 DA-F-10-3 10,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
- 1 FRONT OIL SEALS
- 1 SYNTHETIC 75W-90 FRONT AXLE LUBE
- 1 SYNTHETIC 75W-90 REAR AXLE LUBE
- 1 DA-RS-23-4 23,000# R-SRS SINGLE REAR AXLE
- 1 5.22 AXLE RATIO
- 1 IRON REAR AXLE CARRIER HOUSING
- 1 REAR SHOCK ABSORBERS - ONE AXLE
- 1 10,000 LB. TAPERLEAF FRONT SUSPENSION
- 1 AIRLINER 23,000 LB. REAR SUSPENSION
- 1 COMFORT-TEC SUSPENSION
- 1 DUAL AIR REAR SUSPENSION LEVELING

### **BRAKES**

- 1 ALERT-ENHANCED STABILITY CONTROL
- 1 AIR BRAKE PACKAGE
- 1 AIR DISC LONGSTROKE CENTER PORT FRONT BRAKE CHAMBERS
- 1 FRONT AIR DISC BRAKE INTERNAL ADJUSTERS
- 1 DISC BRAKE FRONT ROTORS FOR HYDRAULIC BRAKES
- 1 AIR DISC LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS
- 1 REAR AIR DISC BRAKE INTERNAL ADJUSTERS
- 1 REAR DISC BRAKE ROTORS
- 1 STEEL AIR BRAKE RESERVOIRS INSIDE FRAME RAILS
- 1 BENDIX AD-9 AIR DRYER WITH HEATER
- 1 WABCO 4S/4M ABS W/TRACTION CONTROL
- 1 ONE-VALVE PARKING BRAKE SYSTEM WITH WARNING

### **CHASSIS EQUIPMENT**

- 1 EXHAUST-LS TURNDWN, BELOW BMPR
- 1 ANTI-FREEZE, OAT -34 DEGREE
- 1 SHIELD-EXHAUST PIPE
- 1 B2 106 CONVENTIONAL CHASSIS
- 1 SET-BACK AXLE - TRUCK
- 1 ELECTRIC GRID AIR INTAKE WARMER
- 1 DELCO 12V 29MT STARTER WITH INTEGRATED M
- 1 INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS
- 1 LEFT HAND SIDE-FILL FUEL TANK CAP
- 1 60 GALLON/227 LITER STEEL RECTANGULAR FUEL TANK,BETWEEN RAIL
- 1 HORIZ TAILPIPE, EXIT LH REAR
- 1 11.5 GALLON DEF TANK
- 1 ENGINE AFTER TREATMENT DEVICE AUTOMATIC
- 1 NO BUMPER FRONT VISUAL WARNING DEVICE
- 1 MAGNETIC ENGINE DRAIN, REAR AXLE DRAIN & FILL PLUG
- 1 EXHAUST MITIGATION DEVICE FTL 4" ID SLIP
- 1 NO TRACTION STABILIZER
- 1 700 CUBIC INCH MINIMUM AUXILIARY AIR
- 1 PETCOCK DRAIN VALVES ON ALL AIR TANKS
- 1 ADJUSTABLE STEERING COLUMN

- 1 TRW THP-60 POWER STEERING
- 1 450MM(18") LK FOUR-SPOKE CHARCOAL STEERING WHEEL
- 1 5050MM (199") WHEELBASE
- 1 5/16" X 3" X 10-1/8" STEEL FRAME 120,000 PSI YIELD
- 1 ONE-PIECE 14" PAINTED STEEL BUMPER
- 1 FRONT FRAME-MOUNTED TOW HOOKS
- 1 NO AUTO TRACTION CHAINS
- 1 REAR TOW HOOKS
- 1 STANDARD DUTY HOOD MOUNTING
- 1 FIBERGLASS HOOD
- 1 HOOD MTD CHROMED PLASTIC GRILLE
- 1 ALL LOCKS KEYED THE SAME
- 1 CHROME HOOD MOUNTED AIR INTAKE GRILLE
- 1 (2) CUPHOLDERS, LEFT HAND AND RIGHT HAND DASH
- 1 NO POSITIONING/LOCATING SYSTEM
- 1 REINFORCED NYLON, FABRIC AND WIRE BRAID CHASSIS AIR LINES

### **ELECTRICAL - CHASSIS**

- 1 LN 12 VOLT 270 AMP 4949PA PAD MOUNT ALTERNATOR
- 1 PROG RPM CTRL W A/C OR 12.75V LOW VOLT AUTO HI IDLE, DASH SW
- 1 CRUISE CONTROL-ELEC ENG,W/SWITCHES IN LH SWITCH PANEL
- 1 DIAGNOSTIC INTERFACE CONNECTOR,9-PIN, S
- 1 IGNITION SWITCH CONTROLLED ENGINE STOP
- 1 NO BOOSTER PUMP
- 1 HEATED STEPS - NONE
- 1 12VOLT POWER SUPPLY LH PANEL
- 1 SOLID STATE CIRCUIT PROTECTION, PDMS WIT
- 1 (2) ALLIANCE 1031, GROUP 31, 12 VOLT, MF, 1520 CCA BATTERIES
- 1 COLE HERSEE BATTERY CUT-OFF SWITCH, BATTERY BOX MOUNTED
- 1 SELF CANCEL TURN SIGNAL SWITCH W/DIM/WASH&HAZZARD IN HANDLE
- 1 STANDARD FRONT TURN SIGNAL LIGHTS
- 1 PARK LMP SW INTGRAL W/HL SWITCH,SEP ID/MARKER/CLEARANCE SWI
- 1 NO FENDER MTD TURN/MARK COMBO LPS
- 1 AMBER LED MIDSHIP TURN SIGNALS
- 1 RED LED OVER REAR WHEELS MTD TURN SIGNALS GUARD
- 1 DAYTIME RUNNING LIGHTS SET @ 85%
- 1 INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL
- 1 NO UTILITY/ADVERTISING LIGHT
- 1 STOP SIGN PRESENT
- 1 NO BAGGAGE COMPARTMENT LAMP
- 1 DRIVER'S IGNITION OPERATED DOME LP WITH ON/OFF/DIM BATTERY
- 1 PASSENGER COMPARTMENT DOME LAMPS, BATTERY ACTIVATED
- 1 NO BODY MTD INT SPOT/WORK LAMP
- 1 EIGHT LAMP WARNING SYSTEM, LH DASH SWITCH(ES), PACKAGE 27
- 1 ELECTRONIC STABILITY CONTROL
- 1 AIR OP ENT DR,BATT CTR,RH FT DR,PASS DOME LPS ON DOOR OPEN
- 1 BATT POWERED 2-POS INTERNAL DOOR CONTROL SWITCH
- 1 NO OBSTACLE DETECTION SYSTEM
- 1 NO CAMERA/VIDEO/IMAGING SYSTEM
- 1 C/F J1939 RADIO W/PA
- 1 FASTEN SEAT BELT INDICATOR FOR CUSTOMER SUPPLIED SEAT BELT
- 1 ELECTRONIC SPEEDOMETER WITH SECONDARY KPH SCALE, NO ODOMETER
- 1 ICU3S, 132x48 Display w/Diagnostics, 28 LED Warn Lamps
- 1 NO CONNECTIVITY HARDWARE
- 1 NO INFORMATION CENTER
- 1 PRE/POST TRIP SYSTEM TEST
- 1 ENGINE AND HOUR METERS INTEGRAL WITH DRIVER DISPLAY
- 1 DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY
- 1 PRIMARY AND SECONDARY AIR PRESSURE GAUGES
- 1 ELECTRIC FUEL GAUGE
- 1 ELECTRIC ENGINE OIL PRESSURE GAUGE
- 1 ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE
- 1 TRANSMISSION OIL TEMPERATURE INDICATOR LIGHT

### **ENGINE AND EQUIPMENT**

- 1 CUM B6.7 240 HP @ 2400 RPM, 2600 GOV, 560 LB/FT @ 1600 RPM
- 1 ANTI-FREEZE TO -34F, OAT (NITRITE AND SILICATE FREE)EXT LIFE

- 1 ENGINE-MOUNTED OIL CHECK AND FILL
- 1 CUMMINS 18.7 CFM COMPRESSOR
- 1 CUMMINS SPIN ON FUEL FILTER
- 1 STANDARD ENGINE OIL
- 1 FULL FLOW OIL FILTER
- 1 DAVCO 245 FUEL/WATER SEPARATORW/12V HEAT & WIF
- 1 CUMMINS INTEGRAL EXHAUST BRAKE WITH VARIABLE TURBO
- 1 ALUMINUM FLYWHEEL HOUSING
- 1 STANDARD OIL PAN
- 1 ELECTRONIC ENGINE, INTEGRAL WARNING & DERATE PROTECTION SYST
- 1 ADDL AUX LINES W/MANIFOLD PLUMBING AND COMBINED SHUTOFF
- 1 GATES BLUE STRIPE COOLANT HOSES
- 1 CONSTANT TORQUE BREEZE CLAMPS ON 1" IN DIA GREATER, SS C
- 1 DONALDSON ONE-STAGE AIR CLEANER
- 1 700 SQUARE INCH ALUMINUM RADIATOR
- 1 VISCOUS FAN DRIVE
- 1 65 MPH ROAD SPEED LIMIT
- 1 NO IDLE SHUTDOWN CONFIGURATION
- 1 ELECTRONIC TACHOMETER 3000 RPM

### **TRANSMISSION AND EQUIPMENT**

- 1 ALLISON 2500 PTS AUTOMATIC TRANSMISSION
- 1 ALLISON VOCATIONAL PACKAGE 354 - FIFTH GEN
- 1 TRANSMISSION OIL CHECK AND FILL
- 1 SYNTHETIC 50W TRANSMISSION LUBE (TES-295 COMPLIANT)
- 1 WATER TO OIL TRANSMISSION COOLER - IN RADIATOR END TANK
- 1 NO TCU-LBSS VAC
- 1 NO MODE SWITCH

### **WHEELS AND TIRES**

- 1 BRIDGESTONE R250ED 255/70R22.5 16 PLY TIRES
- 1 BRIDGESTONE R250ED 255/70R22.5 16 PLY REAR TIRES
- 1 NO TIRE PRESSURE CONTROL/SENSOR
- 1 TIRE/WHEEL BALANCING-LEAD FREE WEIGHTS
- 1 ACC PKYEL28 (N5898H) POWDER YELLOW,FT WHEELS,SCHOOL BUS YEL
- 1 ACC PKYEL28 (N5898H) POWDER YELLOW,RR WHEELS,SCHOOL BUS YELL

### **OTHER TYPE**

#### **GEARS**

- 1 PRIMARY MODE GEARS, 5 FORWARD

**Meets all FMVSS requirements in effect at the time of manufacture.**

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Approve Agreement for Travel Tracker Route and Trips.

**MEETING DATE:** June 14, 2023

**FROM:** Jim Monreal, Assistant Superintendent of Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the agreement effective June 30<sup>th</sup> 2023 for Travel Tracker Route and Trip software.

**BACKGROUND:**

The Travel Tracker Route and Trips software is a cloud-based software for student routing and field trips. Transportation provided 366 field trip bookings this year, 275 utilizing school buses and 40 charters. The current manual booking system utilizes an excel spreadsheet and is unable to accommodate the high demand for bus requests. Student home-to-school routing is done manually, and routes are generated using excel spreadsheets. Canvassing 18 local school districts, App Garden Travel Tracker Route and Trip software is rated positively. The combination of routing and trip software will identify efficiencies and provide enhanced utilization of transportation resources.

**FISCAL IMPACT:**

\$29,000 – Transportation (Unrestricted)

This work is in direct support of the following District goals and their corresponding metrics:

- Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.
- Goal #5: SCCS will maintain a balanced budget and efficient and effective management.
- Goal #6: SCCS will maintain strong communication and partnership with its diverse community.

# Travel Tracker Routing and Trips Hosting Agreement

This Hosting Agreement (the "Agreement") pricing is effective through 06 / 30 / 2023 with a subscription period of 07 / 01 / 2023 to 06 / 30 / 2024.

**Agreement:** This agreement is entered into by: TransACT Communications, LLC., dba *App Garden* (hereinafter "Company") located at 5105 200<sup>th</sup> Street SW, suite 200, Lynnwood, WA 98036 and Santa Cruz City Schools hereinafter "Customer") for the purpose of providing Customer with cloud-based access to the Company's *Travel Tracker Routing and Trips* (software), including updates, upgrades, fixes or revisions provided under this Agreement.

**Provision of Services:** Company will provide Customer access, maintenance and other hosting services to the software installed on Company's servers. Customer agrees to cooperate with Company in performing these services. The Customer shall be responsible for maintaining the confidentiality of passwords and shall permit only authorized employees of the Customer with access to the software.

**Customer Support:** Company will provide live telephone, email and/or remote support to Customer during the hours of 8:00am to 5:00pm (eastern time) Monday through Friday. Holiday hours may be limited.

**Customer Responsibilities:** Customer agrees that it shall provide its own internet access at the Customer's location required to access the software. The Company's software is only to be used for lawful purposes. Customer agrees not to transmit or store any materials through the software that could be harmful to the software or violate any laws or regulations, including without limitation laws related to infringement of intellectual property. Customer agrees that it will not rent, lease, sub-license, re-sell, time share or otherwise assign to any third party this Agreement, or any part thereof, or any of the Customer's rights or authority to use software under this Agreement.

**Proprietary Rights:** This software is the exclusive property of the Company and it is protected by one or more patents, copyrights and/or trade secrets. Except for limited access right granted to the Customer in this agreement, all right, title and interest in and to the software (including, but not limited to, any and all coding, copyrights, patents, patent applications, trademarks and trade names, trade secrets, and any information embodying proprietary data relating to the software) and the Company's system(s) are and shall remain the exclusive property of the Company. Customer may not alter, copy, sell, or transfer the software without the express permission of the Company.

**Pricing and Payment:** Company will invoice the Customer annually. Customer also agrees to pay any applicable taxes, that are not explicitly stated in this Agreement.

Name	Price	Discount	QTY	Subtotal
39.2-Travel Tracker Setup Professional Edition Travel Tracker Initial Implementation Fee - One Time Charge - 4000-9999 Students	\$1,000.00	\$0.00	1	\$1,000.00

## **Travel Tracker Routing and Trips Hosting Agreement**

<b>Travel Tracker Trips 3000 - 3999 Professional Edition</b> The Travel Tracker Pro version includes the on-line trip request, multi-level approvals, bus and driver assignments, notifications, Invoicing and our full reporting features.	\$500.00	\$0.00	12	\$6,000.00
<b>Travel Tracker for Routes 3500 students</b> Travel Tracker for Routes for up to 3,500 students.	\$500.00	\$0.00	12	\$6,000.00
<b>Travel Tracker for Routes Implementation Fee up to 5,000 students</b> Implementation Fee for Travel Tracker for Routes up to 5,000 students.	\$1,500.00	\$0.00	1	\$1,500.00

**Total                      \$14,500.00**

Plus Sales Tax As Applicable	TBD
Recurring Annual License Fees	\$12,000.00
<b>Year 1 Subscription + Implementation Fees</b>	<b>\$14,500.00</b>

**Renewal invoices:** Renewal invoices will be e-mailed approximately sixty (60) days prior to due date to Customer's last known e-mail address (Customer is responsible for providing Company with any updates of its mailing address for these purposes). Payment is due before start of the next subscription period. Company will give a 10 day grace period from "payment due" date, before access will be restricted.

**Warranties:** Company warrants to the Customer that the software will perform as designed and the hosting services will be performed in a professional and workmanlike manner. In the event of downtime, as Customer's sole and exclusive remedy and Company's sole liability, extra days will be added to the agreement as follows:

- For the first 1 hour of "down time", during normal business hours, we will credit one day of service.
- For each additional 24-hour period of "down time", we will credit one day of service.

For the purposes of this agreement, "downtime" shall mean an interruption in the availability of hosting services to Customer due to an error in the software.(normal business hours are 8am to 5pm eastern time)

The Company does not warrant the software will meet the customer's requirements, run free of errors or omissions or uninterrupted. Although, the Company will use all reasonable efforts to maintain security, confidentiality and integrity of the information, the Company cannot and does not guarantee privacy, security, and authenticity of any information transmitted through, or stored in any system connected to the internet.



# Travel Tracker Routing and Trips Hosting Agreement

**Tablets:** For avoidance of doubt the tablet care, maintenance, service and insurance are the sole responsibility of the Customer. In the event of loss, theft, damage or technical issues not covered under the manufacturer's warranty, new tablets may be purchased at current retail prices. Company can assist the Customer with placing an order for a new tablet if needed.

**Limitation of Liabilities:** Company's entire liability under this agreement for any damages from any cause whatsoever, regardless of form or action, whether in contract, negligence or otherwise, shall in no event exceed the amount equal to the annual price paid for the services out of which the claim arose.

**Confidential/Privacy Information:** Each party agrees to keep confidential and to use only for purposes of performing this Agreement any confidential information provided to it by the other party. Upon any termination of this Agreement, each party shall return to the other party all such confidential information.

**Training:** A limited number of live 'virtual' training sessions will be provided during the implementation. After going 'live' with the Travel Tracker, users will have access to training videos.

**Term and Termination:** This agreement shall continue in effect for a one-year subscription term and shall auto-renew for one-year terms. If the Customer would like to discontinue this agreement after any one-year term, the Customer should give the Company thirty (30) days prior written notice of this termination (email with confirmation is sufficient for termination notice). Upon termination, the Company will cease providing all hosting services and the Customer will no longer have access to the software but, if Customer is paid up to date, Company will then provide the Customer with an electronic copy of Customer's data.

## Standard Provisions:

**A. Prices and Payment:** All prices are quoted and shall be paid in US Dollars. Company may have periodic price increases.

### B. Notices:

- All notices required by this Agreement shall be in writing and may be hand delivered, sent via US Mail, email or courier. Company's mailing address for these purposes is: [accounting@transact.com](mailto:accounting@transact.com)
- Customer's mailing address for these purposes shall be as shown in the main body of the Agreement.
- Either party may change any of its notice addresses from time to time by giving the other party written notice of such change.
- If sent via US Mail, all notices shall be sent via certified mail, return receipt requested, and shall be deemed received on the third business day after the date of mailing
- If sent via email, all notices shall be deemed received when sent provided the sender has proof of delivery.
- If sent via courier, such notices shall be deemed received when shown as delivered on the courier's tracking system.
- All data is stored for two years. Customer can export data (less than 2 years old) at any time to retain that information. Data that is 2 years old will no longer be hosted by Company unless prior agreement has been made. It is entirely up to the Customer to notify Company if data is to be stored for longer periods.

# **Travel Tracker Routing and Trips Hosting Agreement**

**C. Final Agreement:** This Agreement constitutes the entire agreement of the parties and supersedes any and all prior agreements between them on the matters covered by this Agreement.

**Special Terms of Agreement (Agreed Product Modifications):** Company agrees to provide Customer with access to either agreed upon level of product and or selected courses. All requested modifications or enhancements must be approved by Company and listed below. If no modifications or enhancements are listed and requested after the completion of this hosting agreement; Company will review. Additional charges may apply for product modifications or enhancements.

No Special Terms

Each party agrees to the terms and conditions contained in the Agreement

Name: Emil Frates Title: Transportation Director  
District/Company: Santa Cruz City Schools  
Address: 133 Mission St Ste 100  
City: Santa Cruz State: California Zip: 95060  
Email: efrates@sccs.net

Signature:

Date:

Purchase Order Number:

## **Onboarding Information**

To start the implementation process we schedule a short 15-minute meeting via zoom. During this meeting we will complete introductions for implementation and review how the implementation process will go. Please provide below the name, email and phone number for the implementation point of contact and who the invoice will need to be sent to.

### **Implementation Point of Contact:**

Name:

Email:

Phone Number:

# ***Travel Tracker Routing and Trips Hosting Agreement***

**Invoicing Point of Contact:**

Name:

Email:

Phone Number:

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Approve Renewal of Lease Between Santa Cruz City Schools and Bridges to Kinder to Lease Space at 1000 High Street.

**MEETING DATE:** June 14, 2023

**FROM:** Jim Monreal, Assistant Superintendent, Business Services

**THROUGH** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve renewal of lease agreement between Santa Cruz City Schools and Bridges to Kinder to lease space at 1000 High Street.

**BACKGROUND:**

The district owns and operates that certain real property known as Westlake Elementary School located at 1000 High Street, Santa Cruz, CA 95060. Bridges to Kinder desires to renew their lease agreement with the district.

**FISCAL IMPACT:**

\$1,000 Annual Use Fee, \$3,592.00 for Utilities, and \$5,236 for Custodial Services for the 2023-24 school year.

This work is in direct support of the following District goals and their corresponding metrics:

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Goal #6: SCCS will maintain strong communication and partnership with its diverse community.

**FACILITIES USE AGREEMENT  
BETWEEN  
SANTA CRUZ CITY SCHOOLS  
AND  
BRIDGES TO KINDER**

This Facilities Use Agreement (“Agreement”) is entered into by and between Santa Cruz City Schools (“District”) and Bridges to Kinder School, a California nonprofit public benefit organization (“BTK”), as of July 1, 2023 (“Effective Date”). The District and BTK may be referred to in this Agreement individually as “Party” and collectively as “Parties.”

**RECITALS**

- A. **WHEREAS**, pursuant to Education Code sections 38130 *et seq.* (“Civic Center Act”), the management, direction, and control of school facilities are vested in the District’s Board of Education (“Board”), and the Board may provide for the use of school facilities as a civic center where such use is consistent with school purposes and does not interfere with the regular conduct of schoolwork; and
- B. **WHEREAS**, the District owns and operates that certain real property known as Westlake Elementary School located at 1000 High Street, Santa Cruz, California 95060 (“School Site” or “Westlake”) serving students in TK/K through fifth (5th) grade; and
- C. **WHEREAS**, BTK is duly licensed and qualified to provide pre-K and preschool services and programming (the “Program”) to children of families residing within the District’s boundaries and surrounding areas; and
- D. **WHEREAS**, on or about July 1, 2019, the Parties entered into that certain License Agreement for Shared Use (“License Agreement”) for the use of one (1) classroom and certain shared use areas located at the School Site for BTK’s operation of its Program for a term of two (2) years; and
- E. **WHEREAS**, on or about July 1, 2021, the Parties entered into that certain License Agreement Renewal (“Renewal”) for an additional term of two (2) years; and
- F. **WHEREAS**, BTK desires to continue to use one (1) classroom and certain shared use areas located at the School Site for operation of its Program; and
- G. **WHEREAS**, the District, in acknowledging the importance of pre-K and preschool services for families within the District’s boundaries and surrounding areas, is willing to permit BTK to use and occupy one (1) classroom and certain shared use areas located at the School Site for the operation of its Program, in accordance with applicable law and subject to the terms and conditions as set forth herein.

## AGREEMENT

1. Grant of Use of Facilities. Subject to the terms and conditions set forth in this Agreement, the District hereby grants to BTK and BTK hereby accepts from District the right to use and one (1) classroom located on the School Site for the operation of its Program (“Facilities”). The Facilities are more particularly identified and described as “BTK” on **Exhibit A**, attached hereto and incorporated herein by reference.
  
2. Shared Use Areas.
  - a. The District further grants to BTK the nonexclusive right to use the following areas of the School Site (“Shared Use Areas”), all as further identified on **Exhibit A**:
    - i. The playground and playfields, when available, outside of normal school use hours;
    - ii. The library, when available, and with prior written permission for the School Site Principal; and
    - iii. Two (2) sets of student restrooms and one (1) set of adult restrooms.
  - b. BTK shall use the Shared Use Areas in accordance with School Site and District rules and regulations and subject to priority use by the District and community members pursuant to the Civic Center Act (Ed. Code § 38130 et seq.)
  - c. BTK shall be responsible for providing all equipment and other materials for its use of the Shared Use Areas unless use of District equipment and materials has been authorized in advance by the School Site Principal.
  
3. Relocation. The District has the right to relocate the Program to a different District classroom equivalent in size and suitability to the current Facilities, no more than one time during the Term or any Renewal Term of this Agreement, with ninety (90) days’ notice to BTK.
  
4. Program Days/Hours of Operation.
  - a. Except with prior written consent of the District, BTK shall operate its Program in accordance with the District’s regular school year calendar as follows:
    - i. For Preschool (aged 3-Entry into Kindergarten): Monday through Thursday from 8:30 am to 1:00 pm. Fridays are staff meeting days for curriculum planning and cleaning. Once a month on Fridays, an

optional but additional day for students is offered and has a separate fee. The money earned on these days goes towards our fundraising goal.

- ii. For Pre-K (aged 3-Entry into Kindergarten): Monday through Thursday from 8:30 am to 1:00 pm. Fridays are staff meeting days for curriculum planning and cleaning. Once a month on Fridays, an optional but additional day for students is offered and has a separate fee. The money earned on these days goes towards our fundraising goal.

- 5. Term; Renewal. The term of this Agreement (“Term”) shall be for a period of two (2) years, commencing on the Effective Date, and terminating on June 30, 2025, unless earlier terminated as provided in this Agreement. This Agreement may be renewed by mutual written agreement of the Parties for up to two (2) additional two (2) year terms (each a “Renewal Term”).
- 6. Annual Use Fee. For the year commencing on July 1, 2023, and ending June 30, 2024, BTK shall pay an Annual Use Fee to the District of \$1,000.00 for use of the Facilities and Shared Use Areas. For the year commencing on July 1, 2024, and ending June 30, 2025, BTK shall pay an Annual Use Fee to the District of \$1,200.00 for use of the Facilities and Shared Use Areas. Failure to pay the Annual Use Fee within twenty (20) business days of the Effective Date shall constitute a breach of this Agreement and may result in immediate termination of this Agreement by the District. The Parties understand and agree that the District may increase the Annual Use Fee at any time and for any reason with sixty (60) days’ written notice to BTK.

7. Additional Fees.

- a. In addition to the Annual Use Fee, BTK shall pay the following additional Fees (“Additional Fees”) annually:
  - i. BTK’s share of gas, electricity, sewer, and trash collection costs for the Facilities and Shared Use Areas in the amount of \$3,592.16 per year.
  - ii. The cost of up to two (2) hours of custodial services for the Facilities and Shared Use Areas in the amount of \$5,236.00 per year. This amount includes BTK’s share of the cost of paper products and supplies for the restrooms.
  - iii. Costs for librarian services for 180 days per year in the total amount of \$1,080.00.
- b. Additional Fees will be invoiced quarterly by the District and will be due and payable within thirty (30) days of receipt of the District invoice.
- c. Additional Fees may be reviewed and adjusted by District on an annual basis.

agents have made any representation or warranty as to the suitability of the Facilities or the Shared Use Areas for its operation of the Program.

10. Limitations on Use; Compliance with Law.

- a. The Facilities and Shared Use Areas shall be used only for the purpose of operating and maintaining the Program. No other uses shall be permitted without the prior written consent of the District.
- b. BTK shall comply with all federal, state, local, and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements regarding operation of the Program, public health orders, and all rules and regulations governing operation of its Program as presently enacted or hereafter amended or issued ("Law").
- c. BTK shall operate and maintain the Program in a manner that complies with all of the regulations relating to the operation and licensing of pre-K and preschool services and programming in California.
- d. BTK shall not use, permit, or allow the Facilities, Shared Use Areas, or any portion of the School Site to be used, occupied, or improved under this Agreement in any manner or for any purpose that is in any way in violation of any Law.
- e. BTK will not permit the possession or consumption of alcohol or the use of tobacco products by its employees, volunteers, licensees, or invitees in the Facilities, Shared Use Areas, or School Site.
- f. All materials, equipment, and supplies provided or used by BTK at or on the Facilities, shared Use Areas, or School Site shall fully conform to all applicable Law. BTK shall not, without the District's prior written consent, keep on or around the Facilities, Shared Use Areas, or School Site for use, disposal, transportation, treatment, storage or sale, any substance designated as, or containing components designated as, hazardous, dangerous, toxic or harmful and/or subject to regulation by any federal, state or local law, regulation, statute or ordinance, except those which are normally used day-to-day for standard industrial, municipal, office, retail or commercial purposes and which shall be stored and used in compliance with all applicable laws and regulations.
- g. Parking of vehicles by BTK employees, agents, licensees, and invitees shall be confined to designated parking areas. Vehicles including but not limited to cars, trucks, campers, mobile homes, and trailers shall not be parked at the School Site for more than one day, without the prior written consent of the District.

11. Licensure & Permitting. BTK represents and warrants to the District that it is duly licensed and qualified to provide the pre-K and preschool services and programming



offered through the Program, and agrees that it will obtain or has obtained, and that it will maintain at all times during the Term or any Renewal Term hereof, any necessary permits, certifications, and licenses for the operation and maintenance of its Program. BTK shall provide the District with copies of all required permits, certifications, and licenses for operation of the Program within three (3) business days of a request from the District. Failure to comply with the terms of this Section or any of the conditions and required funding and licensing conditions necessary to operate the Program shall constitute a default and be grounds for immediate termination of this Agreement.

12. Program Administration & Operation. BTK shall be solely responsible for the administration and operation of its Program, including hiring and supervision of its employees, processing of payroll, tax payments, workers' compensation, health and welfare benefits, accounting, and wage reporting services, as well as the preparation of all legally required and District-requested reports. Except as expressly set forth in this Agreement, the District will have no responsibility for any part of the operation and management of the Program or for any costs or expenses related thereto.

13. Fingerprinting & Background Checks.

a. BTK shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code section 45125.1. Before providing any Program services under this Agreement, BTK shall execute and return the District's Fingerprinting Notice and Acknowledgement form and the required Certification attached as **Exhibit B**.

b. BTK further agrees and acknowledges that if at any time during the Term of this Agreement or any Renewal Term, BTK learns or becomes aware of additional information which differs in any way from the information learned or provided pursuant to Section 45125.1, or BTK adds personnel who will provide Program services under this Agreement, BTK shall immediately notify the District and prohibit any new personnel from interacting with students until the fingerprinting and background check requirements have been satisfied and the District determines whether any interaction is permissible.

14. Security of Facilities. BTK shall be responsible for securing and locking the Facilities at the end of each workday. BTK shall not change any locks or make additional copies of keys without the prior written consent of the District. All keys shall be returned to the District at the termination or expiration of this Agreement or any Renewal Term.

15. Right of Entry and Inspection. The District and its officers, agents, and employees shall have the right to enter the Facilities at any reasonable time for the purpose of inspecting the same. Except in cases of emergency, the District shall provide BTK with notice at least one (1) business day in advance of any District entry and

inspection. The District shall also have the right, with three (3) business days' notice, to inspect all Program records maintained by BTK, including but not limited to enrollment, attendance, licensing, and accounting records.

16. District Operations. BTK will ensure that its operation of the Program does not disturb or disrupt the District's operation and use of the School Site.

17. Furnishings & Equipment. BTK shall provide all furnishings, fixtures, equipment, office supplies, and other items necessary to properly operate and maintain the Program.

18. Maintenance, Upkeep, and Repairs.

- a. At its sole cost and expense, and in addition to the Health and Safety requirements set forth in this Agreement, BTK shall be responsible for maintaining the Facilities in a safe, clean, and hygienic condition at all times which shall include, at a minimum: keeping all floors swept and clear of debris, ensuring that all rubbish is placed in trash containers and/or dumpsters at the end of each day, and storing or sealing all foodstuffs in such a manner so as to not be an attractant to mice, rats, and other vermin. Wipes and other personal hygiene items shall be bagged and disposed of in trash containers or dumpsters and shall not be flushed down toilets.
- b. The District shall provide up to two (2) hours of custodial services per week for the Facilities. BTK shall reimburse District for such custodial costs as set forth in Section 7.
- c. Minor maintenance and repairs of the Facilities that would normally occur through use, other than those repairs and maintenance addressed herein, shall be the responsibility of BTK. For the purposes of this Agreement, "minor repairs and maintenance" shall include but not be limited to replacement of heat/air filters and replacement of light bulbs and lamps and other maintenance and repairs costing less than Two Hundred and Fifty Dollars (\$250.00).
- d. Apart from those items for which BTK is solely responsible for as set forth in this Agreement, the District shall be responsible for major repairs and maintenance of the Facilities. For the purposes of this Agreement, "major repairs and maintenance" shall mean any repairs to heating, air conditioning, ventilating, electrical and lighting equipment, fixtures, interior and exterior walls, ceilings, windows, doors, and plate glass, costing Two Hundred and Fifty Dollars (\$250.00) or more.

18. Health and Safety Mandates.

- a. BTK shall comply with all applicable Federal, State, local, and District laws, regulations, ordinances, policies, procedures, state executive orders and public health orders regarding student health and safety, including but not limited to,

policies and procedures related to social distancing, limits on large gatherings, the use of personal protective equipment (“PPE”) such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of the COVID-19 and other contagious diseases.

- b. BTK will provide its staff with information and training about COVID-19, including its symptoms, how it is transmitted, how to prevent transmission, current guidance and directives from the State and local departments of public health, and any other information and/or resources necessary to help prevent the spread of COVID-19 and other contagious diseases, and will ensure that the Facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, disposable masks and gloves, and hand sanitizer).
- c. BTK, shall, at its sole cost and expense, disinfect and sanitize all surfaces in the Facilities at the end of each day in accordance with the most recent guidelines from the California Department of Public Health (“CDPH”).

19. Alterations and Improvements. BTK shall make no alterations, improvements, or modifications (“Improvements”) to the Facilities or Shared Use Areas without the prior written consent of the District.

20. Signage. BTK shall not place any signage on the Facilities, Shared Use Areas, or School Site without prior written consent of the District. BTK shall promptly remove the signage on termination of this Agreement or any Renewal Term and shall restore the Facilities, Shared Use Areas, and School Site, following removal of the signage, to the condition existing prior to installation of the signage.

21. Termination.

- a. Either Party may terminate this Agreement with ninety (90) days’ prior written notice to the other Party.
- b. The District may immediately terminate this Agreement upon any of the following:
  - i. BTK’s failure to obtain or maintain all required permits, certifications, or licenses necessary to operate the Program;
  - ii. BTK’s failure to obtain or maintain the insurance coverage as specified in this Agreement;
  - iii. BTK’s violation of any Law as set forth in this Agreement;
  - iv. The District’s determination, in its sole discretion, that the Program poses a risk to the health and safety of students; or

- v. BTK's breach of any material term or condition of this Agreement and its failure to cure such breach within ten (10) business days of written notice from the District unless an extension to this cure period is granted by the District.

22. Surrender of Facilities. At the expiration or termination of this Agreement, the Parties agree as follows:

- a. BTK shall return the Facilities to the District in a state of good repair and order, ordinary wear and tear excepted. Any damage to the Facilities or any District-owned property resulting from BTK's use or occupation thereof, excepting ordinary wear and tear, shall be repaired or replaced by District and invoiced to BTK in accordance with the District's usual billing practices. Payment for such costs will be made by BTK within thirty (30) days of receipt of invoice; and
- b. BTK shall remove all of its personal property from the School Site within thirty (30) days of termination or expiration of this Agreement, unless another timeline for such removal is agreed upon by the Parties.

23. Designated Representative. BTK shall designate in writing an on-site representative who shall serve as liaison with the District and who shall be responsible for the day-to-day operation of the Program. BTK shall provide the District with contact information, including a cell phone number and email address, for its designated Program representative.

24. Insurance. Without limiting BTK's indemnification obligations as set forth in this Agreement, BTK shall secure and maintain in force during the term of this Agreement the following:

- a. A comprehensive general liability policy and automobile policy using an occurrence policy form, with combined single limits of \$3,000,000.00, or \$1,000,000.00 per person and \$1,000,000.00 per accident, with no aggregate limit. Such policy shall specifically state: "Coverage does not contain limitations of coverage or exclusions for molestation, sexual abuse, child abuse, or child endangerment." The District shall be named as an additional insured on the policy by endorsements. The policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary. A copy of the declarations page of BTK's policy shall be attached to this Agreement as proof of insurance. BTK shall not alter or terminate said insurance policy without at least thirty (30) prior days' notice to the District. Any altered or terminated insurance policy shall be replaced with an insurance policy meeting the requirements of this Section, so that the terms of the replacement policy become effective no later than the termination or alteration of the prior policy.
- b. A policy or policies of insurance for all of BTK's personal property located at the School Site equal to 100% of its replacement cost.

terminate said insurance policy without at least thirty (30) prior days' notice to the District. Any altered or terminated insurance policy shall be replaced with an insurance policy meeting the requirements of this Section, so that the terms of the replacement policy become effective no later than the termination or alteration of the prior policy.

- b. A policy or policies of insurance for all of BTK's personal property located at the School Site equal to 100% of its replacement cost.
- c. Worker's Compensation Insurance as required by Law.

25. Indemnification. BTK shall defend, indemnify, and hold harmless the District and its agents, employees, contractors, Board of Education, and members of the Board of Education ("District Indemnified Parties"), from and against claims, damages, losses, and expenses (including, but not limited to attorney's fees and costs including fees of consultants) arising out of or resulting from performance of this Agreement including, but not limited to, BTK's use of the Facilities and Shared Use Areas; BTK's performance under this Agreement; or injury to or death of persons or damage to property or delay or damage to the District or District Indemnified Parties for any act, omission, negligence, or willful misconduct of BTK or its respective employees, volunteers, agents, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this Section. This indemnification provision shall survive the expiration or termination of the Agreement.

26. Notices. All notices required to be given between the Parties shall be in writing and transmitted by any of the following methods: (1) facsimile (fax) with proof of transmission; (2) overnight mail with proof of delivery; (3) email provided receipt is acknowledged; (4) personal delivery; (5) certified mail, return receipt requested; or (6) by regular mail placed in the United States Mail, postage prepaid, as follows:

To District:

Santa Cruz City Schools  
Attn: Asst. Superintendent, Business Services  
133 Mission Street, Suite 100  
Santa Cruz, CA 95060  
Email: [jmonreal@sccs.net](mailto:jmonreal@sccs.net)

To BTK:

Attn: Laura Tobias  
Director  
Bridges to Kinder School  
15 Ortalon Avenue  
Santa Cruz, CA 95060  
Email: [b2klaura@gmail.com](mailto:b2klaura@gmail.com)  
Cell Phone: (831) 332-2112

by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

29. Assignment. Neither Party may assign, transfer any of its obligations, rights, or duties under this Agreement. Any such purported assignment or transfer shall be void and shall constitute a breach of this Agreement.
30. Amendment. This Agreement may be amended only by a writing signed by both the Parties.
31. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and no prior agreement, statement, promise, or representation made by any party, employee, officer, or agent which is not contained herein shall be binding or valid.
32. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original of the Agreement. Facsimile signature pages transmitted to either Party to this Agreement shall be deemed equivalent to original signatures on counterparts.
33. Warrant of Authority. Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the Party indicated, and each of the Parties by signing this Agreement warrants and represents that such Party is legally authorized and entitled to enter into this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date and year last written below.

*[Signatures follow on next page]*

**SANTA CRUZ CITY SCHOOLS**

By: \_\_\_\_\_

Name: Jim Monreal

Title: Assistant Superintendent for Business Services

Date: \_\_\_\_\_

**BRIDGES TO KINDER SCHOOL**

By: Laura Tobias

Name: Laura Tobias

Title: Director

Date: 6/17/2013

**EXHIBIT A**  
**Site Map Showing Facilities and Shared Use Areas**



## EXHIBIT B

### FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT FOR CONTRACTS OTHER THAN CONSTRUCTION CONTRACTS (Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in *Attachment 1* to this Notice.
3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in *Attachment 2* to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)

5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as Director [insert "owner" or officer title] of  
B to K [insert name of business entity], have read the foregoing  
and agree that B to K [insert name of business entity] will  
comply with the requirements of Education Code §45125.1 as applicable, including  
submission of the certificate mentioned above.

Dated: 6/7/2023

Name: Laura Tobias

Signature: Laura Tobias

Title: Director

## ATTACHMENT 1

### Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.

- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant

personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT 2

Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: B to K

Date of Entity's Contract with District: Parent & ECE Program

Scope of Entity's Contract with District: 6/7/2023

I, Laura Tobias [insert name], am the Director [insert "owner" or officer title] for B to K [insert name of business entity] ("Entity"), which entered a contract on 6/7, 2023 with the District for Parent & ECE Program

I certify that (1) neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: 6/7, 2023

Signature: Laura Tobias  
Printed Name: Laura Tobias  
Title: Director  
Entity: B to K

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** CDW Google Voice Agreement Renewal

**MEETING DATE:** June 14, 2023

**FROM:** Jim Monreal, Assistant Superintendent of Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the CDW Google Voice User License Renewal for the 2023-24 school year.

**BACKGROUND:**

Google Voice is a telephone service that provides call forwarding, voicemail services, and voice text messaging. The primary use of google voice is for District employees who need to communicate with families, especially among certain populations who communicate primarily by text. Google Voice allows District employees to text with families without using their personal phone or providing a costly district phone. Google voice also supports staff by keeping records of communications with families and calls are recorded. Google Voice ultimately provides staff with a way to communicate with families without limitations.

The license renewal for Google Voice will be through CDW, which purchased Amplified IT.

**FISCAL IMPACT:**

\$2154.12 monthly, or \$25,849.44 annually LCFF Base (Unrestricted)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Goal #6: SCCS will maintain strong communication and partnership with its diverse community.



CDW Customer Service Order  
Form Google Workspace

Seller: CDW Direct, LLC
Seller Address: 200 N. Milwaukee Avenue, Vernon Hills, IL 60061
Customer: 1165316-SANTA CRUZ CITY SCHOOLS
Subscription Term Start Date: Upon Service Activation

Google Workspace	Licensed Quantity	Subscription Term	Monthly Service Fee Per User	Total Monthly Service Fee

Google Workspace Add-On Products/ Services	Licensed Quantity	Subscription Term	Monthly Service Fee Per User	Total Monthly Service Fee
	170	Monthly	\$10.00	\$1700.00
<b>Google Voice Specific Estimated Monthly Telecom Taxes and Regulatory Fees*</b>				\$454.12

\*The subscription term for the Google Workspace will automatically renew for additional terms equal to the Initial Subscription Term (each a “Renewal Term”) unless Customer cancels the Google Workspace as set forth below.

\*\* These are estimate monthly taxes and fees only. These taxes and fees may vary based on Customer’s geographic location. Seller will pass thru and bill Customer for actual telecom taxes and regulatory fees as calculated by Google.

<b>Customer Provisioning Information:</b>	
Customer Technical Contact:	
Phone #	
Email Address	
Off-Domain Email Address	
Google App Domain	
Order Type (if applicable)	

**Subscription Term Fee Total:** \$2,154.12 – monthly total, \$25,849.44– yearly total Terms:

1. **TERMS AND CONDITIONS** - Customer’s obligations under this Customer Service Order Form, including its payment obligations are subject to the current Third Party Google Workspace Services Terms and Conditions on Seller’s website at [Third Party Cloud Services Terms and Conditions](#), unless Customer has entered into a written agreement with Seller covering Customer’s purchase of products and services from Seller (“Existing Customer Agreement”), in which case Customer’s obligations shall be subject to the terms of such Existing Customer Agreement.
2. **PAYMENT** – Customer will pay all Fees (as defined herein), including regulatory fees and taxes, for the use of the Google Workspace as set for thin Seller’s invoice, within 30 days after the date of the invoice, or in accordance with such other payment terms that may have been negotiated between Customer and Seller. In addition to the Service Fee for the Google Workspace, Customer will also be responsible for all additional fees for any subscription renewals and extensions, metered usage components consumed by Customer, and other subscriptions, features, products, services, or add-ons that Customer uses within the Google Workspace. Seller will invoice Customer in advance for the monthly or prepaid charges due for the Google Workspace purchased. Seller will invoice Customer in arrears for any metered usage or overage components (e.g.,





capacity overages, third party content, etc.). The Service Fee for the Google Workspace and all additional fees due here under are collectively referred to as "Fees".

3. **ADD-ON ORDERS** - Any orders submitted by Customer to Seller for Google Workspace over the next twelve (12) months (the "Add-On Order(s)") will be governed by the terms and conditions of this Customer Service Order Form. All Add-On Order(s) must include the name of the applicable Google Workspace, the Licensed User Quantity and the length of the initial term (e.g., 1, 2, or 3 years). The Initial Subscription Term for any Add-On Order(s) will commence on the date Seller provisions the new Google Workspace on behalf of Customer.
4. **SERVICE SUSPENSION** - In addition to any other rights Seller may have, Seller may suspend or terminate the Google Workspace if Customer fails to pay any Fees within ten(10) business days after the applicable due date.
5. **CANCELLATION** - If Customer wants to cancel the Google Workspace at the end of the Initial Subscription Term or any Renewal Term, Customer must provide notice of cancellation at least thirty (30) days prior to the expiration of the Initial Subscription Term or Renewal Term. If Customer's notice of cancellation is not received in a timely manner, the Google Workspace will automatically be extended for additional Renewal Terms. Customer will remain financially responsible for the Service Fee for the Google Workspace and all additional fees for any metered usage or overage based fees (e.g., capacity overages, third party content, etc.), and other subscriptions, features, products, services or add-ons, incurred for the Google Workspace prior to cancellation.
6. **CANCELLATION POLICY FOR GOOGLE VOICE** - To cancel the Google Voice services Customer must fill out and submit the form at [Google Voice Cancellation Form](#) sixty(60) days prior to service cancellation. Customer will be responsible for all Google Voice service fees incurred up through the effective date of termination, including any applicable taxes and regulatory fees.
7. **NON-CANCELLABLE/NON-REFUNDABLE** - Except as set forth above for the Google Voice services, the Google Workspace purchased under this Customer Service Order Form are non-cancellable and all Fees paid to Seller are non-refundable.
8. **GOOGLE REQUIRED TERMS:**
  - (a) Seller, Google, and Customer are independent contractors with respect to the resale of the Google Workspace.
  - (b) Customer will either accept the Google TOS prior to accessing or using the Google Workspace, or hereby expressly authorizes Seller to accept the Google TOS on Customer's behalf.
  - (c) Customer acknowledges and agrees that Seller is the processor of any personal data processed by it on Customer's behalf, and Customer is the controller of any such data, as the terms "controller", "processed", "processor" and "personal data" are defined in the EU Directive;
  - (d) Customer is responsible for obtaining and maintaining any consents required from End Users to allow Seller to perform its obligations under this Agreement;
  - (e) If Google fails to comply with the SLAs, Customer will only be eligible to receive those remedies set out under the Google TOS and must request such remedies directly from Seller; and
  - (f) Google will only provide customer support to Customers in accordance with the Google TOS.

BY SIGNING BELOW, Customer acknowledges and agrees that it is receiving the Google Workspace directly from Google, Inc. ("Google") pursuant to Google's standard terms and conditions or such other terms as agreed upon by Customer and Google. Customer further acknowledges that Google and not Seller will be responsible for performance of the Google Workspace.

**CUSTOMER AUTHORIZED REPRESENTATIVE**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Infinite Campus and Integrated Messaging Contract Renewal

**MEETING DATE:** June 14, 2023

**FROM:** Jim Monreal, Assistant Superintendent Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the contract renewal for Infinite Campus Student Information System and the Integrated Messaging system for 2023-24.

**BACKGROUND:**

Infinite Campus is the district's current Student Information System. It is an online resource that stores student data, such as names, addresses, family contacts, schedules, and grades. Our Student Information System also handles a variety of important tasks, including messaging, scheduling, grading, health status, transcripts, and many others. It also gives parents and students access to important functions such as viewing grades and schedules and submitting forms for enrollment or sports.

Infinite Campus also includes the Integrated Messaging System. Campus Messenger simplifies communications to staff, students and parents through an easy-to-use Web interface that delivers regular, content-rich communications via email, phone, or text messaging. Our system data can be used to immediately distribute a large volume of calls including emergency notifications. This system allows us to call, email and text message 365 days per year.

**FISCAL IMPACT:**

\$96,743.08 LCFF Base (Unrestricted)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

Goal #6: SCCS will maintain strong communication and partnerships with its diverse community.

**AGENDA ITEM: 9.4.2.5**



IT

Infinite Campus  
 NW 6022  
 PO Box 1450  
 Minneapolis MN 55485-1450  
 (651) 631-0000 Ext. 0000

Invoice	ANNUAL042115
Date	5/1/2023
Page	1

**Bill To:**

Santa Cruz City Schools  
 Attn: Accounts Payable  
 133 Mission St, Ste 100  
 Santa Cruz CA 95060

**Ship To:**

Santa Cruz City Schools  
 Attn: Accounts Payable  
 133 Mission St, Ste 100  
 Santa Cruz CA 95060

Purchase Order No.	Customer ID	Salesperson ID	Payment Terms		
-	SANTACRU001		Net 60		
Ordered	Shipped	Item Number	Description	Unit Price	Ext. Price
6,118	6,118	0027	License: SIS (7/23-6/24)	\$6.00	\$36,708.00
6,118	6,118	0029	License: Messenger (7/23-6/24)	\$0.90	\$5,506.20
6,118	6,118	0102	License: Campus Learning (7/23-6/24)	\$2.00	\$12,236.00
1	1	0052	Support: SIS (7/23-6/24)	\$10,000.00	\$10,000.00
6,118	6,118	0054	Support: Messenger (7/23-6/24)	\$0.25	\$1,529.50
6,118	6,118	0015	Cloud Choice Application Hosting: (7/23-6/24)	\$1.00	\$6,118.00
1	1	0120	Yearly Event Series (7/23-6/24)	\$3,850.00	\$3,850.00
6,118	6,118	125	Online Registration Prime: (7/23-6/24)	\$2.00	\$12,236.00
1	1	115	Multi-Language Editor Tool (7/23-6/24)	\$1,500.00	\$1,500.00
1.00	1.00	100	Custom Reports Annual Fee: Custom Transcript- Case 1335988 (10/23-6/24)	\$292.50	\$292.50
1.00	1.00	100	Custom Reports Annual Fee: Weighted & Unweighted GPAs- Case 1374725 (10/23-6/24)	\$121.88	\$121.88
21	21	0115	Telecom Annual Fee: Messenger (7/23-6/24)	\$345.00	\$7,245.00
1.00	1.00	121	Unused Prepaid Campus Learning Training	(\$300.00)	(\$300.00)
1.00	1.00	186	Unused Prepaid Online Payments Training	(\$300.00)	(\$300.00)
				<b>Subtotal</b>	\$96,743.08
				<b>Tax</b>	\$0.00
				<b>Total</b>	\$96,743.08

If you would like to pay this invoice by ACH  
 please e-mail [accountspayable@infinitecampus.com](mailto:accountspayable@infinitecampus.com).  
 The prices on the invoice noted are our standard  
 academic prices for the products and services

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Intrado School Messenger Contract Renewal

**MEETING DATE:** June 14, 2023

**FROM:** Jim Monreal, Assistant Superintendent of Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve Intrado SchoolMessenger Presence Contract Renewal for the first three months of the 2023-24 school year.

**BACKGROUND:**

Santa Cruz City Schools will continue to use Intrado School Messenger’s Content Management System for website services for the upcoming 2023-24 school year. By renewing our contract for three months, the District will keep continuity and continued communication with our community as we build our brand.

**FISCAL IMPACT:**

\$8,120.00 annually, LCFF Base (Unrestricted)

This work is in direct support of the following District goals and their corresponding metrics:

- Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.
- Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.
- Goal #5: SCCS will maintain a balanced budget and efficient and effective management.
- Goal #6: SCCS will maintain strong communication and partnership with its diverse community.

# Quote

**Date** 6/7/2023  
**Quote #** 162597

**Expires** 7/7/2023

**Quote Type**  
**Representative** Jonathan Lammey  
**Agent**

Intrado Interactive Services Corporation

**THIS IS NOT A BILL.**

**Prepared for:**

Accounts Payable  
 Santa Cruz City Sch District  
 133 Mission St Ste 100  
 Santa Cruz CA 95060-3747  
 United States

Item	Quantity	Description	Rate	Amount
R-SM-CMS	1	SchoolMessenger Presence Renewal -- Content Management System (CMS) and Website hosting, 12-month package  *July 2, 2023 - July 1, 2024 Renewal*	8,120.00	8,120.00
Discount-Prorate CMS	1	SM Presence Manager approved discount  *Only renewing for 3 months. New renewal date is October 2, 2023.*	-6,090.00	-6,090.00
			<b>Total</b>	<b>\$2,030.00</b>

The terms and conditions available at <https://www.schoolmessenger.com/webterms> apply to this quote, unless the parties have entered into a separate mutually executed agreement.  
 Sales tax may be applied on invoice. Tax exemption certificates can be sent to [SchoolMessengerBilling@west.com](mailto:SchoolMessengerBilling@west.com).



## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** AT&T Mobile Phone Services Agreement

**MEETING DATE:** June 14, 2023

**FROM:** Jim Monreal, Assistant Superintendent of Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the FirstNet AT&T Mobile Phone Services Agreement renewal for the 2023-24 school year.

**BACKGROUND:**

Santa Cruz City Schools previously received cell phone service through T-Mobile. SCCS will be terminating the T-Mobile contract and moving this service to AT&T via FirstNet. There will be an initial equipment purchase for new iPhones, which will be included as part of a credit for signing-up for the new service. All costs will be on a month-to-month basis for the phone service.

**FISCAL IMPACT:**

\$3,222.40 monthly, or \$38,688.80 annually - LCFF Base (Unrestricted)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.



FirstNet Naspo Valuepoint Rate Plan Proposal

Proposal Date:	May 16, 2023	<b>NOTES</b>
Valid through:	June 15, 2023	
		<p>iPhone 13 cost is broken down into 36 payments: AT&amp;T will provide a credit for the same amount to offset the cost. Net cost to customer is \$0.00 only sales tax which is based on Retail Cost. If service is terminated before 36 month installment is completed, customer is responsible for the remaining balance of the device.</p>

**Equipment Purchase**

Description	SKU	Qty	Retail	Discount	Device Net Cost	Estimated Tax	Estimated Cost per Device	Total Cost
iPhone 13 128gb BLACK	6162D	80	\$729.99	(\$729.99)	\$ -	\$67.52	\$ 67.52	\$ 5,401.60
								<b>\$ 5,401.60</b>

**Service Fees Monthly**

Description	Service Ty	Qty	Retail	Discount	Net Cost per Device	Est Tax, Fees & Surcharges	Est Total Per Device	Total Estimated Cost
Firstnet Unlimited Smartphone Plan w/Hotspot	TBD	80	\$65	(\$30)	\$ 35.00	\$3.28	\$ 38.28	\$ 3,062.40
Enhanced Push to talk	TBD	80	\$5	(\$3)	\$ 2.00		\$ 2.00	\$ 160.00
								<b>\$3,222.40</b>

Credits			
Description	Amount	Quantity	Total
New Smartphone Line ACT*	\$200	80	\$16,000
Trade In credits available	\$0	0	\$0
*Only available when purchasing a new Device at time of Activation			
<b>Total Credit Amount</b>	<b>\$16,000</b>		



## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** AT&T Data Circuit Dedicated Ethernet Contract

**MEETING DATE:** June 14, 2023

**FROM:** Jim Monreal, Assistant Superintendent of Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the AT&T Data Circuit Dedicated Ethernet Contract for the 2023-24 school year.

**BACKGROUND:**

The contract covers the District's internet connection with the Santa Cruz County Office of Education, which connects all of the District's school sites and district office with the Santa Cruz County Office of Education's Internet.

**FISCAL IMPACT:**

\$25,800 - LCFF Base (Unrestricted)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

20200312-2015



202003122014UA

**AT&T DEDICATED ETHERNET (ILEC STATE EXCHANGE)  
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM SERVICE PUBLICATION RATES AND TERMS**

AT&T MA Reference No.  
AT&T Contract ID No. ADE-CH4707N

<b>Customer</b>	<b>AT&amp;T</b>
Santa Cruz City School District Street Address: 133 MISSION ST STE 10 0 City: SANTA CRUZ State/Province: CA Zip Code: 95060 Country: USA	The applicable AT&T Service-Providing Affiliate(s)
<b>Customer Contact (for Notices)</b>	<b>AT&amp;T Contact (for Notices)</b>
Name: Jim Monreal Title: Assistant Superintendent, Business Services Street Address: 133 MISSION ST STE 100 City: SANTA CRUZ State/Province: CA Zip Code: 95060 Country: USA Telephone: 831-429-3410 Ext 224 Fax: Email: jmonreal@sccs.net Customer Account Number or Master Account Number:	Name: Phil Mallon Street Address: 2700 Watt Avenue City: Sacramento State/Province: CA Zip Code: 95821 Country: USA Telephone: 916-486-3339 Fax: Email: j2394@att.com Sales/Branch Manager: Wollweber SCVP Name: Osborne Sales Strata: GEM Sales Region: West <b>With a copy (for Notices) to:</b> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes **ten percent (10%) or less** of the total traffic on any Service.

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on Customer's bill for intrastate Services. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.

If Customer is purchasing new Service hereunder, Customer confirms receipt of the AT&T customer building / site preparation document describing the installation requirements at the Site(s).

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By: eSigned - Jim Monreal	By: eSigned - Veronica Danao
Printed or Typed Name: Jim Monreal	Printed or Typed Name:
Title: Assistant Superintendent, Business Services	Title: Contract Specialist CGI
Date: 12 Mar 2020	Date: 13 Mar 2020 kg091v

**For AT&T internal use only:**

Contract Ordering and Billing Number (CNUM):

ROME SR#: 1-CQ80BB3  
KB2359| 03/11/2020  
RLR: 1016551v1

**AT&T and Customer Confidential Information**

Page 1 of 3

1922/2013

ade\_LEC\_ICB\_ps\_intrastate\_CA 10.04.18 v11

WK# - TCAL and ILEC - Intrastate-TBD Please sign by February 11, 2021	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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**AT&T DEDICATED ETHERNET (ILEC State Exchange)  
Pricing Schedule Provided Pursuant to Custom Terms**

**1. SERVICE, SERVICE PROVIDER and SERVICE PUBLICATION**

<b>Service</b>	AT&T Dedicated Ethernet	
<b>Service Provider</b>	<b>Service Publication (incorporated by reference)</b>	<b>Service Publication Location (URL)</b>
AT&T California	AT&T California Service Publications, including Other Services Tariff, Section D12	<a href="http://cpr.att.com/pdf/ca/ca.htm">http://cpr.att.com/pdf/ca/ca.htm</a>

**1.2 Inside Wiring**

<b>Service</b>	AT&T Inside Wiring	
<b>Service Provider</b>	<b>Service Publication</b>	<b>Service Publication Location</b>
Same as the AT&T Service Provider for the AT&T Dedicated Ethernet Service	AT&T Inside Wiring Service Guide	<a href="http://cpr.att.com/pdf/publications/Inside_Wiring_Service_Guide_Attachment.pdf">http://cpr.att.com/pdf/publications/Inside_Wiring_Service_Guide_Attachment.pdf</a>

**2. PRICING SCHEDULE TERM, EFFECTIVE DATES**

<b>Pricing Schedule Term</b>	36 months
<b>Start Date of Minimum Payment Period, per Service Component</b>	later of the Effective Date or installation of the Service Component
<b>Rate Stabilization per Service Component</b>	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of its Minimum Payment Period.
<b>Pricing following the end of Minimum Payment Period</b>	non-stabilized prices as modified from time to time in applicable Service Publication or, if there is no such pricing, the pricing in this Pricing Schedule
<b>PRICING SCHEDULE TERM AUTO-RENEWAL</b>	Not applicable to this Pricing Schedule
<b>Pricing Schedule Term Extension Option</b>	Customer may extend the Pricing Schedule Term for one or two 12 month periods (each, an "Extension Period") upon written notice to AT&T at least forty-five (45) days prior to the expiration of the original Pricing Schedule Term (or of the first Extension Period, if applicable). In such a case, the Minimum Payment Period for each Service Component in service at the expiration of the original Pricing Schedule Term (and of the first Extension Period, if the second Extension Period is exercised) shall be extended for 12 months for each Extension Period exercised.

**3. MINIMUM PAYMENT PERIOD**

<b>Service Components</b>	<b>Percentage of Monthly Recurring Charges Applied for Calculation of Early Termination Charges*</b>	<b>Minimum Payment Period per Service Component</b>
All quantities of Service Components listed in Section 5	50% and, if AT&T installs Customer Premises Support Structure facilities for AT&T Dedicated Ethernet service at any site, an additional \$9,200 for such site to recover facility costs	Until end of Pricing Schedule Term
*Early termination charges shall not exceed the total amount of monthly recurring charges for the remainder of the Minimum Payment Period.		

WK# - TCAL and ILEC - Intrastate-TBD  Please sign by February 11, 2021	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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**AT&T DEDICATED ETHERNET (ILEC State Exchange)  
Pricing Schedule Provided Pursuant to Custom Terms**

**4. ADDS; MOVES****4.1 Adds**

Orders for Service Components in excess of quantities listed in Section 5 ("Adds") are not permitted.

**4.2 Moves**

Per applicable Service Publication

**5. RATES AND CHARGES; QUANTITIES; SITE CONFIGURATION**

Applicable to all rate tables in this Pricing Schedule:

- The applicable USOC is the last five (5) characters of the code displayed for each Service Component – the remaining characters are for internal AT&T use only.
- In the event that any total amounts conflict with any per-unit rates in the tables below, the per-unit rates shall control.
- Charges for special construction, if needed, may also apply.
- Prices for AT&T Dedicated Ethernet include any required Customer Premises Support Structure.

**5.1 NEW SERVICE**

This Pricing Schedule is Customer's order for any new Services shown in the table(s) below.

For each location where collocation is identified per the table(s) below, cross connect charges will apply under the applicable tariffs or other service publications.

<b>Circuit Item #1</b>				
<b>Location A:</b> 133 MISSION, S CRZ, CA 95060		<b>Location Z:</b> 400 ENCINAL, S CRZ, CA 95060		
Port Connection Speed: 10 GE LAN-PHY		Port Connection Speed: 10 GE LAN-PHY		
Collocation (Cross Connects apply): [Select]		Collocation (Cross Connects apply): [Select]		
Optional Diversity Features: N/A		Optional Diversity Features: N/A		
<b>Circuit Level Options:</b> Port Protection Plus: N/A Inter-Wire Center Diversity: N/A				
<b>Service Components / USOC</b>	<b>Quantity New</b>	<b>MRC, per unit</b>	<b>Total MRC (Qty x MRC)</b>	<b>NRC, per unit (New Service Components only)</b>
Design CO Charge / 10 GE LAN-PHY / EYXCT-NRBCL	1	\$0.00	\$0.00	\$0.00
Admin Charge / 10 GE LAN-PHY / EYXCT-ORCMX	1	\$0.00	\$0.00	\$0.00
Customer Conn Charge / 10 GE LAN-PHY / EYXCT-NRBBL	2	\$0.00	\$0.00	\$0.00
Port Connection / 10 GE LAN-PHY / EYXCT-EYFNX	2	\$ 441.66	\$ 883.32	\$0.00
<b>TOTAL MRC for Service Components and Quantities listed above:</b>			<b>\$883.32</b>	

**5.2 AT&T INSIDE WIRING**

Charges for AT&T Inside Wiring are as set forth in the Service Publication.

**End of Document**

ROME SR#: 1-CQ80BB3 KB2359] 03/11/2020 RLR: 1016551v1	<b>AT&amp;T and Customer Confidential Information</b> Page 3 of 3 <b>1924/2013</b>	ade_LEC_ICB_ps_intrastate_CA 10.04.18 v11
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## E-Rate Rider

### ATTACHMENT TO AT&T DEDICATED ETHERNET (ILEC STATE EXCHANGE)

#### PRICING SCHEDULE ("Agreement") FOR SERVICES AND/OR PRODUCTS SUBJECT TO E-rate FUNDING

This Attachment ("Attachment") is entered into by **AT&T California** [Insert name of AT&T affiliate] (AT&T) and SANTA CRUZ CITY SCHOOL DISTRICT (Customer) and is effective as of the date last signed below (Effective Date). It is an attachment to the Agreement and has the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment control.

#### TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

**Customer intends to seek funding through the E-rate program for Services purchased under the Agreement. E-rate is administered by the Universal Service Fund Administrative Company (USAC). The Federal Communications Commission (FCC) has promulgated regulations that govern the participation in the E-rate program. The Parties agree:**

1. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-rate funding is solely determined by USAC and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.
2. Service Substitutions. USAC funding commitments are based upon the products, services and locations set forth in the Form 471. Any modification to the products and services or the locations at which they are to be installed or provided requires Customer to file a service substitution with USAC. AT&T may suspend Service substitution activities pending approval of service substitution requests.
3. Requested Information. If requested, Customer will promptly provide AT&T with final copies of the following E-rate-related materials (including all attachments): (i) Form 471 and Bulk Upload template(s); (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer will clearly delineate between eligible and non-eligible Services on those orders.
4. Indemnities. Each party agrees it has and will comply with all laws and requirements applicable to the E-rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each party agrees to indemnify and hold harmless the other party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party, FCC or USAC claims and related loss, liability, damage, and expense (including reasonable attorney's fees) arising out of the indemnifying party's violation of the E-rate rules or breach of the terms of this Attachment.
5. Non-Appropriations. By executing the Agreement, Customer confirms that it has funds appropriated and available to pay all amounts due for E-rate supported Services through the end of its current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith a revised agreement with AT&T to develop revised services and terms to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement term. This section 5 applies to Customer funding appropriations, and does not allow for termination if E-rate funding is denied or delayed.

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*This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.*



## E-Rate Rider

### 6. Customer Must Choose A or B

#### A.) [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

**CUSTOMER DIRECTS AT&T TO COMMENCE OR CONTINUE SERVICES EVEN IF E-RATE FUNDING HAS NOT BEEN APPROVED BY USAC. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR DELAYED.**

(i). Scope: **Customer desires that Services commence on or about July 1 unless a different date is inserted here**. AT&T will make reasonable efforts to meet the requested date, but AT&T does not commit to commence Service by the requested date. The term of the Services begins on the Start Date of Minimum Payment Period as provided in the applicable Pricing Schedule, or if there is no Pricing Schedule then as may be stated in the applicable Order document.

(ii). Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

#### B.) [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

**SERVICES WILL NOT COMMENCE AND EQUIPMENT WILL NOT SHIP UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES OR EQUIPMENT IS DENIED, THE AGREEMENT WILL TERMINATE AS TO THOSE SERVICES OR EQUIPMENT UNLESS A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.**

(i). Scope: Customer agrees to use best efforts to obtain funding from USAC. AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections, a verification of Form 486 approval by USAC. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation. The Services term begins on installation and delivery of those services, and will continue for the term stated in the Agreement.

(ii). Funding Denial Agreement Termination: if a funding request is denied by USAC, the Agreement, with respect to such Service(s) and/or equipment, will terminate sixty (60) days from the date of the FCDL in which E-rate funding is denied or on the 30<sup>th</sup> day following rejection of the final appeal of such denial, and Customer will not incur termination liability. In the event Services and/or equipment are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement. This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC after commencement of Service.

(iii). IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES AT&T TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM USAC, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE.

### 7. AT&T Owned Equipment - General Terms and Conditions

If the Services require placing Equipment (e.g. routers, switches) on the Customer's premises (the "Premises") Customer does not wish to provide this Equipment itself, but instead requests the placement of the Equipment as part of the installation of the underlying Service. Neither the Agreement nor this Attachment includes an option to purchase the Equipment. Customer will not use the Equipment for any purpose other than receipt of the eligible Service of which it is a part.

A. Accordingly, Customer hereby:

- Grants AT&T a license to install, operate, and maintain the Equipment and any additional, supplemental or replacement equipment as AT&T may choose.
- Confirms this license includes a right of access to and within the Premises for purposes of installing, operating, maintaining, repairing and replacing the Equipment. All Equipment brought onto the premises by AT&T is the personal

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## E-Rate Rider

property of AT&T (regardless of whether such Equipment is attached or affixed to the Premises) and Customer has no right to, interest in, or exclusive use of that Equipment.

- Agrees to provide adequate space and electric power for the Equipment and keep the Equipment physically secure and free from liens and encumbrances. Customer bears the risk of loss or damage to the Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.
- Agrees to notify AT&T of any issues related to the Equipment, including the need for maintenance or repair, and assumes responsibility for notifying any other contractors or persons with a need to know of the presence and location of the Equipment.
- Agrees to indemnify and hold AT&T harmless from any and all liability that may arise out of the presence and placement of the Equipment, except for AT&T's gross negligence.
- Grants AT&T the right, but not the obligation, to remove all or any part of the Equipment from the premises at any time after the termination of the Service.

Additionally, E-rate program rules and eligibility requirements apply, and these requirements may change from time to time.

### 8. Terms of Equipment Usage

Please note that there are some important Customer obligations to facilitate timely Equipment installation and service delivery. Accordingly, Customer agrees to provide the following:

A. **PATH** - The Customer is responsible for providing or causing the property owner to provide a path from the property line into the building. A clear underground or aerial path is required from the property line where AT&T ILEC facilities exist, to the equipment room designated to support the entrance fiber.

B. **SPACE** – Customer is responsible for providing appropriate floor space and a properly installed equipment rack of suitable strength and quality to properly support the intended Equipment at the Minimum Point of Entry (MPOE)/ Demarcation Point in compliance with FCC and AT&T service requirements.

The appropriate space and location will be mutually agreed following an AT&T site visit. Any Demarcation Point location which is further than the closest practicable point to the MPOE in the building will require custom work which may not be eligible for E-rate Category 1 funding, and must be paid for by the Customer.

C. **ENVIRONMENTAL** – Operating environment should be between +40° F and 100° F at 0% to 85% relative humidity (RH-Non-Condensing).

D. **POWER - GROUND** - Customer will provide:

- Permanent, dedicated, 3-prong grounded power for the Equipment being installed. Power requirements can consist of nominal –48VDC, +24/-24 VDC, 110V, 125V, 220V, etc. located within 3 feet of the AT&T Equipment. AT&T may require more than one power outlet for some Equipment types, and there are specific amperage requirements for different Equipment types.
- Relay racks/cabinets must be properly grounded by placing an exposed #6 or larger grounding wire to the building's ground source. This ground wire will be attached to the closest ground rod (earth ground) or building bus bar available and run to the Network Terminating Equipment location in the room.
- Any other site-specific customer obligations will also be provided by AT&T personnel via e-mail upon finalization of this Attachment.

### 9. Customer Premise Support Structure ("CPSS") - General Terms and Conditions

If the Services require placing conduit and/or other conduit pathway support structures (Facilities) on the Customer's Premises. Customer does not wish to provide these Facilities itself, but instead requests the placement of the Facilities as part of the construction and installation work of the underlying Service.

Accordingly, Customer hereby:

- Grants AT&T a license to install and operate the Facilities and any replacement Facilities as AT&T may choose.

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## E-Rate Rider

- Confirms such license includes a right of access to and within the Premises for purposes of installing, repairing and replacing the Facilities. All Facilities brought onto the Premises by AT&T, once installed and functional, become Customer property.
- Confirms that once the Facilities are installed, the Customer is responsible for the cost of any installation, maintenance, repair or replacement of the Facilities.
- Assumes responsibility for notifying any other contractors or persons with a need to know of the presence and location of the Facilities.
- In addition to any early termination charges identified in the Agreement or Pricing Schedule, Customer is also liable for 100% of the cost of \$9200 for each site at which AT&T installs Facilities. All early termination charges, plus recovery of entrance facility costs, will not exceed the total amount Customer would have been required to pay for the Service if it had not terminated early.

### **Terms Applicable to CALNET customers with the following services:**

- **Metropolitan Area Network (MAN) Ethernet (3.0)**: In the event of termination of service within 24 months from the Cutover Date of Service, Customer is liable for 100% of the cost of \$9200 for each site at which AT&T installs CPSS.
- **Managed Internet Services (5.0)**: If Customer cancels Service at an eligible Customer site prior to the service activation date, AT&T is not obligated to complete work on Entrance Facility Construction (EFC), and Customer agrees to compensate AT&T for all of AT&T's costs incurred through the date of cancellation associated with providing EFC, regardless of whether the construction has been completed.

### **10. USAC Invoicing Method**

AT&T will follow invoicing requirements and accommodates either the Service Provider Invoice Form (SPI) - Form 474 – or the Billed Entity Application Reimbursement (“BEAR”) - Form 472 invoice method. Customer agrees to promptly submit any AT&T or USAC Forms needed to support requests for payment for Services rendered.

- a. SPI – Customer must first receive an approved Funding Commitment Decision Letter and Form 486 Notification Letter. In addition, the Customer agrees NO LATER THAN 120 days prior to their Last Date to Invoice to notify AT&T of its SPI election, and to provide and certify to AT&T an accurate list of the applicable Billing Accounts Numbers for services per their Form 471 funding application for each Funding Request Number for which the SPI method is sought. Customer agrees that invoices are due and payable in full by their stated due date unless these requirements have been met and SPI discounts commence. Where these requirements are not met, Customer agrees to utilize the BEAR disbursement method to request their E-rate funding. See: <http://usac.org/sl/applicants/step06/default.aspx>.
- b. BEAR - Under current rules, Service Providers have no involvement in the BEAR invoice process.

### **11. Reimbursement of USAC**

Customer agrees to promptly submit any AT&T or USAC forms needed to support Form 474 SPI requests for payment of discounted Services. If USAC (i) seeks recovery from AT&T for disbursed E-rate funds as a result of Customer's failure to comply with the E-rate rules, including Customer delays in submitting required forms or contracts; or (ii) determines that Services which it had previously been approved for discounts are not eligible resulting in a “Notice of Improperly Disbursed Funds” or other request for recovery of funds (other than as the result of AT&T's failure to comply with the E-rate rules), then AT&T will reverse any E-rate SPI discounts provided which were denied, any reimbursements demanded, and any funds returned, and Customer will (a) pay all unfunded, reimbursed, or returned amounts and (b) reimburse AT&T for any funds AT&T must return to USAC, each within ninety (90) days of notice from USAC. In addition, Customer agrees and acknowledges that a determination of ineligibility, reduction, or other non-funding by USAC does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees. This provision shall supersede any other provision with respect to limits on the time period in which charges may be invoiced.

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## E-Rate Rider

### 12. Contract Requirements.

FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.

**IF THIS BOX IS CHECKED, THIS ATTACHMENT REPLACES THE ATTACHMENT BETWEEN THE PARTIES DATED May 24, 2016 .**

SO AGREED by the Parties' respective authorized signatories:

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: eSigned - Jim Monreal	By: eSigned - Veronica Danao
Name:	Name:
Title: Assistant Superintendent, Business Services	Title: Contract Specialist CGI
Date: 12 Mar 2020	Date: 13 Mar 2020 kg091v

**CONFIDENTIAL INFORMATION**

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**SANTA CRUZ CITY SCHOOL DISTRICT**

**AGENDA ITEM:** AT&T Data Circuit WAN Contract

**MEETING DATE:** June 14, 2023

**FROM:** Jim Monreal, Assistant Superintendent of Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the AT&T Data Circuit WAN Contract renewal for the 2023-24 school year.

**BACKGROUND:**

The contract covers the District’s internet connection, which connects all of the District’s school sites and district office to the internet.

**FISCAL IMPACT:**

\$64,000 - LCFF Base (Unrestricted)

This work is in direct support of the following District goals and their corresponding metrics:

- Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.
- Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.
- Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.
- Goal #5: SCCS will maintain a balanced budget and efficient and effective management.



201203200147UA

AT&T MA Reference No. 201203200147UA  
 AT&T Contract ID No. SDNA6J1142

**AT&T SWITCHED ETHERNET SERVICE<sup>SM</sup> (with NETWORK ON DEMAND)  
 PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS (For E-Rate)**

<b>Customer</b>	<b>AT&amp;T</b>
Santa Cruz City SD Street Address: 133 Mission St City: Santa Cruz State/Province: CA Zip Code: 95060 Country: USA	The applicable AT&T Service-Providing Affiliate(s)
<b>Customer Contact (for Notices)</b>	<b>AT&amp;T Contact (for Notices)</b>
Name: Patrick Gaffney Title: Assistant Superintendent Street Address: 133 Mission St City: Santa Cruz State/Province: CA Zip Code: 95060 Country: USA Telephone: 831-429-3410 x 224 Email: pgaffney@sccs.net Customer Account Number or Master Account Number:	Name: Steve Lawless Street Address: 5555 E. Olive ave City: Fresno State/Province: CA Zip Code: 93727 Country: USA Telephone: 5592748893 Email: sl1287@att.com Sales/Branch Manager: Hans Maurits SCVP Name: Chris Congo Sales Strata: SLED Sales Region: West <u>With a copy (for Notices) to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above.

Unless otherwise specified herein, Services purchased under this Pricing Schedule must be managed using the AT&T Network on Demand process described in the Network on Demand Guide available at: [http://cpr.att.com/pdf/publications/NOD\\_Guide.pdf](http://cpr.att.com/pdf/publications/NOD_Guide.pdf) which is incorporated herein by reference and is subject to change by AT&T.

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on Customer's bill for intrastate Services. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.

Customer confirms receipt of the AT&T customer building / site preparation document describing the installation requirements at the Site(s).

<b>Customer (by its authorized representative)</b>	<b>AT&amp;T (by its authorized representative)</b>
By: <i>Patrick K Gaffney</i>	By: <i>Veronica Danao</i>
Printed or Typed Name: <i>PATRICK K GAFFNEY</i>	Printed or Typed Name: Veronica Danao
Title: <i>ASSISTANT SUPERINTENDENT</i>	Title: Contract Specialist CGI
Date: <i>3/26/19</i>	Date: 27 Mar 2019 <span style="float: right;">kb107y</span>

**For AT&T internal use only:** Contract Ordering and Billing Number (CNUM):

WK# - ILEC-Intrastate -TBD Please sign by February 29, 2020.	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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**AT&T Switched Ethernet Service<sup>SM</sup> (with Network On Demand)  
Pricing Schedule Provided Pursuant to Custom Terms (For E-Rate)**

**1. SERVICE, SERVICE PROVIDER(S) and SERVICE PUBLICATION(S)**

**AT&T Switched Ethernet Service<sup>SM</sup>**

Service	Service Publication (incorporated by reference)	Service Publication location
AT&T Switched Ethernet Service <sup>SM</sup>	AT&T Switched Ethernet Service Guide	<a href="http://cpr.att.com/pdf/commonEthServGuide.html">http://cpr.att.com/pdf/commonEthServGuide.html</a>

Service Providers			
AT&T Alabama	AT&T Indiana	AT&T Missouri	AT&T Tennessee
AT&T Arkansas	AT&T Kansas	AT&T Nevada	AT&T Texas
AT&T California	AT&T Kentucky	AT&T North Carolina	AT&T Wisconsin
AT&T Florida	AT&T Louisiana	AT&T Ohio	
AT&T Georgia	AT&T Michigan	AT&T Oklahoma	
AT&T Illinois	AT&T Mississippi	AT&T South Carolina	

**2. PRICING SCHEDULE TERM, EFFECTIVE DATES**

<b>Pricing Schedule Term</b>	36 months
<b>Start Date of Minimum Payment Period, per Service Component</b>	later of the Effective Date or installation of the Service Component
<b>Rate Stabilization per Service Component</b>	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of its Minimum Payment Period.
<b>Pricing following the end of Minimum Payment Period</b>	non-stabilized prices as modified from time to time in applicable Service Publication or, if there is no such pricing, the pricing in this Pricing Schedule
<b>Pricing Schedule Term Extension Option</b>	Customer may extend the Pricing Schedule Term for one or two 12 month periods (each, an "Extension Period") upon written notice to AT&T at least forty-five (45) days prior to the expiration of the original Pricing Schedule Term (or of the first Extension Period, or of the second Extension Period if applicable). In such a case, the Minimum Payment Period for each Service Component shall expire at the later of the end of the applicable Extension Period or the expiration of its original Minimum Payment Period.

**3. MINIMUM PAYMENT PERIOD**

Service Components	Percentage of Monthly Recurring Charge Applied for Calculation of Early Termination Charges*	Minimum Payment Period per Service Component
All Service Components	50% plus any waived non-recurring charges and, if AT&T installs Customer Premises Support Structure facilities for AT&T Switched Ethernet Service at any site, an additional \$9,200 for such site to recover facility costs	36 months
* Early termination charges shall not exceed the total amount of monthly recurring charges for the remainder of the Minimum Payment Period; refer to Network on Demand Guide for details.		

WK# - ILEC-Intrastate –TBD Please sign by February 29, 2020.	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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**AT&T Switched Ethernet Service<sup>SM</sup> (with Network On Demand)  
Pricing Schedule Provided Pursuant to Custom Terms (For E-Rate)**

**4. ADDS; MOVES**

**4.1 Adds**

Orders for Service Components (other than CIR/CoS) in excess of quantities listed in Section A-1 of Attachment A ("Adds") are not permitted.

**4.2 Moves**

Per applicable Service Publication

**5. RATES and CHARGES**

**5.1 AT&T SWITCHED ETHERNET SERVICE**

**5.1.1 Initial Site And Service Configuration**

The initial sites and configuration of Services covered under this Pricing Schedule are identified on Attachment A. This Pricing Schedule is Customer's order for any new Services shown on Attachment A.

**5.1.2 Monthly Recurring Charges (MRC)**

All Monthly Recurring Charge (MRC) rates are per port. The total MRC for a port is the sum of the Port Connection MRC, the Bandwidth MRC, and any associated Feature MRC(s).

**Port Connection MRC**

Port Connection Type/Speed	MRC
Basic 100 Mbps	\$167.00
Basic 1 Gbps	\$167.00
Basic 10 Gbps	\$412.25

**Bandwidth MRC**

If Customer changes the CIR and/or CoS configuration during the billing cycle, the Bandwidth MRC will be prorated based on the time interval for each configuration. Bandwidth may be adjusted using the Network on Demand process within the available network capacity, which may vary from time to time. All speeds may not be available at all times or at all locations. Network augmentation via traditional processes may be required before certain speeds will be available on demand. Contact your AT&T sales representative to discuss ways to increase available capacity.

WK# - ILEC-Intrastate -TBD

Please sign by February 29, 2020.

For AT&T Administrative Use Only

Pricing Schedule No. \_\_\_\_\_

Original Effective Date: \_\_\_\_\_

**AT&T Switched Ethernet Service<sup>SM</sup> (with Network On Demand)  
Pricing Schedule Provided Pursuant to Custom Terms (For E-Rate)**

Bandwidth MRC (for 100 Mbps and 1 Gbps Basic Port Connections)					
Committed Information Rate (CIR)	Class of Service (CoS)				
	Non Critical High	Business Critical Medium	Business Critical High	Interactive	Real Time
2 Mbps	\$38.20	\$49.00	\$59.80	\$70.60	\$81.40
4 Mbps	\$46.75	\$58.00	\$69.25	\$80.50	\$91.75
5 Mbps	\$51.02	\$62.50	\$73.97	\$85.45	\$96.92
8 Mbps	\$59.57	\$71.50	\$83.42	\$95.35	\$107.27
10 Mbps	\$69.83	\$82.30	\$94.76	\$107.23	\$119.69
20 Mbps	\$102.32	\$116.50	\$130.67	\$144.85	\$159.02
50 Mbps	\$153.62	\$170.50	\$187.37	\$204.25	\$221.12
100 Mbps	\$226.30	\$247.00	\$267.70	\$288.40	\$309.10
150 Mbps	\$269.05	\$292.00	\$314.95	\$321.77	\$346.21
250 Mbps	\$324.62	\$350.50	\$353.17	\$353.17	\$379.18
400 Mbps	\$367.37	\$384.57	\$384.57	\$384.57	\$412.14
500 Mbps	\$410.12	\$415.96	\$415.96	\$415.96	\$445.11
600 Mbps	\$447.36	\$447.36	\$447.36	\$447.36	\$478.08
1000 Mbps	\$478.75	\$478.75	\$478.75	\$478.75	\$511.04

Bandwidth MRC (for 10 Gbps Basic Port Connections)					
Committed Information Rate (CIR)	Class of Service (CoS)				
	Non Critical High	Business Critical Medium	Business Critical High	Interactive	Real Time
1000 Mbps	Same as 1000 Mbps rates for 100 Mbps and 1 Gbps Basic Port Connections				
2000 Mbps	\$478.75	\$478.75	\$478.75	\$478.75	\$523.30
2500 Mbps	\$513.59	\$513.59	\$513.59	\$513.59	\$559.88
4000 Mbps	\$548.42	\$548.42	\$548.42	\$548.42	\$596.45
5000 Mbps	\$583.25	\$583.25	\$583.25	\$583.25	\$633.03
7500 Mbps	\$618.09	\$618.09	\$618.09	\$618.09	\$669.60
9500 Mbps	\$652.92	\$652.92	\$652.92	\$652.92	\$706.18
10000 Mbps	\$687.75	\$687.75	\$687.75	\$687.75	\$742.75

WK# - ILEC-Intrastate - TBD  Please sign by February 29, 2020.	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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**AT&T Switched Ethernet Service<sup>SM</sup> (with Network On Demand)  
Pricing Schedule Provided Pursuant to Custom Terms (For E-Rate)**

**Feature MRC**

Feature	MRC
Enhanced Multicast	\$70.000

**5.1.3 Non Recurring Charges (NRC)**

Standard Non Recurring Charges for installation of new Customer Port Connections, per the applicable Service Publication, will be waived.

**5.1.4 Additional Charges**

Charges for additional Service options may apply per Service Publication. Charges for special construction, if needed, may also apply.

**6. SPECIAL TERMS, CONDITIONS or OTHER REQUIREMENTS**

**6.1 Special Conditions for 10 Gbps Customer Port Connections**

Basic Ports with transmission speeds of 10 Gbps are available only under certain custom/ICB contracting arrangements and are not fully supported by the Network on Demand process at this time. If Customer has any 10 Gbps Port(s) and wishes to change the CIR of any such Port(s) to values equal to or less than the initially contracted port configuration (Attachment A, Table 2), change the applicable CoS or establish EVCs within permissible parameters, then Customer may use the AT&T Business Center portal to request and schedule such changes. Point-to-point EVCs can be set in 1 Mbps increments from 1 Mbps to 2000 Mbps. Multipoint EVCs can be set in 1 Mbps increments from 1 Mbps to 1000 Mbps. Real Time Class of Service is not available for EVCs exceeding 1000 Mbps. If Customer wishes to increase the CIR above the initially contracted port configuration or make any changes other than as set forth above, Customer must contact AT&T using standard processes to determine whether such changes can be made and whether any modifications to Customer's contract may be required. Requests for EVC CIR above the limits set forth above will be evaluated on an Individual Case Basis, taking into consideration factors such as facility conditions and the impact of the requested configuration on network performance.

WK# - ILEC-Intrastate -TBD

Please sign by February 29, 2020.

For AT&T Administrative Use Only  
 Pricing Schedule No. \_\_\_\_\_  
 Original Effective Date: \_\_\_\_\_

**AT&T Switched Ethernet Service<sup>SM</sup> (with Network On Demand)  
 Pricing Schedule Provided Pursuant to Custom Terms (For E-Rate)**

**ATTACHMENT A  
 RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION  
 Santa Cruz City SD**

**A-1 Rates and Charges; Initial Quantities**

Prices for AT&T Switched Ethernet Service include any required Customer Premises Support Structure.

Service Components	Quantity New	MRC, per Unit
Customer Port Connection - 1 Gig / Basic / EYQFX	4	\$167.00
1000Mb CIR / Interactive - Basic Only / R6EZK	4	\$478.75
Customer Port Connection - 10 Gig / Basic / EYQGX	9	\$412.25
2000Mb CIR / Interactive - Basic Only / R61BX	5	\$478.75
10000Mb CIR / Interactive - Basic Only / R61SX	4	\$687.75

**A-2 Minimum Quantity New Commitment**

Required Installation Date	Monthly Shortfall Charge
Within six (6) months after the Effective Date, excluding AT&T delay	50% of MRC (partial months prorated) for each "Quantity New" Service Component not installed by Required Installation Date until installed or, if not installed, until the end of the Pricing Schedule Term

**A-3. Initial Sites and Service Configuration**

**Jurisdiction:** By selecting "Interstate" Customer certifies that the interstate traffic (including Internet and international traffic) will constitute more than 10% of the total traffic on the Port. By selecting "Intrastate" Customer certifies that the interstate traffic (including Internet and international traffic) will constitute 10% or less of the total traffic on the Port.

**Table 1 - Complete a line for each Customer Port Connection.**

Port ID #	Street Address	City	State	Jurisdiction
1	133 Mission St	Santa Cruz	CA	Intrastate
2	133 Mission St	Santa Cruz	CA	Intrastate
3	401 Old San Jose Rd	Soquel	CA	Intrastate
4	401 Old San Jose Rd	Soquel	CA	Intrastate
5	1231 Bay St	Santa Cruz	CA	Intrastate
6	1145 Morrissey Blvd	Santa Cruz	CA	Intrastate
7	1320 Seabright Ave	Santa Cruz	CA	Intrastate
8	840 N Branciforte Ave	Santa Cruz	CA	Intrastate



WK# - ILEC-Intrastate –TBD Please sign by February 29, 2020.	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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**AT&T Switched Ethernet Service<sup>SM</sup> (with Network On Demand)**  
**Pricing Schedule Provided Pursuant to Custom Terms (For E-Rate)**

Port ID #	Street Address	City	State	Jurisdiction
9	1000 High St	Santa Cruz	CA	Intrastate
10	315 Poplar Ave	Santa Cruz	CA	Intrastate
11	300 La Fonda Av	Santa Cruz	CA	Intrastate
12	425 King St	Santa Cruz	CA	Intrastate
13	415 Walnut Av	Santa Cruz	CA	Intrastate

Table 2 – Service Components and Features associated with Customer Port Connections identified above.

Port ID #	Customer Port Connection Speed	CIR Speed for Ports 1 Gbps & Below	CIR Speed for Ports 10 Gbps & Above	Class of Service	Add'l MAC Addresses	Enhanced Multicast
1	10 Gbps Basic	N/A	10000 Mbps	Interactive	No	No
2	10 Gbps Basic	N/A	10000 Mbps	Interactive	No	No
3	10 Gbps Basic	N/A	10000 Mbps	Interactive	No	No
4	10 Gbps Basic	N/A	10000 Mbps	Interactive	No	No
5	1 Gbps Basic	1000 Mbps	N/A	Interactive	No	No
6	1 Gbps Basic	1000 Mbps	N/A	Interactive	No	No
7	1 Gbps Basic	1000 Mbps	N/A	Interactive	No	No
8	1 Gbps Basic	1000 Mbps	N/A	Interactive	No	No
9	10 Gbps Basic	N/A	2000 Mbps	Interactive	No	No
10	10 Gbps Basic	N/A	2000 Mbps	Interactive	No	No
11	10 Gbps Basic	N/A	2000 Mbps	Interactive	No	No
12	10 Gbps Basic	N/A	2000 Mbps	Interactive	No	No
13	10 Gbps Basic	N/A	2000 Mbps	Interactive	No	No

End of Document



## E-Rate Rider

### ATTACHMENT TO AT&T Switched Ethernet Service (with Network On Demand) ("Agreement") FOR AT&T Corp

#### SERVICES AND/OR PRODUCTS SUBJECT TO UNIVERSAL SERVICES ("E-Rate") FUNDING

This Attachment ("Attachment"), entered into by **AT&T Corp.** [Insert name of AT&T affiliate] ("AT&T") and Santa Cruz City School District ("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to the Agreement. This Attachment shall have the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment shall control.

This Attachment provides additional terms and conditions that apply if and when the Customer obtains an end-to-end solution involving the use of terminating equipment ("Equipment"). If called for in the applicable Statement of Work, this Attachment also provides additional terms and conditions for the installation of conduit pathway support structure ("CPSS" or "Facilities") installed by AT&T in order to bring Service to Customer's demarcation point.

#### TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

Customer has represented that it intends to seek funding through the Federal Universal Service Fund program known as "E-Rate" for some or all of the Services or Service Components purchased under the Agreement. E-Rate is administered by the Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC") (sometimes collectively or individually referred to herein as "USAC/SLD"). The Federal Communications Commission ("FCC") has promulgated regulations that govern the participation in the E-Rate program. Both Parties agree to adhere to FCC regulations as well as the rules established by SLD and USAC regarding participation in the E-Rate program. The Parties further agree:

1. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-Rate funding is solely the responsibility of the USAC/SLD and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.
2. Service Substitutions. Customer acknowledges that USAC/SLD funding commitments are based upon the products, services and locations set forth in the Form 471 and that any modification to the products and services and/or the locations at which the products or services are to be installed and/or provided, requires Customer to file a service substitution with USAC/SLD, seeking permission to receive alternative service or receive the service to an alternative location. AT&T will provide Services and Service Components only as approved by the USAC/SLD and may suspend activities pending approval of service substitution requests.
3. Requested Information. If requested, Customer will promptly provide AT&T with final copies of the following E-Rate-related materials (including all attachments) prepared by or for Customer: (i) Form 471 and Bulk Upload template(s); (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and, (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer shall clearly delineate between eligible and non-eligible Services on those orders.
4. Representations, Warranties and Indemnities. Each Party represents and warrants that it has and will comply with all laws and the requirements applicable to the E-Rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each Party agrees to indemnify and hold harmless the other Party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party claims (including FCC or USAC/SLD claims) and related loss, liability, damage and expense (including reasonable attorney's fees) arising out of the indemnifying Party's violation of the E-Rate Requirements or breach of the representations, warranties, and terms contained in this Attachment.
5. Non-Appropriations. By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii)

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## E-Rate Rider

despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith a revised agreement with AT&T to develop revised services and terms to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring, and/or special construction charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

### 6. Customer Must Choose A or B

A.)  [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

**CUSTOMER DIRECTS AT&T TO COMMENCE OR CONTINUE SERVICES EVEN IF FUNDING COMMITMENT DECISION LETTER ("FCDL") HAS NOT BEEN RECEIVED FROM USAC/SLD. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR USAC/SLD COMMITMENT IS NOT RECEIVED.**

(i). Scope: *Customer desires that Services commence on or about July 1 unless a different date is inserted here*. Customer intends to seek funding from the USAC/SLD, but acknowledges that it may not receive an FCDL prior to this date and that it is possible that USAC/SLD may delay, or not approve funding. The Services term begins on the latter of July 1 or installation and delivery of those services, and will continue for the term stated in the Agreement.

(ii). Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

B.)  [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

**SERVICES WILL NOT COMMENCE AND/OR EQUIPMENT WILL NOT SHIP UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES AND/OR EQUIPMENT IS DENIED, AGREEMENT WILL TERMINATE AS TO THOSE SERVICES AND/OR EQUIPMENT UNLESS AND UNTIL A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.**

(i). Scope: Customer agrees to use best efforts to obtain funding from the USAC/SLD. AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections (IC), a verification of Form 486 approval by the USAC/SLD. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation. The Services term begins on installation and delivery of those services, and will continue for the term stated in the Agreement.

(ii). Funding Denial Agreement Termination: if a funding request is denied by the USAC/SLD, the Agreement, with respect to such Service(s) and/or equipment, shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30<sup>th</sup> day following rejection of the final appeal of such denial, and Customer will not incur termination liability. In the event Services and/or equipment are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement.

(iii). IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES AT&T TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM THE USAC/SLD, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE. Upon execution of the Replacement Attachment, the Parties will mutually agree upon a Service Commencement Date.

This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC/SLD after commencement of Service.

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### 7. AT&T Owned Equipment - General Terms and Conditions

To the extent provided in the applicable Statement of Work, Customer desires Services to be rendered to its location(s) by placing Equipment (e.g. routers, switches) on the Customer's premises (the "Premises"). Customer does not wish to provide this Equipment itself, but instead requests the placement of the Equipment as part of the installation associated with the delivery of the underlying Service. The Equipment is owned by AT&T. Ownership of the Equipment will not transfer to the Customer in the future, and neither the Master Agreement nor this Attachment includes an option to purchase the Equipment. The Equipment shall not be used by Customer for any purpose other than receipt of the eligible telecommunications or Internet access service of which it is a part.

A. Accordingly, Customer hereby:

- Grants AT&T a license to install, operate, and maintain such Equipment and such additional, supplemental or replacement equipment as AT&T may from time to time deem necessary or desirable for the provision of services contemplated by the Service Agreement) within the Premises at such locations as mutually agreed by the parties at the time of installation, for so long as AT&T is providing the Services.
- Confirms such license shall include a right of access to, from and within the Premises for purposes of installing, operating, maintaining, repairing and replacing such Equipment. All Equipment brought onto the Premises by AT&T will be deemed the personal property of AT&T (regardless of whether such Equipment is attached or affixed to the Premises) and Customer shall have no right to or interest in such Equipment. Customer has no right to exclusive use of the Equipment, and AT&T may use the Equipment to provide service to another customer.
- Agrees to provide adequate space and electric power for the Equipment and keep the Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents. The Equipment will be provided at the prices set forth in the attached Statement of Work.
- Agrees to notify AT&T of any and all issues arising out of or related to such Equipment, including the need for maintenance or repair, and assumes responsibility for notifying any other contractors or persons with a need to know, of the presence of the equipment and their location.
- Agrees to indemnify and hold AT&T harmless from any and all liability that may arise out of the presence and placement of such equipment, except for AT&T's gross negligence.
- Grants AT&T the right, but not the obligation, to remove all or any part of such equipment from the Premises at any time after the termination of the Service.

Additionally, overall SLD program rules and eligibility requirements apply, and these requirements may change from time to time.

### 8. Terms of Equipment Usage – E-Rate Category 1 Funding

Please note that there are some important Customer obligation areas to facilitate timely Equipment installation and service delivery. Accordingly, Customer agrees to provide the following:

A. **PATH** - The Customer is responsible for providing or causing the property owner to provide a path from the property line into the building. A clear underground or aerial path is required from the property line where AT&T ILEC facilities exist, to the equipment room designated to support the entrance fiber.

B. **SPACE** – Customer is responsible for providing appropriate floor space and a properly installed equipment rack of suitable strength and quality to properly support the intended Equipment and the location of the Minimum Point of Entry (MPOE)/ Demarcation Point in compliance with FCC and AT&T service requirements.

The appropriate space and location will be mutually agreed following an AT&T site visit by an authorized AT&T Engineer. Any Demarcation Point location which is further than the closest practicable point to the MPOE in the building will require custom work which may not be eligible for E-Rate Category 1 (C1) funding, and must be paid for by the Customer.

C. **ENVIRONMENTAL** – Operating environment should be between +40° F and 100° F at 0% to 85% relative humidity (RH-Non-Condensing).

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## E-Rate Rider

D. **POWER - GROUND** - Customer will need to provide permanent, dedicated, 3-prong grounded power for the Equipment being installed. Power requirements can consist of nominal -48VDC, +24/-24 VDC, 110V, 125V, 220V, etc. located within 3 feet of the AT&T Equipment. AT&T may require more than one power outlet for some Equipment types, and there are specific amperage requirements for different Equipment types.

Relay racks/cabinets must be properly grounded by placing an exposed #6 or larger grounding wire to the building's ground source. This ground wire will be attached to the closest ground rod (earth ground) or building bus bar available and run to the Network Terminating Equipment location in the room.

Site specific customer obligations will also be provided by AT&T personnel via e-mail upon finalization of this Attachment.

### 9. **Customer Premise Support Structure ("CPSS") - General Terms and Conditions**

To the extent provided in the applicable Statement of Work, Customer desires Services to be rendered to its location(s) by placing conduit and/or other conduit pathway support structures ("CPSS" or "Facilities") on the Customer's premises (the "Premises"). Customer does not wish to provide these Facilities itself, but instead requests the placement of the Facilities as part of the construction and installation work associated with the delivery of the underlying Service.

Accordingly, Customer hereby:

- Grants AT&T a license to install and operate -- in accordance with the designs agreed to within the Statement of Work, Scope of Work, or other documents, approved by the parties in connection with this project -- such Facilities and such additional or replacement Facilities as AT&T may from time to time deem necessary or desirable for the provision of the Services contemplated by the Service Agreement.
- Confirms such license shall include a right of access to, from and within the Premises for purposes of installing, repairing and replacing such Facilities. All Facilities brought onto the Premises by AT&T, once installed and functional, will be deemed the property of Customer.
- Confirms that once the Facilities are installed, the Customer shall be responsible for the cost of any installation, maintenance, repair or replacement of the Facilities.
- Assumes responsibility for notifying any other contractors or persons with a need to know, of the presence of the Facilities and the location of such Facilities.
- In addition to any early termination charges identified in the Agreement or Pricing Schedule, Customer is also liable for 100% of the cost of \$9200 for each site at which AT&T installs Customer Premise Support Structure facilities (CPSS). All early termination charges, plus recovery of entrance facility costs, shall not exceed the total amount Customer would have been required to pay for the Service if it had not terminated early.

### **Terms Applicable to CALNET customers with the following services:**

If purchasing this Service under a Calnet contract, the following terms shall apply:

- **Metropolitan Area Network (MAN) Ethernet (3.0):** In the event of termination of service within 24 months from the Cutover Date of Service, Customer is liable for 100% of the cost of \$9200 for each site at which AT&T installs Customer Premise Support Structure facilities (CPSS).
- **Managed Internet Services (5.0):** If Customer cancels Service at an eligible Customer Site prior to the service activation date, AT&T is not obligated to complete work on Entrance Facility Construction (EFC), and Customer agrees to compensate AT&T for all of AT&T's costs incurred, up through the date of cancellation associated with providing EFC, regardless of whether the construction thereof has been completed.

### 10. **USAC Invoicing Method**

AT&T will follow Service Provider invoicing requirements for the E-Rate Program, and will accommodate either the Service Provider Invoice Form ("SPI") - Form 474 - or Billed Entity Application Reimbursement ("BEAR") - Form 472 invoice method. Customer agrees to promptly submit any AT&T or USAC/SLD Forms needed to support requests for payment of Services rendered.

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- a. SPI – Customer must first receive an approved Funding Commitment Decision Letter and Form 486 Notification Letter. In addition, the Customer shall NO LATER THAN 120 days prior to their Last Date to Invoice notify AT&T of its SPI election, provide and certify to AT&T an accurate list of the applicable Billing Accounts Numbers for services per their Form 471 funding application for each Funding Request Number for which the SPI method is sought. Customer understands and agrees that invoices are due and payable in full by their stated due date unless and until these requirements have been met and SPI discounts commence. Where these requirements are not met, Customer agrees to utilize the BEAR disbursement method to request their E-rate funding. See: <http://usac.org/sl/applicants/step06/default.aspx>.
- b. BEAR - Under current rules, Service Providers have no involvement in the BEAR invoice process.

## 11. Reimbursement of USAC/SLD

Customer agrees to promptly submit any AT&T or USAC/SLD Forms needed to support Form 474 SPI requests for payment of discounted Services. If USAC/SLD (i) seeks recovery from AT&T for disbursed E-Rate funds as a result of Customer's failure to comply with the E-Rate rules or regulations, including Customer delays in submitting required forms or contracts; or (ii) determines that Services which it had previously been approved for discounts are not eligible resulting in a "Notice of Improperly Disbursed Funds" or other request for recovery of funds requests (other than as the result of AT&T's failure to comply with the E-Rate requirements), then AT&T shall reverse any E-rate SPI discounts provided which were denied, any reimbursements demanded, and any funds returned, and Customer shall (a) pay all unfunded, reimbursed, or returned amounts and (b) reimburse AT&T for any funds AT&T must return to USAC/SLD, each within ninety (90) days of notice from USAC/SLD. In addition, Customer agrees and acknowledges that a determination of ineligibility, reduction, or other non-funding by USAC/SLD does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees. This provision shall supersede any other provision with respect to limits on the time period in which charges may be invoiced.

**FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.**

IF THIS BOX IS CHECKED, THIS ATTACHMENT REPLACES THE ATTACHMENT BETWEEN THE PARTIES DATED <Date of Original Attachment>.

SO AGREED by the Parties' respective authorized signatories:

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name: PATRICK K GAFFNEY	Name: Veronica Danao
Title: ASSISTANT SUPERINTENDENT	Title: Contract Specialist CGI
Date: 3/26/19	Date: 27 Mar 2019
	kb107y

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# Main Proposal

AT&T is proposing Switched Ethernet on Demand, which allows the customer to adjust the bandwidth in near real time.

## Description

The pricing below is for 1G ports at Elementary Locations, and 10G ports at all other locations

Site Name	Service	Speed	Monthly Recurring Cost (MRC)	Contract Term (Months)	Recurring Cost Total	Non-Recurring Cost
District Office Collector/Aggregator CKT 1)	133 Mission St, Santa Cruz - AT&T Switched Ethernet Network on Demand	10GB Basic Port / 10G CIR Interactive	\$ 1,100.00	36 =	\$ 39,600.00	\$ -
District Office Collector/Aggregator CKT 1)	133 Mission St, Santa Cruz - AT&T Switched Ethernet Network on Demand	10GB Basic Port / 10G CIR Interactive	\$ 1,100.00	36 =	\$ 39,600.00	\$ -
District Office Collector/Aggregator CKT 2)	401 Old San Jose Rd, Soquel - AT&T Switched Ethernet Network on Demand	10GB Basic Port / 10G CIR Interactive	\$ 1,100.00	36 =	\$ 39,600.00	\$ -
District Office Collector/Aggregator CKT 2)	401 Old San Jose Rd, Soquel - AT&T Switched Ethernet Network on Demand	10GB Basic Port / 10G CIR Interactive	\$ 1,100.00	36 =	\$ 39,600.00	\$ -
Soquel High	401 Old San Jose Rd, Soquel - AT&T Switched Ethernet Network on Demand					
Bay View Elementary	1231 Bay St., Santa Cruz - AT&T Switched Ethernet Network on Demand	1GB Basic Port / 1GB CIR Interactive	\$ 645.75	36 =	\$ 23,247.00	\$ -
De Laveaga Elementary	1145 Morrissey Blvd., Santa Cruz - AT&T Switched Ethernet Network on Demand	1GB Basic Port / 1GB CIR Interactive	\$ 645.75	36 =	\$ 23,247.00	\$ -
Gault Elementary	1320 Seabright Ave., Santa Cruz - AT&T Switched Ethernet Network on Demand	1GB Basic Port / 1GB CIR Interactive	\$ 645.75	36 =	\$ 23,247.00	\$ -
Santa Cruz City Elementary Alternative Education-Monarch	840 North Branciforte Ave., Santa Cruz - AT&T Switched Ethernet Network on Demand	10GB Basic Port / 2GB CIR Interactive	\$ 891.00	36 =	\$ 32,076.00	\$ -
Alternative Family Education	840 North Branciforte Ave., Santa Cruz - AT&T Switched Ethernet Network on Demand					
Ark Independent Studies	840 North Branciforte Ave., Santa Cruz - AT&T Switched Ethernet Network on Demand					
Costanoa Continuation High	840 North Branciforte Ave., Santa Cruz - AT&T Switched Ethernet Network on Demand					
Westlake Elementary	1000 High St., Santa Cruz - AT&T Switched Ethernet Network on Demand	1GB Basic Port / 1GB CIR Interactive	\$ 645.75	36 =	\$ 23,247.00	\$ -
Branciforte Middle	315 Poplar St., Santa Cruz - AT&T Switched Ethernet Network on Demand	10GB Basic Port / 2GB CIR Interactive	\$ 891.00	36 =	\$ 32,076.00	\$ -
Harbor High	300 La Fonda Ave., Santa Cruz - AT&T Switched Ethernet Network on Demand	10GB Basic Port / 2GB CIR Interactive	\$ 891.00	36 =	\$ 32,076.00	\$ -
Mission Hill Middle	425 King St., Santa Cruz - AT&T Switched Ethernet Network on Demand	10GB Basic Port / 2GB CIR Interactive	\$ 891.00	36 =	\$ 32,076.00	\$ -
Soquel High	415 Walnut Ave., Santa Cruz - AT&T Switched Ethernet Network on Demand	10GB Basic Port / 2GB CIR Interactive	\$ 891.00	36 =	\$ 32,076.00	\$ -

\* MMF Handoff

\* Due to requirements listed in the RFP 2.0 Scope of work, section 2.1, b.

"..Shared/Metro-Ethernet services MUST NOT be oversubscribed.." (2) 10G Circuits are proposed at the Collector sites to avoid oversubscription based on the speeds requested for the remote sites.

MRC Total	\$ 11,438.00
Estimated Taxes/surcharges	\$ 2,287.60
<b>Total Contract</b>	<b>\$ 411,768.00</b>

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Information Technology District Chromebook Refresh Purchase

**MEETING DATE:** June 14, 2023

**FROM:** Jim Monreal, Assistant Superintendent of Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMENDATION:**

Approve the purchase to refresh the District's Chromebook inventory, replacing damaged and obsolete devices.

**BACKGROUND:**

Information Technology has created a Chromebook refresh strategy to guide the District over the next five years. Incorporating classroom and site needs as well as feedback from technology coaches, IT balances anticipated needs with current inventory and Chromebook End-of-Life projections.

**FISCAL IMPACT:**

\$98,485.56 - ESSER II (Restricted)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

**AGENDA ITEM: 9.4.2.10**





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# Review and Complete Purchase

**JON MORGAN,**

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

**Convert Quote to Order**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NKKB639	5/30/2023	NKKB639	1165316	<b>\$98,485.56</b>

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Acer Chromebook 712 C871T - 12" - Celeron 5205U - 8 GB RAM - 64 GB eMMC - U</a> Mfg. Part#: NX.HQFAA.003 Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)	325	6762545	\$249.00	\$80,925.00
<a href="#">Google Chrome Education Upgrade</a> Mfg. Part#: CROS-SW-DIS-EDU-NEW Electronic distribution - NO MEDIA Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)	325	5988499	\$31.00	\$10,075.00

<b>SUBTOTAL</b>	\$91,000.00
<b>SHIPPING</b>	\$0.00
<b>SALES TAX</b>	\$7,485.56
<b>GRAND TOTAL</b>	<b>\$98,485.56</b>

PURCHASER BILLING INFO	DELIVER TO
<b>Billing Address:</b> SANTA CRUZ CITY SCHOOLS ACCOUNTS PAYABLE 133 MISSION ST STE 100 SANTA CRUZ, CA 95060-3747 <b>Phone:</b> (831) 429-3410 <b>Payment Terms:</b> NET 30 Days-Govt/Ed	<b>Shipping Address:</b> SANTA CRUZ CITY SCHOOLS WAREHOUSE JON MORGAN 536 PALM ST SANTA CRUZ, CA 95060-4758 <b>Shipping Method:</b> UPS Freight LTL, Special Services
	<b>Please remit payments to:</b>  CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



### Sales Contact Info

**Chris Atraje** | (877) 325-2820 | [chriatr@cdwg.com](mailto:chriatr@cdwg.com)

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$91,000.00	\$2,439.71/Month	\$91,000.00	\$2,818.27/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

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- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
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## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** EdFiles Annual Renewal

**MEETING DATE:** June 14, 2023

**FROM:** Jim Monreal, Assistant Superintendent, Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the annual contract renewal with Ed Files for the digitization of Special Education files.

**BACKGROUND:**

In 2018, the District entered into contract with ED Files to digitize Special Education files. The Special Education Department currently has inactive and active Special Education records that are housed in the District office. The District recommends renewing the contract with ED Files to continue to digitalize Special Education records for a total project cost of \$4,073.

**FISCAL IMPACT:**

\$4,073 LCFF Base (Unrestricted)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Contract EverDriven

**MEETING DATE:** June 14, 2023

**FROM:** Jim Monreal, Assistant Superintendent of Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the attached contract with EverDriven Technologies, LLC. for student transportation through the 2023-24 regular school year. *Due to the confidentiality regulations that protect the identity of disabled pupils, the students names have been omitted.*

**BACKGROUND:**

Transportation services are needed to ensure special needs students attend their I.E.P (Individual Education Plan) programs. EverDriven shall provide third party transportation for students attending programs that cannot be served by the SCCS Transportation Department.

**FISCAL IMPACT:**

Not to exceed \$70,000.00 LCFF (Unrestricted)

This work is in direct support of the following District goals and their corresponding metrics.

Goal #5: Santa Cruz City Schools will maintain a balanced budget and efficient and effective management.

## **AGREEMENT FOR THE PROVISION OF ALTERNATIVE TRANSPORTATION SOLUTIONS**

THIS AGREEMENT (“Agreement”) is entered into as of May 25, 2023 between EverDriven Technologies, LLC. (“Contractor”) and Santa Cruz City Schools (the “District”), with the following facts:

- A. Certain student(s) of the District require transportation to and from school and/or other transportation services as requested by the District.
- B. Contractor will coordinate such transportation services. The District will reimburse Contractor for the provision of these services in accordance with the terms and provisions of this Agreement.

NOW THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **1. Contractor Services**

District may request, from time to time, that Contractor coordinate transportation services, which Contractor may agree to coordinate. To the extent accepted by Contractor, Contractor agrees to coordinate such transportation services and District agrees to pay Contractor in accordance with the provisions of this Agreement. Contractor’s coordination of such transportation services pursuant to this Agreement are sometimes referred to herein as the “Services.”

In operating under this Agreement, the District will purchase services from the Contractor through the Contractor’s agreement with **OMNIA Partners (formerly National IPA), Contract No. R190401**, the provisions of which, while not attached hereto, are nonetheless incorporated herein by this reference, and in accordance with the pricing set forth in Attachment 1 of this Agreement, which is attached hereto and incorporated herein by this reference.

For as long as this agreement is in effect, Contractor shall have right of first refusal for all alternative transportation routes assigned by District.

### **2. Term**

The initial term of this Agreement shall commence on May 25, 2023 and end on May 24, 2024. Either party can terminate with or without cause at any time with thirty (30) days prior written notice. At the end of the initial term, this Agreement may be renewed upon mutual agreement by both parties.

### **3. Fees for Service**

Contractor shall be paid the agreed sum based on fees outlined on Attachment 1, which is attached hereto and incorporated herein by this reference. Contractor shall invoice the District for the provision of the Services on a weekly basis and shall be paid within thirty (30) days after

Contractor submits invoice to the District for the provision of the Services for the relevant week. Any payment not received by Contractor within sixty (60) days of Contractor submitting invoice to District shall accrue interest at the lesser of (a) the rate of one and one-half percent per month or (b) the maximum rate allowed by law, commencing with the date of the invoice until payment is actually received by Contractor.

**4. Adjustment of Rates**

The rates established in this Agreement shall be subject to a three (3) percent increase once each year.

**5. Trigger to Renegotiate**

In the event of forces outside the control of Contractor, this Agreement may be renegotiated. Such events include, but are not limited to, new local, state and/or federal mandates (e.g., vaccination mandates), increase in a cost of doing business, new vehicle equipment requirements, wages, labor shortage, inflation/economic recession (CPI).

**6. Force Majeure**

In the event of circumstances beyond the control of Contractor or the District including acts of God, natural disaster, epidemic, pandemic, government shutdown, and the like, that reduce or eliminate the need for Contractor's Services, in order to maintain adequate readiness to serve the District, Contractor shall be excused from servicing District.

Contractor will submit for payment an invoice for each month in which regular transportation services would have taken place had the Force Majeure event not occurred. District will only be obligated to make such payment to Contractor if local, state and/or federal funds are provided to the District to mitigate financial losses to it and its contractors. The invoice will be calculated by the cost of the District's final day of regular transportation service before such event occurred multiplied by the number of school days in that particular month and subtracting 15%. If District elects not to agree to these terms, Contractor cannot assure resources will be available to the District when Force Majeure event ends.

**7. Vehicles**

As part of its Services and for the compensation set forth in this Agreement, Contractor agrees to coordinate the supply of such vehicles (the "Vehicles") as may be necessary to lawfully address the transportation requirements of the District. The District requires that all such Vehicles shall fully comply with all applicable laws and regulations. Contractor shall be solely responsible for the management and logistical support necessary to coordinate all Vehicles used in transporting students.

**8. Student Damage to Vehicles**

District shall be responsible for any damage to vehicle(s) caused by District student not to exceed Seven Hundred Fifty Dollars (\$750) per incident. For any amounts above \$750, District shall assist Contractor in seeking restitution from student's guardian(s). Contractor shall be

required to furnish to the District documentation of the event (i.e. incident report, police report, etc.) within seventy-two (72) business hours of the incident.

**9. Contractor Personnel and Subcontracted Service Providers**

As part of its Services and for the compensation set forth in this Agreement, Contractor shall provide qualified and properly licensed personnel as required by laws and regulations and as deemed appropriate by Contractor to coordinate the Services. While Contractor may subcontract with service providers who will supply drivers (“subcontracted drivers”) to provide student transportation services for the District, Contractor shall at all times remain responsible for the coordination of the Services under this Agreement. Contractor expressly represents and warrants to the District that it will only utilize subcontracted drivers that have obtained the necessary training and are properly licensed to perform the Services.

**10. Contractor Insurance**

Contractor shall obtain and maintain in full force and effect during the term of this Agreement, and at no cost to District, general liability and automobile (common carrier) insurance issued by insurance companies authorized to do business in the state with minimum limits of One Million Dollars (\$1,000,000), Combined Single Limit. The District shall be named as an additional insured of the policy or policies and shall be furnished with a certificate of insurance (COI). The District shall be notified at least thirty (30) days prior to cancellation of any such policy or policies (except 10 days for non-payment of premium).

**11. Background Checks**

Because Contractor will be providing transportation services for school children, it is a requirement of Contractor’s insurance that Contractor require and Contractor shall require each Contractor personnel or subcontracted driver in a position requiring contact with students to undergo a background check verifying no prior convictions for or pleas of nolo contendere to a felony or misdemeanor offense involving moral turpitude, including any sexual offense involving a child.

**12. Drug and Alcohol Testing**

Contractor only contracts with transportation service providers who enroll their drivers in a drug and alcohol testing consortium that provide for pre-employment testing, as well as random, reasonable suspicion and post-accident drug and alcohol testing. Each consortium reports to Contractor when a driver tests positive for a prohibited substance as well as when a driver is enrolled and removed from the consortium pool.

**13. Marketing**

Subject to applicable laws regarding privacy of student information, District grants Contractor the right to publish true and verifiable results of the Services for purposes of marketing material, case studies, responses to requests for proposals, or other promotional and informational material developed by Contractor. “True and verifiable results” include but are not limited to cost savings realized by District, the number of students transported, and the number of trips conducted. True and verifiable results do not include personal information

about students or families. District consents to Contractor's use of District's name, logo and/or trademark for any marketing materials that Contractor may disseminate to the public in promotion of Contractor's Services, provided that such use of the District's name, logo and/or trademark is solely for purposes of identifying District as a user of Contractor's Services.

**14. Assignment of Contractor's Rights**

Except as it relates to the entering into subcontracts as referred to in this Agreement, Contractor shall have no right to assign its rights or obligations under this Agreement; provided, however, Contractor shall have the right to assign this Agreement either to an affiliate of Contractor or as part of a transaction wherein it transfers substantially all of its assets.

**15. Indemnification**

Contractor hereby agrees to indemnify and hold the District, its Board Members, employees, agents, officers and assigns, free and harmless from and against all claims, causes of action, liabilities, damages, expenses and costs (including, but not limited to, attorney fees and court costs) arising out of any injury to any person or property sustained by the District and/or Contractor and/or any student(s), in connection with the gross negligence of Contractor or its subcontracted service provider or the subcontracted drivers pursuant to this Agreement.

District hereby agrees to indemnify and hold the Contractor, its directors, employees, agents, officers and assigns, free and harmless from and against all claims, causes of action, liabilities, damages, expenses and costs (including, but not limited to, attorney fees and court costs) arising out of any injury to any person or property sustained by the Contractor and/or District and/or any student(s), in connection with the gross negligence of the District pursuant to this Agreement.

**16. Independent Contractor**

In providing the management and logistical support necessary to coordinate the Services, Contractor shall be and act as an independent contractor in all respects and shall not, for any purpose hereunder, be or act as an employee or agent of the District. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between either of the parties to this Agreement with each other. Contractor understands and agrees that as an independent contractor, it will not be eligible to participate in any benefits or privileges given or extended by the District to its employees. Contractor shall be solely responsible for the payment when due to appropriate taxing authorities of all federal and state income taxes and related obligations of any nature whatsoever on any consideration paid pursuant to this Agreement, as well as any interest, penalties or other sums due thereon and shall indemnify, and hold the District, its Board Members, Officers, employees and agents free and harmless therefrom.

**17. Non-Solicitation**

District agrees during the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement, District will not, directly or indirectly, or by acting in concert with others, employ, attempt to employ, or solicit for employment, any employee, subcontracted service provider, subcontracted drivers or other person who has performed



services or commenced actions to become a provider of services for Contractor or any subcontractor at any time during the term of this Agreement.

**18. Notices**

All notices or other communication required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by registered or certified mail, postage prepaid, return receipt requested, or by facsimile or email transmission followed by delivery of a “hard” copy, and shall be deemed received upon the date of receipt thereof.

To District: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

To Contractor: Megan Carey, Chief Development Officer  
EverDriven Technologies, LLC.  
5680 Greenwood Plaza Blvd., Suite 550S  
Greenwood Village, CO 80111  
Phone: 877-225-7750; Fax: 888-252-4342  
Email: everdriven@everdriven.com

Notice of change of address shall be given by written notice in the manner detailed in this paragraph.

**19. Entire Agreement**

This Agreement, and its Attachments which are incorporated herein by this reference, and if applicable the attached proposal, constitutes the entire Agreement between the parties with respect to the provision of the Service and may not be amended except by a writing signed by each of the parties.

**20. Waivers**

The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of this Agreement.

**21. Attorney Fees**

In the event that either party brings an action against the other to enforce any condition or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorney fees in the judgment rendered in such action.

**22. Severability**

In the event any of the provisions, or portions, or portions thereof, of this Agreement is held to be unenforceable or invalid, by any court of competent jurisdiction, the validity and enforceability of the remaining provision or portion of it shall not be affected.

**23. Further Acts**

Each party shall perform any further acts and sign and deliver any further documents that are reasonably necessary to carry out the provisions of this Agreement.

**24. Counterparts**

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail, in either case with delivery confirmed. On such confirmed delivery, facsimile or PDF signatures shall be deemed to have the same force and effect as if the manually signed counterpart had been delivered to the other party in person.

**DISTRICT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR**

By: Megan Carey

Title: Chief Development Officer

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT 1 - Fees for Service

The Contractor will charge the District a **\$80 per trip fee**, which includes the first twelve (12) miles and up to five (5) students. Vehicle capacity is determined by student requirements and vehicle availability. An additional **\$2.50 per mile** will be charged for any trip longer than 12 miles.

The pricing matrix below outlines all associated fees:

Trip Items	Fees
Trip Fee (includes first 12 miles)	\$80.00
Per Mile Fee (after the first 12 miles)	\$2.50
<b>Additional Fees (as needed/requested):</b>	
Wheelchair Fee (per student)	\$45.00
Car Seat/Safety Vest Fee (per student)	\$5.00
Wait Time Fee (per hour, billed in 15 min. increments)	\$60.00
Monitor Fee (per hour, 2-hour minimum)	\$30.00
Ferry/Toll Fee	Market Fare
No Show or Late Cancel	Full Price of Trip

Definitions:

**Trip:** A trip is defined as a one-way transportation event with a student or monitor continually on board.

The total number of trips a District is charged for is arrived at by adding together each one-way trip. The District will only be charged for miles incurred while a student or Monitor is onboard the vehicle. When no student or Monitor is onboard the vehicle, no mileage charges will be incurred.

**Additional Fees:** Additional fees are only incurred per the request of the District to provide additional services. They can include, but are not limited to:

- Wheelchair Fee:** A per student/per trip fee for students requiring a wheelchair vehicle
  
- Car Seat/Safety Vest Fee:** A per student/per trip fee for students requiring a car seat/safety vest
  
- Wait Time Fee:** Only incurred when authorized by the District to wait for a student. Billed on an hourly basis in 15 minute increments.

- Monitor Fee** Only incurred when the District requests that the Contractor provide a student Monitor for the trip. School Districts usually provide the student’s Monitor. When the District provides the Monitor, they are not charged a “Monitor Fee.” The mileage incurred while a Monitor (whether provided by the Contractor or the District) is onboard the vehicle without a student (transporting the Monitor to and from their pick-up location) is considered part of the overall route mileage and will be billed accordingly.
- Ferry/Toll Fee:** Fee only incurred when the District requests that the Contractor provide a trip that would require the driver to use a ferry or toll. Fares will be calculated per one-way trip. Fares that are incurred will be considered part of the overall route mileage and will be billed accordingly.

**1. Mileage Charges**

Mileage charges are based on driving distance calculations from a third party provider (e.g. Google, MapQuest, Bing, ESRI). The calculations are based on fastest route, and the total is rounded up to the next whole mile. Contractor shall be responsible for plotting the routes collectively, and individually using Contractor’s proprietary School Dispatch Software.

Under no circumstances will the District be required to pay for mileage to a pick up or destination other than those authorized by the District.

**2. Fuel Surcharges**

When the average gasoline price exceeds \$5.00 per gallon, the mileage rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. Thus, if the price of gasoline, according to the gasoline price index, is \$5.20, the increase would be 30% of 20 cents, or 6 cents. The gasoline price index to be used shall be found under the category of "California U.S. Regular Gasoline Prices\* (dollars per gallon)" on the following website:

[https://www.eia.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_nus\\_w.htm](https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_nus_w.htm)

**3. Invoicing**

The invoice shall contain this level of detail and additionally will separate the charges by route showing number of days and total cost. A No Show Report will also be provided with the invoice showing the students who were not transported each day of the billing period. In the event of a No Show, the trip will be billed at the normal rate. The Contractor requires 24-hour notice to remove a student from the route.

**4. When Routes Change or Students are Added or Removed**

When it becomes necessary to change a route for any reason, including adding or removing students, Contractor shall plot the revised or new route using Contractor’s School Dispatch Software as described above in the most efficient manner based on the information known to Contractor at that time. Routes will be optimized from time to time as deemed necessary by Contractor or requested by the District. Routes will not be optimized more than once in a month. If the District adds a Student to be transported, that Student may be individually transported until routes are optimized.

## **ATTACHMENT 2 – The District agrees that the following policies shall be followed related to Student No-Shows and Late Canceled trips for trips serviced by the Contractor**

### **No-Shows & Late Cancels**

A No-Show occurs when no previous notice is provided to the Contractor by the District/guardian that a student will not be transported and a driver attempts to pick-up a student but the student is not there or is not ready. A Late Cancel occurs when less than 2-hour notice is provided to the Contractor by the District/guardian that a student will not need transportation.

Trips where a No-Show or Late Cancel occurs are billed at full trip charge.

#### **Protocols for No-Shows:**

If the driver attempts to pick-up a student on a scheduled trip in the AM but the student is not there or not ready, then the following scenarios apply:

- a. If an AM rider No-Show occurs, the District will be billed for the AM trip and the afternoon trip will remain scheduled unless the Contractor is notified by the parent or the District to cancel the trip.
- b. The District may set up a protocol to automatically cancel afternoon trips in the event of an AM Rider No-Show.
- c. If the afternoon trip is cancelled within 2 hours of the scheduled pick-up time, the District will not be billed for the afternoon trip.

#### **No-Show Reports**

Each morning an email is sent from the Contractor's School Dispatch team to the District. This email is sent by 11 AM and alerts the District of the following circumstances:

- Which students were no-shows that morning
- How many consecutive days/trips they have been a no-show

The daily No-Show Report provides the District time to inform the Contractor's School Dispatch if one of the students on the No-Show Report is attending school that day and will still need a ride home in the PM.

The District is responsible for alerting the Contractor of any change requests based on the data provided in the No-Show Report, such as removing a student from a route due to multiple no-shows.

#### **Student Removal / Student Cancellation:**

##### **Permanent Removal of Student from Route:**

Permanent removal of a student from a route requires District notification/approval

- The District sends an email stating that a student needs to be removed from a route until further notice.

**Impact:**

Once the student is removed from the route, the student's spot is now gone and may be replaced with a different student, if available, to consolidate routes. If the student was the only one on that route, the route will be removed entirely and the driver then becomes available to service other routes.

**Billing:**

Will only be affected if:

- Trip is above the minimum and there is a reduction in the mileage as a result of removing the student.
- The student was the only one on the route, therefore the route is cancelled.

**Cancellations/Temporary Removal:**

Cancellation of a student from a route requires District notification/approval.

- A student is sick one day or will be going on vacation for a few days.

**Impact:**

Because this is a temporary change, the student is not replaced on the route and their space on the route is reserved for their return.

**Billing:**

If the student is a single rider and the student is cancelled or temporarily removed, no charges will be assessed. When cancelling or temporarily removing the pick-up/drop-off for a student who is part of a multiple rider trip, the District will be charged the normal trip rate.

## **ATTACHMENT 3 – Multi-District Billing: An Explanation**

Should the District choose to share trips with a neighboring school district that is also under contract with EverDriven the shared trip will be prorated and billed according to the following explanation:

### **Proration of Trip Fees – EverDriven’s Three Step Process**

#### **1. Stand Alone District Trips:**

Each districts’ students are routed as stand-alone trips, district specific pricing is applied.

#### **2. Multi-District Trips**

All of the students from the participating districts are combined into the most cost-effective trips, yielding new “Multi-District trips” and subsequent trip costs.

#### **3. Proration of Costs for Multi-District Trips**

The total cost of the multi-district trips is then allocated to each district based upon the percentage of the districts stand-alone trip costs as compared to the multi-district trip costs.

#### **4. No Shows and Cancellations:**

For the purpose of all Multi-District Trips, No Shows and Cancellations are applied to each District invoice as if the student had boarded the vehicle on schedule even if District notifies EverDriven with advanced notice of cancellation.

#### **5. Invoicing**

The invoice shall separate the charges by route showing number of days and total cost. A No Show Report will also be provided with the invoice showing the students who were not transported each day of the billing period. In the event of a No Show, the trip will be billed at the normal rate. 24-hour notice is required to permanently remove a student from a route.

#### **6. When Routes Change or Students are Added or Removed**

When it becomes necessary to change a route for any reason, including adding or removing students, Contractor shall plot the revised or new route using Contractor’s School Dispatch Software as described above in the most efficient manner based on the information known to Contractor at that time.

Routes will be optimized from time to time as deemed necessary by Contractor or requested by the District. Routes will not be optimized more than once in a month. If the District adds a Student to be transported, that Student may be individually transported until routes are optimized.

## **ATTACHMENT 4 – The District requires the following from all Subcontracted Driver(s) working with the Contractor.**

As required by the District, prior to beginning services transporting students for the District, subcontracted drivers shall:

- Pass criminal history record checks, administered by third-party vendor, at both the county and national levels, confirming 7 years of recent history free of convicted felony offenses.
- Pass an official Department of Justice Sexual Offender Registry Check.
- Utilize identification badges during trip service.
- Obtain and maintain appropriate licensure for the state of operation and class of vehicle used for transportation efforts.

Consortium Consent Requirements are as follows:

- Contractor requires each subcontracted driver to enroll in a drug and alcohol consortium prior to servicing trips on behalf of Contractor.
- Contractor requires proof of entry into that consortium, with a consortium consent form, where the consortium and subcontracted driver both agree to provide Contractor with testing results and information for that subcontracted driver prior to servicing trips on behalf of Contractor.
- Contractor requires subcontracted drivers to provide proof of a negative pre-service drug and alcohol screening prior to servicing trips for Contractor, and will request proof of a post-accident/incident/reasonable suspicion drug and alcohol screening. The consortium will provide positive results from a random drug screening for subcontracted drivers, at which point Contractor will remove the subcontracted driver from servicing Contractor trips.



## **ATTACHMENT 5 – The District requires the following DRIVER TRAINING modules for all Subcontracted Driver(s) working with the Contractor.**

As required by the District, prior to beginning services transporting students for the District:

Subcontracted drivers shall complete a CTAA-Certified Passenger Service and Safety (PASS) basic training program or equivalent. Subject areas include:

- Customer Service, Communication, Stress Management, and De-Escalation skills.
- Compliance with the Americans with Disabilities Act (ADA).
- Familiarity with Service Animals.
- Disability Awareness: Assisting the Visually Impaired; Hidden Disabilities; Stroke; Epilepsy and Seizure Disorders.
- Education pertaining to Bloodborne Pathogens (Hepatitis A, B, C; HIV, Dialysis).
- Securing Wheelchairs and acquaintance with common adaptive equipment, if the subcontracted driver services trips for EverDriven in a wheelchair accessible vehicle.
- Emergency and Evacuation Procedures.
- Driver/Passenger Sexual Improprieties.

## **ATTACHMENT 6 – The District requires the following from all Vehicle(s) providing service through the Contractor.**

As required by the District, prior to beginning services transporting students for the District:

- Vehicles operated by subcontracted drivers will be maintained according to manufactured specifications with records, and/or inspection report(s) made available upon request.  
Contractor performs an annual 50+ point inspection of subcontractor vehicles to ensure the vehicle is SafeRide Certified.
- Vehicles operated by subcontracted drivers will be inspected annually by a certified 3<sup>rd</sup> party mechanic.
- Vehicles operated by subcontracted drivers will remain clean at all times during service.
- Vehicles operated by subcontracted drivers shall be marked with an EverDriven Window Decal
- Subcontractor vehicles must be appropriately registered in the state of operation and maintain active Personal Automobile Liability Insurance.

**District Name:** \_\_\_\_\_

**To whom should contract notices be sent?**

Name & Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_

**Who should our accounting personnel contact regarding accounts payable matters?**

Name & Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Who should our dispatchers contact regarding routine transportation matters?**

Name & Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Who should our dispatchers contact regarding emergencies, accidents or student behavior?**

Name & Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Who should our dispatchers contact regarding after-hours emergencies or accidents?**

Name & Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Who should we email the No-Show Report to each morning?**

Name & Title: \_\_\_\_\_

Email: \_\_\_\_\_

**Who should we email with EverDriven Technology Notices/Updates?**

Name & Title: \_\_\_\_\_

Email: \_\_\_\_\_

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Adroit Agreement Renewal

**MEETING DATE:** June 14, 2023

**FROM:** Jim Monreal, Assistant Superintendent of Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the attached contract renewal with ADROIT Advanced Technologies, Inc. for student transportation through the 2023-2024 regular school year.

**BACKGROUND:**

Transportation services are needed to ensure special needs students attend their Individual Education Plan (I.E.P.) programs. Most special needs students can be accommodated through District transportation; however, additional services are needed for individual students' whose transportation needs cannot be met by the District. Third party assistance may be required to transport students, ADROIT's renewal contract is being submitted to meet a portion of this need.

**FISCAL IMPACT:**

\$68,000.00, LCFF Base (Unrestricted)

This work is in direct support of the following District goals and their corresponding metrics.

Goal #5: Santa Cruz City Schools will maintain a balanced budget and efficient and effective management.

# TRANSPORTATION SERVICE AGREEMENT

THIS AGREEMENT ("Agreement"), as set forth herein between (ADROIT Advanced Technologies, Inc.), (from now on referred to as ("ADROIT")), and Santa Cruz City Schools. (from now on, referred to as ("The Client")) represents a mutual understanding and agreement whereby ADROIT will provide to The Client certain services as set forth below.

PURPOSE The purpose of this Agreement is to manage and coordinate specialized transportation services for The Client's students and passengers.

NOW, THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The initial term of this Agreement shall commence on July 1st, 2023, and end on June 30th, 2024. At the end of the initial term, this Agreement will be renewed automatically to avoid any disruption to the service for successive twelve (12) months periods (each a "Renewal Term") on the same terms and conditions unless either party provides the other with not less than 30 days prior written notice that the agreement should terminate of its then-current term at the end. Should service continue, a 3% price increase or the annual rate of inflation, whichever is greater, will be added to the services and fees in "Attachment Document 1" as an inflation adjustment for the following Renewal Term. In the event of a material breach of this Agreement, either party may terminate this Agreement with thirty (30) day notice to cure the breaching party. If the breach is not cured, this Agreement will terminate immediately following the thirty (30) day notification period.

2. The Client may request, from time to time, that ADROIT coordinate transportation services, which ADROIT may agree to coordinate. To the extent accepted by ADROIT, ADROIT agrees to coordinate such transportation services, and The Client agrees to pay ADROIT in accordance with the provisions of this Agreement. ADROIT's coordination of such transportation services pursuant to this Agreement is sometimes referred to herein as the "Services".

In operating under this Agreement, The Client will purchase services in accordance with the pricing set forth in "Attachment Document 1" of this Agreement, which is attached hereto and incorporated herein by this reference.

3. ADROIT agrees to coordinate the supply of such vehicles (the "Vehicles") as may be necessary to lawfully address the transportation requirements of The Client. The Client requires

that all such Vehicles shall fully comply with all applicable laws and regulations. ADROIT shall be solely responsible for the management and logistical support necessary to coordinate all Vehicles used in transporting students.

4. ADROIT shall provide qualified and properly licensed personnel as required by laws and regulations and as deemed appropriate by ADROIT terms of services stated in this agreement. While ADROIT may contract with independent contractor drivers who will provide actual transportation services for The Client, ADROIT shall remain responsible for the coordination of the Services under this Agreement. ADROIT expressly represents and warrants to The Client that it will contract with independent contractor drivers who are properly licensed to perform the agreed-upon Services.

5. ADROIT shall submit to The Client, on or before the fifteenth 15<sup>th</sup> day of each month, a statement based on the rates set forth hereinafter as the rates at which The Client must reimburse ADROIT for the costs of transportation services rendered to The Client during the previous month. Within the said monthly statement, ADROIT will provide a summary report of the total number of rides provided by ADROIT and the type of services rendered.

6. ADROIT shall be paid the agreed sum based on fees outlined in "Attachment Document 1", which is attached hereto and incorporated herein by this reference. ADROIT shall invoice The Client for the provision of the Services on a monthly basis and shall be paid therefore within thirty (30) days after The Client's receipt of ADROIT's invoice for the provision of the Services for the relevant month. If payment is late, for any reason, a late payment fee equal to three percent (3%) of such past due sum will be assessed for each month late, and that late payment fee is to be added on one of the following invoices in ADROIT's favor.

7. ADROIT shall obtain and maintain insurance in full force and effect during the term of this Agreement and at no cost to the Client. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount(s) specified below:

- General Liability \$2,000,000 general aggregate ((applies to all agreements)
- Motor Vehicle Liability Insurance \$1,000,000 (to be checked if motor vehicle used in performing services)
- Sexual Abuse/Molestation \$1,000,000 (to be checked if motor vehicle used in performing services)
- Worker' s Compensation coverage limits in the statutory amount as

required in the State of California and Employer's Liability coverage limits

in the amount of \$1,000,000.00

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. An umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of The Client before The Client's own insurance or self-insurance shall be called upon to protect it as a certificate holder.

8. ADROIT shall require each Contractor personnel or independent Contractor driver in a position requiring contact with students to undergo a background check verifying no prior convictions for or pleas of nolo contendere to a felony or misdemeanor offense involving moral turpitude, including any sexual offense involving a child.

9. Drivers are subject to DMV record screening, as well as the Department of Justice (DOJ) and FBI.

10. ADROIT hereby agrees to indemnify and hold The Client, its Board Members, employees, agents, officers, and assigns free and harmless from and against all claims, causes of action, liabilities, damages, expenses, and costs (including, but not limited to, attorney fees and court costs) arising out of (a) any injury to any person or property sustained by The Client and/or ADROIT and/or any student(s), in connection with the negligent provision of the Services that are to be provided by the independent contractor drivers pursuant to this agreement, and (b) any injury to any person or property sustained by any person or entity which is caused or alleged to be caused by any act, neglect, fault or omission on the part of ADROIT or its agents, affiliates and independent contractors in connection with the provision of the Services, whether or not said injury or damage occurs on or off The Client property.

11. In providing the management and logistical support necessary to coordinate the Services, ADROIT shall be and act as an independent contractor in all respects and shall not, for any purpose hereunder, be or act as an employee or agent of The Client. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between either of the parties to this Agreement with each other. ADROIT understands and agrees that as an independent contractor, it will not be eligible to participate in any benefits or privileges given or extended by The Client to its employees. ADROIT shall be solely responsible for the payment when due to appropriate taxing authorities of all federal and state income taxes and related obligations of any nature whatsoever on any consideration paid pursuant to this Agreement, as well as any interest, penalties, or other sums due thereon and shall indemnify; and hold The Client, its Board Members, Officers, employees and agents free and harmless therefrom.

12. The Client agrees during the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement, The Client will not, directly or indirectly, or by acting in concert with others, employ, attempt to employ, or solicit for employment, any employee, independent contractor or other people who have performed services for ADROIT at any time during the term of this Agreement.

13. The Client will be liable for any damages to vehicles caused by the students for up to \$2000. However, the Client will not be liable for any damages that exceed \$2000 for the restitution of the damaged vehicle providing service to the Client.

14. This agreement stipulates that the Client hereby agrees to the responsibility of the school staff and Guardians for loading, unloading, and securely fastening the students into the vehicles during transportation. ADROIT shall ensure that the students are transported in a safe and secure manner. It is expressly understood that the drivers shall not leave the vehicles to escort students to the school or to their residences upon arrival.

15. This policy outlines the notification requirements and procedures for Guardians utilizing transportation services provided by ADROIT

#### Notification Requirements

Guardians are required to use the ADROIT Guardian app to receive notifications regarding their child's transportation, including pickup and drop-off times, route updates, and other important information.

#### Courtesy Calls

ADROIT will not be making courtesy calls on an ongoing basis to Guardians who are not using the ADROIT Guardian app. Guardians who choose not to use the app will be responsible for regularly checking their child's transportation information on the app or contacting ADROIT directly for updates. ADROIT will not be making courtesy calls on an ongoing basis to Guardians not using the ADROIT Guardian app.

16. This policy outlines the requirements and procedures for initiating new transportation routes with ADROIT.

#### Notice Requirements



Clients must provide a minimum of 72 hours' notice to ADROIT for the initiation of any adjustments to current routes.

#### Accommodation Days

New routes shall be accommodated on Tuesday and Thursday of each week, subject to vehicle availability.

#### ADROIT's Responsibility

ADROIT shall make all reasonable efforts to accommodate the initiation of new routes in a timely and efficient manner, subject to operational constraints and availability.

#### Limitations

ADROIT reserves the right to decline the initiation of new routes if it determines that such routes would impose an undue burden on its operations, including but not limited to, staffing limitations or capacity constraints.

17. All notices or other communication required or permitted hereunder shall be in writing and shall be personally delivered (including by means of professional messenger service) or sent by registered or certified mail, postage prepaid, return receipt requested, or by facsimile or e-mail transmission, and shall be deemed received upon the date of receipt thereof.

### **The Client**

Santa Cruz City Schools  
133 Mission Street Suite 100  
Santa Cruz, CA 95060  
(831) 429-3410

### **ADROIT**

ADROIT Advanced Technologies, Inc.  
10235 W Little York Rd Ste 430  
Houston, TX 77040  
(888) 778-3413

15. This Agreement and Attachment Documents, which are incorporated herein by this reference, and if applicable, the attached proposal constitutes the entire Agreement between the parties with respect to the provision of the Service and may not be amended except by a written document signed by each of the parties.

16. The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of this Agreement.

17. In the event that either party brings an action against the other to enforce any condition or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorney fees in the judgment rendered in such action.

18. In the event any of the provisions or portions thereof of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provision or portion of it shall not be affected.

19. Each party shall perform any further acts and sign and deliver any further documents that are reasonably necessary to carry out the provisions of this Agreement.

This Agreement may be signed in one (1) or more counterparts, each of which shall constitute an original but all of which together shall be one (1) and the same document.

## **The Client**

Name of Representative/Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **Adroit Advanced Technologies, Inc.**

Name of Representative/Title: Emran Saidan, CEO

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Attachment Document 1 Fees Declaration

ADROIT will charge The Client a Base Service Fee per ride, which includes the first (10) miles. The Service type is determined by vehicle capacity, student requirements, and vehicle availability. An additional per-mile fee will be charged for any ride longer than (10) miles.

The pricing table below outlines all associated fees:

Service Type (First 10 miles included)	Fee
<b>Sedan</b>	<b>\$73</b>
<b>Large Vehicle</b>	<b>\$90</b>
<b>Wheelchair Accessible</b>	<b>\$150</b>

Additional Services and Fees (As needed/required)	Fee
<b>Additional Miles</b> (For each mile after the included miles)	<b>\$2.75</b>
<b>Safety Equipment</b> (Per equipment/student/ride)	<b>\$4</b>
<b>Attendant/Monitor</b> (Per hour, 2 hours minimum per ride)	<b>\$40</b>
<b>Wait Time</b> (Per hour, billed in 15 minutes increments)	<b>\$60</b>
<b>No-Show or Late Cancel</b>	<b>Full Price of Ride</b>
<b>Toll</b> (If applicable)	<b>TBD</b>
<b>Hard to Serve</b> (If applicable)	<b>TBD</b>

### Definitions

**Base Service Fee (Ride Fee):** The fee charged for a ride is a one-way transportation event with a student or attendant onboard.

Examples include:

- Residence to School: When a student or a group of students are picked up from a residence(s) and dropped off at school(s).
- School to Residence: When a student or a group of students are picked up from a school(s) and dropped off at their residence(s).

The Client will be charged by adding the total number of rides serviced, no-showed, and late canceled. The Client will only be charged for the miles incurred while a student or attendant is onboard.

**Service Type:** The type of vehicle used to transport a student or a group of students. The Service type is determined by vehicle capacity, student requirements, and vehicle availability.

**Sedan Service:** Our basic service for transporting up to (3) students. All subject to students' needs/requirements and vehicle availability.

**Large Vehicle Service:** Our upgraded service for transporting up to (5) students. All subject to students' needs/requirements and vehicle availability.

**Wheelchair Accessible Service:** Our special service for transporting students requiring a wheelchair vehicle. This is a per student/per ride service. All subject to the students' needs/requirements and vehicle availability.

**Additional Services and Fees:** These services are only incurred per The Client's request to provide such service. They can include but not limited to:

**Additional Miles Fee:** A per-mile fee charged to any ride with mileage longer than the miles included in the Base Service Fee. Refer to the Service Type table.

**Safety Equipment Fee:** A per-student/per-ride fee charged for students requiring safety equipment in compliance with safety standards and regulations such as Buckle Guards, Safety Vests, Car Seats, Booster Seats, and other additional equipment.

**Attendant/Monitor Service:** When The Client requests, ADROIT can provide a ride Attendant for the student for a fee. When The Client provides the Attendant, there will be no "Attendant/Monitor Fee". Nevertheless, whether an Attendant/Monitor provided by ADROIT or The Client, the mileage incurred while an Attendant is onboard the vehicle without a student (transporting the Attendant to and from their pick-up location) is considered part of the overall ride mileage and will be invoiced to The Client accordingly.

**Waiting Time Fee:** A fee charged for waiting for a student for more than 5 minutes when authorized by The Client. The fee is charged on an hourly basis in 15-minute increments rounded up to the next increment. In the case of a student being undeliverable upon drop off at the residence, then the charge is authorized by ADROIT, and The Client will be charged and informed when such takes place.

**Toll Fee:** A toll fee is charged only if a ride incurred a toll while transporting a student(s). This fee is determined by the toll operator.

**Hard to Serve Fee:** A recurring fee charged if the student(s) express extreme behavior or ride conditions are deemed very difficult. This discussed fee would be charged only with The Client's approval. If no agreement could be reached, ADROIT may decline to service that particular ride. e.g., Students with aggressive behavior, who launch bodily fluids, or live in remote area locations or other difficulties.

## **Invoicing**

At the beginning of each month, an invoice showing the number of rides and the total cost will be electronically sent to The Client's concerned administrator for the previous month. A detailed report may be attached to the invoice; however, all previous months' ride activity will be visible in our client dashboard. In the event of a No-Show or Late Cancel, the ride will be invoiced at the full normal rate. ADROIT requires a 24-hour notice to stop or remove a student from a ride; failing to do so will result in a charge for that day only. Reviewing the emailed invoices is the Client's responsibility; any disputed charges must be submitted within 30 days from the invoice date to be considered and looked into. A 3% monthly late fee will be assessed, charged and added to the following invoice if the invoice is not paid within 30 days of the invoice receipt.

## **Mileage Charges**

Mileage charges are based on driving distance calculations from a third-party provider (e.g., Google Maps, MapQuest, Apple Maps). The calculations are based on the fastest route, and the total is rounded up to the next whole mile. ADROIT shall be responsible for plotting the routes collectively and individually using ADROIT's proprietary Routing and Monitoring Software. The Client will be only required to pay for mileage from and to destinations that are already authorized by The Client.

## **When Routes Change or Students are Added, or Removed**

When it becomes necessary to change a route for any reason(s), including adding or removing students, ADROIT shall plot the revised or new route using ADROIT's Routing and Monitoring Software as described above in the most efficient manner based on the information known to ADROIT at that time.

Routes will be optimized from time to time as deemed necessary by ADROIT or requested by The Client. If The Client adds a Student to be transported, that Student may be individually transported until routes are optimized or based on vehicle availability.

## **Fuel Surcharges**

When the average fuel price exceeds \$5.00 per gallon, the mileage rate will be increased by calculating 50% of the fuel price that exceeds \$5.00 and adding it to the base mileage rate. Thus, if the price of fuel, according to the average fuel price index, is \$5.60, the increase would be 50% of 60 cents or 30 cents. Such surcharges apply for the miles included in the ride base price. The fuel price index to be used shall be found under the category of "[Your Specific State or Region] U.S. and an Average Fuel Prices (dollars per gallon) to be calculated from the following website: [https://www.eia.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_sca\\_w.htm](https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_sca_w.htm)

The above applies to both Standard Rides and Multi-Client Rides with the exception of how Multi-Client Ride costs are calculated and prorated. See "Attachment Document 3" for details.

## **Attachment Document 2**

### **Definitions**

The Client agrees that the following policies shall be followed related to ADROIT's software usage and students No-Show, Late Canceled rides and reports for the service provided by ADROIT:

#### **Routing and Monitoring Software**

ADROIT uses its own Routing and Monitoring Software and can use any other supporting software deemed necessary to ensure the best quality of service. ADROIT's Routing and Monitoring Software consist of four interconnected components that work together:

- **ADROIT Dashboard:** ADROIT's proprietary technology that allows for routing and live safety monitoring, among many other things to be possible.
- **Client Dashboard:** Enables The Client to enter all students and schools data, monitor all service transactions concerning their account, cancel rides when needed, communicate with ADROIT's administrators, and review reports and invoices and more.
- **ADROIT Guardian:** ADROIT's mobile application that enables students' guardians to monitor their kid's rides, cancel rides when needed, and communicate with ADROIT's Customer Care team. No changes to the service agreed upon with The Client shall happen without The Client's approval first.
- **ADROIT Driver:** ADROIT's mobile application that enables real-time monitoring, communication, and gaining insights into the safety of each and every ride.

More information available in terms of service on our website [www.goadroit.com](http://www.goadroit.com).

#### **No-Show and Late Cancel**

**No-Show:** This is when an attempt to pick-up a student occurs, but the student is not there or is not ready without previous notice by The Client or the student's guardian. The partner (driver) will wait (3) minutes from the scheduled pickup time before a No-Show is determined. It is The Client's responsibility to monitor student attendance and inform ADROIT of any change to a students' transportation such as removing a student from a route due to multiple No-Shows. ADROIT provides The Client with a comprehensive no-show report through the Client Portal which is available at all times.



**Late Cancel:** This is when a notice of ride cancelation from The Client or the student's guardian occurs less than (2) hours from the scheduled ride's start time.

Rides, where a No-Show or Late Cancel occurs, are invoiced at full normal rate.

### **Possible Protocols for No-Shows**

If a morning single rider No-Show occurs, The Client will be invoiced for the morning ride, and the afternoon ride will remain scheduled unless ADROIT is notified by The Client or the student's guardian to cancel the afternoon ride within the early cancel window.

If a morning No-Show occurs for one student in a multi-passenger ride, the afternoon ride always remains scheduled.

### **Permanent Student Transportation Cancellation**

The Client may cancel transportation for a student permanently by contacting ADROIT. If the student is a single rider, the route will be removed entirely, and the partner (driver) then becomes immediately available to service other routes. If the student was transported with other passengers, then they will be removed from the route, the student's spot will become available and may be replaced with a different student, if available, to consolidate routes.

### **Temporary Student Transportation Cancellation**

The Client may cancel transportation for a student temporarily for several days by contacting ADROIT. Because this is a temporary change, the student is not replaced on the route, and their space on the route is reserved for their return. If the student is a single rider and the student is canceled temporarily, no charges will be assessed. When canceling temporarily the pick-up/drop-off for a student who is part of a multi-passenger ride, The Client will be charged the normal ride rate.

It is The Client's responsibility to communicate to ADROIT changes to schedules, calendars, and transportation requests in a timely manner.

## **Attachment Document 3**

### **Multi-Client Invoicing**

Should The Client choose to share rides with a neighboring client that is also under contract with ADROIT, the shared ride will be prorated and invoiced according to the following explanation:

#### **Proration of Ride Fees - ADROIT's charging process**

##### **1. Client Standard Rides**

Each client's students are routed as standard (stand-alone) rides, client-specific pricing is applied.

Example:

- Client A has two students whose ride costs \$90 (Ride 1)
- District B has a single student whose ride costs \$100 (Ride 2)

##### **2. Multi-Client Rides**

All of the students from the participating clients, as identified above, are combined into the most cost-effective rides, yielding new "Multi-Client Rides" and subsequent ride costs.

Example (cont.):

- Combined ride cost for all three students \$110 (Multi-Client Ride)

##### **3. Proration of Costs for Multi-Client Rides**

The total cost of the multi-client rides is then allocated to each client based upon the percentage of the client's standard ride costs (found in step 1) as compared to the multi-client ride costs (found in step 2). In addition, a 20% coordination fee will be added to each client's proportion.

Example (cont.):

- Client A standard ride cost = \$90
- Client B standard ride cost = \$100
- Combined multi-client ride cost = \$110
  
- Client A's proportioned cost % of combined ride cost =  $90/190 = 47.4\%$
- $110 * 0.474 * 1.2 = \mathbf{\$62.57}$  (Client A's combined ride cost responsibility)

- ★ Client B's proportioned cost % of combined ride cost =  $100/190 = 52.6\%$
- ★  $110 * 0.526 * 1.2 = \mathbf{\$69.43}$  (Client B's combined ride cost responsibility)

#### **4. No-Shows and Cancellations**

For all Multi-Client Rides, No-Shows and Cancellations will apply to each client invoice.

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Contract: Finalsite

**MEETING DATE:** June 14, 2023

**FROM:** Jim Monreal, Assistant Superintendent of Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the Finalsite Notifications and Teacher Messaging contract for the 2023-24 school year.

**BACKGROUND:**

Finalsite (previously Blackboard) offers an easy-to-use system for contacting students, parents, and staff using a variety of communication methods. It allows school staff to quickly generate custom messages, performs automated attendance and tardy calls, and send emergency notifications when necessary. Messages can be sent via phone call, text, and email, either separately, or in combination. Finalsite also allows staff to target recipients with language appropriate messages, using the demographic data from the district's student information system.

**FISCAL IMPACT:**

\$10,936 annually, LCFF Base (Unrestricted)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #6: SCCS will maintain strong communication and partnership with its diverse community.

**Renewal Confirmation Notice**

Customer: Santa Cruz City Schools  
 Attn: Michaela in AP 133 Mission St Ste 100  
 Santa Cruz, CA

Finalsite  
 655 Winding Brook Drive  
 Glastonbury, CT 06033 | USA  
 www.finalsite.com

**Contract Start Date:** July 1, 2023  
**Contract End Date:** June 30, 2024  
**Renewal Contact:** Genadiy Khadzhi // genadiy.khadzhi@finalsite.com

Mass Notifications	
Mass Notifications	

Teacher Communication	
Teacher Messaging	

Schedule	Amount
Period 1 - Jul 01 2023	\$ 10,936

Payment options will be visible on the invoice.  
 PO's should be sent to [accounting@finalsite.com](mailto:accounting@finalsite.com).  
 For more information contact:  
 800-592-2469 x8 // [accounting@finalsite.com](mailto:accounting@finalsite.com)

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Contract Addendum: Superintendent

**MEETING DATE:** June 14, 2023

**FROM:** Molly Parks, Asst. Superintendent, Human Resources

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the Superintendent Agreement - Addendum commencing on July 1, 2023 through June 30, 2026.

**BACKGROUND:**

Per the Board's agreement with the Superintendent, when the Superintendent receives a satisfactory evaluation, the Superintendent's contract is extended for one additional year, making it a three-year agreement. This addendum also addresses other modifications to the Superintendent's employment agreement.

This work is in direct support of the following district goals and their corresponding metrics:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Goal #6: SCCS will maintain strong communication and partnerships with its diverse community.

**FOURTH ADDENDUM TO SUPERINTENDENT EMPLOYMENT AGREEMENT**  
**KRIS MUNRO, SUPERINTENDENT**  
**SANTA CRUZ CITY SCHOOLS**  
**June 14, 2023**

This is a fourth addendum to the Superintendent Employment Agreement (“Agreement”) between the Governing Board of the Santa Cruz City School (“Board” or “District”) and Kristin Munro (“Superintendent”), dated June 19, 2019. The Board and Superintendent are collectively referred to herein as the “Parties.” Except as explicitly amended by this Addendum or any other Addendums, the Agreement remains unchanged.

To this end, the Parties hereby mutually agree to modify the terms of the Agreement and, where applicable, all prior addenda thereto as follows:

1. Consistent with Section 1 and Section 5.5 of the Agreement, as the Superintendent received a Satisfactory evaluation from the Board for the 2022-23 work year, the Agreement term is hereby extended for one (1) additional year beginning July 1, 2023. The Term of the Agreement shall now be through June 30, 2026.

2. *Amend paragraph 3.1 as follows, effective beginning the 2023-24 school year:*

**3.1.1 Subsequent Salary Increases/Adjustment(s):** Having the goal of providing the Superintendent with consistent salary increases in accordance with CalSTRS Creditable Compensation Guidelines the Superintendent shall receive each year of the term of the Agreement a three percent (3%) salary increase beginning July 1, 2023-2024 school year. The Board reserves the right to increase the Superintendent’s salary in addition to the annual percentage increase. In addition, for the 2023-24 school year only, the Superintendent's salary shall also be increased by any generally applied compensation increase provided to the certificated bargaining unit effective the 2023-24 school year.

3. *Amend paragraph 3.2 as follows, effective beginning the 2023-24 school year:*

**3.2 Work Days - Paid Vacation Days:** Superintendent's work year shall be 224 days. Superintendent shall be entitled to 23 days of vacation, non-work time, each year without loss of compensation. These "non-work" days shall be identified at the beginning of each work year and shall not be accumulated from year to year. At the conclusion of each year of the Agreement, any unused "non-work" days/vacation time up to a maximum of (10) days, shall be paid to Superintendent at Superintendent's then existing daily rate of pay. For the 2023-24 school year only, in addition to this pay out the Superintendent shall also be permitted to carry over nine (9) additional “non-work” days/vacation time. For the term of this Agreement the Superintendent shall also be entitled to receive three (3) personal necessity days to be used on the same basis as other District certificated management employees.

It is hereby agreed.

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Kristin Munro, Superintendent

Date

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John Owen, Board President, Santa Cruz City Schools

Date



## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Contract Addendums: Assistant Superintendents

**MEETING DATE:** June 14, 2023

**FROM:** Molly Parks, Assistant Superintendent, Human Resources

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the following Assistant Superintendents Agreements commencing on July 1, 2023 through June 30, 2025.

1. Assistant Superintendent, Human Resources – Addendum
2. Assistant Superintendent, Business Services – Addendum
3. Assistant Superintendent, Educational Services – Addendum

**BACKGROUND:**

Per the Board’s agreement with Assistant Superintendents, when an Assistant Superintendent receives a satisfactory evaluation, the Assistant Superintendent’s contract will be extended for an additional year, creating a two-year agreement.

This work is in direct support of the following district goals and their corresponding metrics:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Goal #6: SCCS will maintain strong communication and partnerships with its diverse community.

**ADDENDUM TO EMPLOYMENT  
AGREEMENT  
June 14, 2023**

This is an addendum (“Addendum”) to the Employment Agreement between the Governing Board of the Santa Cruz City School (“Board” or “District”) and Dorothy Coito (“Assistant Superintendent”) dated July 1, 2018 (“Agreement”). The District and the Assistant Superintendent are collectively referred to herein as the “Parties”.

To this end, the Parties hereby mutually agree to modify the terms of the Agreement as follows:

1. Consistent with Section 8 of the Agreement, as Assistant Superintendent received a satisfactory evaluation for the 2022-23 school year, the Agreement term is hereby extended by two additional years. Accordingly, the term shall be through June 30, 2025, unless terminated earlier or extended as pursuant to the terms of the Agreement or as required by law.
2. Consistent with Section 6 of the Agreement, the Assistant Superintendent may be compensated for additional work days upon the recommendation of the Superintendent.

It is hereby agreed.

\_\_\_\_\_  
Dorothy Coito, Assistant Superintendent

\_\_\_\_\_  
Kris Munro, Superintendent

Date

Date

**ADDENDUM TO EMPLOYMENT  
AGREEMENT  
June 14, 202**

This is an addendum (“Addendum”) to the Employment Agreement between the Governing Board of the Santa Cruz City School (“Board” or “District”) and Jimmy Monreal (“Assistant Superintendent”) dated November 1, 2019 (“Agreement”). The District and the Assistant Superintendent are collectively referred to herein as the “Parties”.

To this end, the Parties hereby mutually agree to modify the terms of the Agreement as follows:

1. Consistent with Section 8 of the Agreement, as Assistant Superintendent received a satisfactory evaluation for the 2022-23 school year, the Agreement term is hereby extended by two additional years. Accordingly, the term shall be through June 30, 2025, unless terminated earlier or extended as pursuant to the terms of the Agreement or as required by law.
2. Consistent with Section 6 of the Agreement, the Assistant Superintendent may be compensated for additional workdays upon the recommendation of the Superintendent.

It is hereby agreed. All other terms of the Agreement remain in full force and effect.

\_\_\_\_\_  
Jimmy Monreal, Assistant Superintendent

\_\_\_\_\_  
Kris Munro, Superintendent

Date

Date

**ADDENDUM TO EMPLOYMENT  
AGREEMENT  
June 14, 2023**

This is an addendum (“Addendum”) to the Employment Agreement between the Governing Board of the Santa Cruz City School (“Board” or “District”) and Molly Parks (“Assistant Superintendent”) dated November 8, 2014 (“Agreement”). The Board and the Assistant Superintendent are collectively referred to herein as the “Parties”.

To this end, the Parties hereby mutually agree to modify the terms of the Agreement as follows:

1. Consistent with Section 8 of the Agreement, as Assistant Superintendent received a satisfactory evaluation for the 2022-23 school year, the Agreement term is hereby extended by two additional years. Accordingly, the term shall be through June 30, 202, unless terminated earlier or extended as pursuant to the terms of the Agreement or as required by law.
2. Consistent with Section 6 of the Agreement, the Assistant Superintendent may be compensated for additional work days upon the recommendation of the Superintendent.

It is hereby agreed.

\_\_\_\_\_  
Molly Parks, Assistant Superintendent

\_\_\_\_\_  
Kris Munro, Superintendent

Date

Date

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Consultant Services Agreement – Lisa Fraser

**MEETING DATE:** June 14, 2023

**FROM:** Molly Parks, Assistant Superintendent of Human Resources

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the Consultant Services Agreement for administrative coaching in the 2023-24 school year.

**BACKGROUND:**

Lisa Fraser will provide administrative coaching support for two new Principals and one new Assistant Principal for the 2023-24 school year. The District’s administrative induction program includes coaching support for new administrators. Lisa Fraser is a retired administrator who brings significant experience to this coaching assignment. She has held several leadership positions for thirty years in Santa Cruz and Santa Clara Counties.

**FISCAL IMPACT:**

Not to exceed \$10,500 Title II (restricted)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #1: All SCCS students will be prepared to successfully access post-secondary college and career opportunities.

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

**REQUEST FOR CONSULTANT SERVICES AGREEMENT**

Submit to the responsible Assistant Superintendent at least two weeks before the Board meeting and prior to the Consultant beginning work.

Site: Human Resources Principal/Director: Desiree Dominguez

**Describe Work to be Performed and District and Site Goals Supported:**  
Administrative coaching for three Principals and one Assistant Principal. In support of District goals #1 - #5.

**Qualifications of Consultant:** Educational Leadership Coach

**Name of Consultant:** Lisa Fraser Tax I.D.# or SSN: \_\_\_\_\_  
(Vendor Data form to Purchasing)

Address: \_\_\_\_\_ Telephone #: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Email: fraserlisa13@gmail.com

**Date(s) of Service:** August 1, 2023 - May 31, 2024 Time: \_\_\_\_\_

Number of Hours: n/a hours per day X n/a days = n/a total hours.

Hourly/Daily Rate (specify): n/a Meals: n/a

Lodging: n/a Transportation: n/a

**TOTAL FEE TO BE PAID:** \$10,500 **Account #:** 01-4035-0-0000-2700-5800-920-0000 & 01-4035-0-0000-2700-5800-930-0000

**Write out funding source (i.e., LCFF, Base, Title), if categorical or LCFF Supplemental, include single plan goal and action:**

Professional Development

Approval of Business Services verifying account: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature of Consultant: \_\_\_\_\_ Date: \_\_\_\_\_

(NOTE: Consultant must submit invoice for payment upon completion of work)

\_\_\_\_\_  
Signature of Administrator Requesting Service

\_\_\_\_\_  
Approval of Assistant Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**AB 1610, 1612, and 2102 COMPLIANCE** *(consultants having more than limited contact with students require fingerprinting)*

- Consultants **will be** on campus on a regular basis (more than once) while students are present
- Consultant **will not** be on campus on a regular basis while students are present (fingerprints not required).

Fingerprint Clearance date: n/a Approval of Human Resources: \_\_\_\_\_

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**PAYMENT AUTHORIZATION**

*(Submit for payment after Consultant completes work)*

I hereby certify that the consultant has satisfactorily completed the services in accordance with the above Agreement and that payment is in order.

\_\_\_\_\_  
Signature of Administrator Requesting Payment

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approval of Assistant Superintendent

\_\_\_\_\_  
Date

Board of Education Approval: \_\_\_\_\_  
(Required if over \$2500)

**REQUEST FOR CONSULTANT SERVICES AGREEMENT**

Review guidelines of Board Policy - Consultant Services Agreements.

1. Statement of specific need and the goal of the Consultant’s work (Refer to district/site goals and plans, unique needs of school, program or office which necessitates the services of a consultant).

Ms. Fraser will support our administrative team with educational leadership coaching.

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2. State efforts made to identify qualified staff available within the district to carry out the requested services.

Ms. Frasher has the knowledge and expertise to support our new administartors; including educational leadership coaching with the New Teacher Center, Co-Director of the former California Center for Baldrige in Education (SCCOE), Superintendent mentorship and 30 plus years of experience as an educational leader.

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3. If this agreement is for staff development or for one-time services, state the site's plan to reduce or eliminate the need for this consultant's services in the future.

The District previously contracted with the New Teacher Center for principal inductions at much greater cost. Contracting with Ms. Fraser directly is a savings to the District.

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4. Statement of expected outcomes (Include specific student outcomes desired, benefits to district students and/or staff).

Supporting new administrators in order to improve instructional leadership, providing meaningful development feedback to teachers, promoting a culture that serves the needs of all students and district participants alike to improve student achievement.

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5. Evaluation Process - How will you know the goal/outcomes have been met?

At the beginning of the school year, administrators identify goals and metrics for the year relative to the CA Professional Standards for the Educational Leader. We expect significant growth towards these goals to be reported on their end of the year summative evaluation.

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## SANTA CRUZ CITY SCHOOLS DISTRICT

**AGENDA ITEM:** Agreement for 2023-24 Legal Services: Fagen, Friedman & Fulfroost

**MEETING DATE:** June 14, 2023

**FROM:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve this annual agreement for services as submitted.

**BACKGROUND:**

This firm is used on an as-needed basis by the District.

**FISCAL IMPACT:**

The fiscal impact will be determined during the 2023-24 fiscal year by the use of services as needed. LCFF Base (Unrestricted)

This work is in direct support of the following district goals and its corresponding metrics:

Goal #1: All SCCS students will be prepared to successfully access post-secondary college and career opportunities.

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

Goal #3: We will eliminate the achievement gap the currently exists between demographic groups within the SCCS student community.

Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Goal #6: SCCS will maintain strong communication and partnerships with its diverse community.





**AGREEMENT FOR LEGAL SERVICES**

This agreement is by and between Santa Cruz City Schools (“Client”) and the law firm of Fagen Friedman & Fulfrost LLP (“Attorney”). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective July 1, 2023 through June 30, 2024:

1. CONDITIONS. This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. SCOPE OF SERVICES. Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries.

3. CLIENT’S DUTIES. Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client’s attention, to abide by this Agreement, to pay Attorney’s bills on time and to keep Attorney advised of Client’s address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.

4. CONSULTANT SERVICES. Attorney may provide consulting services, which may be referred to as Next Level Client Services, in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney consultants, including but not limited to: governance training and assistance; communications services; education program planning and implementation; mentoring, coaching, and leadership; strategic planning and solutions; and advocacy at the local and state level.

5. EMAIL COMMUNICATIONS/CLOUD-BASED COMPUTING. In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. In addition, Attorney uses a cloud computing service with servers located in a facility other than Attorney’s office. Most of Attorney’s electronic data, including emails and documents, are stored in this manner. Although Attorney will take reasonable precautions to keep email and other electronic data confidential and secure, because technology and cyber threats continue to evolve, there may be risks communicating and storing electronic data in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client’s representatives and agents, as well as to having communications, documents and electronic data pertinent to Client’s matter(s) stored through a cloud-based service.

6. LEGAL FEES AND BILLING PRACTICES. Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney’s prevailing rates for all time spent on Client’s matter by Attorney’s legal personnel. Current hourly rates are noted in an attached rate schedule and the actual rate billed is based on the attorney’s number of years of experience.

The rates on this schedule, as well as the current job title designations/ classifications listed hereon, are subject to change on 30 days’ written notice to client. If Client declines to pay any increased

rates, Attorney will have the right to withdraw as Attorney for Client. The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

7. COSTS AND OTHER CHARGES. (a) Attorney will incur various costs and expenses in performing legal services under this Agreement. Except as otherwise stated, Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. These include fees fixed by law or assessed by public agencies, messenger and other delivery fees, out of office copying/reproduction costs, and travel costs (including mileage charged at the standard IRS rate, parking, transportation, meals and hotel costs, if applicable), and other similar items. The following costs shall not be charged:

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges.

8. BILLING STATEMENTS. Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

9. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. Following the conclusion of Attorney's representation of Client, Attorney will, upon Client's request, deliver to Client the Client file(s) and property in Attorney's possession, whether or not Client has paid for all services. If Client has not requested delivery of the files, Attorney may destroy all such files in its possession seven (7) years after the conclusion of the representation.

10. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Actual fees may vary from estimates given.

11. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

12. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

13. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

14. MEDIATION CLAUSE. If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

15. EFFECTIVE DATE. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

Santa Cruz City Schools

Fagen Friedman & Fulfrost LLP

Namita S. Brown

\_\_\_\_\_  
*Type or Print Name*

\_\_\_\_\_  
*Name*

Managing Partner

\_\_\_\_\_  
*Type or Print Title*

\_\_\_\_\_  
*Title*



\_\_\_\_\_  
*District Authorized Signature*

\_\_\_\_\_  
*Signature*

DATE: \_\_\_\_\_

DATE: May 24, 2023



**PROFESSIONAL RATE SCHEDULE**

Santa Cruz City Schools  
*July 1, 2023 through June 30, 2024*

**1. HOURLY PROFESSIONAL RATES**

**Client agrees to pay Attorney by the following standard hourly rate:**

Associate	\$280 - \$310 per hour
Partner	\$345 - \$380 per hour
Senior Partner*	\$405 per hour
Senior Counsel/Of-Counsel	\$360 - \$380 per hour
Paralegal	\$195 - \$280 per hour
Law Clerk	\$280 per hour
Next Level Client Services	\$180 per hour
Education Consultant	\$285 per hour
Communications Services Consultant	\$305 per hour
Communications Services Associate	\$100 per hour
Technology Discovery Associate	\$50 per hour

*\*Partners with 25+ years of experience.*

Travel time shall be charged only from the Attorney's nearest office to the destination and shall be prorated if the assigned Attorney travels for two or more clients on the same trip. If Client requests a specific Attorney, Client agrees to pay for all travel time of that specific Attorney in connection with the matter. For matters concerning compliance with state and federal voting rights laws and/or related subjects, Client agrees to pay for all travel time of assigned Attorney in connection with those matters.

**2. ON-SITE LEGAL SERVICES**

At Client's discretion and by prior arrangement of Client and Attorney, Attorney may provide regularly scheduled on-site legal services ("Office Hours") to address legal issues that may arise in Client's day-to-day operations. Office Hours, which include time Attorney spends at Client's facility as well as travel time, shall be provided at a reduced hourly rate of 90% of the Attorney's standard hourly rate.

**3. COSTS AND EXPENSES**

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Consultant Services Agreement: Carolyn Post

**MEETING DATE:** June 14, 2023

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the Consultant Services Agreement for Governance coaching in the 2023-24 school year.

**BACKGROUND:**

Leadership Coach and former Superintendent Carolyn Post will provide support to the Santa Cruz City Governance team through meeting facilitation and planning. Ms. Post will meet with individual Trustees to prepare for the Governance Sessions, will help facilitate the Superintendent's evaluation and will coach and support trustees.

**FISCAL IMPACT:**

Not to exceed \$10,000 LCFF Base (Unrestricted)

This work is in direct support of the following District goal and its corresponding metrics:

Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Goal #6: SCCS will maintain strong communication and partnerships with its diverse community.

**REQUEST FOR CONSULTANT SERVICES AGREEMENT**

Submit to the responsible Assistant Superintendent at least two weeks before the Board meeting and prior to the Consultant beginning work.

Site: \_\_\_\_\_ Principal/Director: \_\_\_\_\_

Describe Work to be Performed and District and Site Goals Supported: \_\_\_\_\_

Qualifications of Consultant: \_\_\_\_\_

Name of Consultant: \_\_\_\_\_ Tax I.D.# or SSN: \_\_\_\_\_

(Vendor Data form to Purchasing)

Address: \_\_\_\_\_ Telephone #: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Email: \_\_\_\_\_

Date(s) of Service: \_\_\_\_\_ Time: \_\_\_\_\_

Number of Hours: \_\_\_\_\_ hours per day X \_\_\_\_\_ days = \_\_\_\_\_ total hours.

Hourly/Daily Rate (specify): \_\_\_\_\_ Meals: \_\_\_\_\_

Lodging: \_\_\_\_\_ Transportation: \_\_\_\_\_

TOTAL FEE TO BE PAID: \_\_\_\_\_ Account #: \_\_\_\_\_

Write out funding source (i.e., LCFF, Base, Title), if categorical or LCFF Supplemental, include single plan goal and action:

Approval of Business Services verifying account: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature of Consultant: \_\_\_\_\_ Date: \_\_\_\_\_

(NOTE: Consultant must submit invoice for payment upon completion of work)

Signature of Administrator Requesting Service

Approval of Assistant Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**AB 1610, 1612, and 2102 COMPLIANCE** (consultants having more than limited contact with students require fingerprinting)

Consultants **will be** on campus on a regular basis (more than once) while students are present

Consultant **will not** be on campus on a regular basis while students are present (fingerprints not required).

Fingerprint Clearance date: \_\_\_\_\_ Approval of Human Resources: \_\_\_\_\_

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**PAYMENT AUTHORIZATION**

(Submit for payment after Consultant completes work)

I hereby certify that the consultant has satisfactorily completed the services in accordance with the above Agreement and that payment is in order.

Signature of Administrator Requesting Payment

Date

Approval of Assistant Superintendent

Date

Board of Education Approval: \_\_\_\_\_

(Required if over \$2500)

**REQUEST FOR CONSULTANT SERVICES AGREEMENT**

Review guidelines of Board Policy - Consultant Services Agreements.

1. Statement of specific need and the goal of the Consultant's work (Refer to district/site goals and plans, unique needs of school, program or office which necessitates the services of a consultant).

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2. State efforts made to identify qualified staff available within the district to carry out the requested services.

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3. If this agreement is for staff development or for one-time services, state the site's plan to reduce or eliminate the need for this consultant's services in the future.

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4. Statement of expected outcomes (Include specific student outcomes desired, benefits to district students and/or staff).

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5. Evaluation Process - How will you know the goal/outcomes have been met?

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## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** BSN Sports Proposal for Soquel High School Fitness Room Modernization Increment 2 Equipment

**MEETING DATE:** June 14, 2023

**FROM:** Jim Monreal, Assistant Superintendent, Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve BSN Sports proposal for Soquel High School fitness room modernization increment 2 equipment.

**BACKGROUND:**

This quote is for weight room equipment for the new fitness room at Soquel High School. The project has been planned and implemented in two increments; increment one consisted of modernization of exterior spaces including a shade structure and asphalt replacement, increment two will modernize interior spaces.

<b>Site Work</b>	<b>\$1,294,079.00 (agenda item 9.5.3)</b>
<b>Equipment</b>	<b>\$71,122.49 (this agenda item)</b>
<b>Special Inspections &amp; Testing</b>	<b>\$18,000.00 (estimated)</b>
<b>DSA Inspector</b>	<b>\$20,000.00 (approved &amp; budgeted)</b>
<b>Estimated Total</b>	<b>\$1,385,201.49</b>

**FISCAL IMPACT:**

\$71,122.49 Measure A Funds (Restricted), representing 0.20% of the overall site budget \$34,830,967.00 is the total Bond Allocation to Soquel High School

This work is in direct support of the following District goals and their corresponding metrics:

- Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social-emotional well-being of all students.
- Goal #5: SCCS will maintain a balanced budget and efficient and effective management.
- Goal #6: SCCS will maintain strong communication and partnership with its diverse community.

*Prepared by Trevor Miller, Director, Facility Services*

**AGENDA ITEM: 9.5.1**





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Quote	
Cart #:	9814751
Purchase Order #:	Weight Room Equipment
Cart Name:	Weight Room Quote
Quote Date:	03/09/2023
Quote Valid-to:	07/31/2023
Payment Terms:	NT30
Ship Via:	
Ordered By:	Stu Walters

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LJ Gagnier Email:ljgagnier@bsnsports.com | Phone:831-227-6652

**Sold to**  
 1112410  
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 401 OLD SAN JOSE RD  
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 USA

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 SOQUEL HIGH SCHOOL  
 Stu Walters - Athletics  
 401 OLD SAN JOSE RD  
 SOQUEL CA 95073  
 USA

**Payer**  
 1112410  
 SOQUEL HIGH SCHOOL  
 401 OLD SAN JOSE RD  
 SOQUEL CA 95073  
 USA

Item Description	Qty	Unit Price	Total
<b>Lock-Jaw PRO 2 Barbell Collar - Black</b> Item # - 1395572	6 PR	\$ 45.00	\$ 270.00
<b>APEX Locker</b> Item # - NSPHG	2 EA	\$ 1,984.99	\$ 3,969.98
<b>APEX Cage</b> Item # - NSPHG	1 EA	\$ 699.49	\$ 699.49
<b>Adjustable Work Bench W/ Wheels</b> Item # - NSPHG	6 EA	\$ 499.99	\$ 2,999.94
<b>Olympic Rubber Grip Plate 45lb</b> Item # - NSPHG	12 EA	\$ 99.99	\$ 1,199.88
<b>Olympic Rubber Grip Plates 35lb</b> Item # - NSPHG	12 EA	\$ 79.99	\$ 959.88
<b>Olympic Rubber Grip Plates 25lb</b> Item # - NSPHG	12 EA	\$ 59.99	\$ 719.88
<b>Olympic Rubber Grip Plates 10lb</b> Item # - NSPHG	12 EA	\$ 29.99	\$ 359.88
<b>Olympic Rubber Grip Plates 5lb</b> Item # - NSPHG	24 EA	\$ 14.99	\$ 359.76
<b>Olympic Rubber Grip Plates 2.5lb</b> Item # - NSPHG	12 EA	\$ 9.99	\$ 119.88
<b>Chrome Olympic NB 2000LB Test Bar</b> Item # - NSPHG	6 EA	\$ 399.99	\$ 2,399.94
<b>10lb Solid Rubber Bumper Plate</b> Item # - NSPHG	12 EA	\$ 39.99	\$ 479.88
<b>25lb Yellow Bumper Plate Same</b> Item # - NSPHG	12 EA	\$ 59.99	\$ 719.88
<b>35lb Blue Bumper Plate Same Si</b> Item # - NSPHG	12 EA	\$ 79.99	\$ 959.88
<b>45lb Red Bumper Plate</b> Item # - NSPHG	12 EA	\$ 99.99	\$ 1,199.88
<b>PLATE RACK WITH WHEELS</b> Item # - NSPHG	6 EA	\$ 449.99	\$ 2,699.94
<b>Raptor 2 Tier Dumbbell Rack 9'</b> Item # - NSPHG	2 EA	\$ 699.99	\$ 1,399.98
<b>5-100LB. Set Hex Rubber Dumbbells</b> Item # - NSPHG	2 EA	\$ 2,999.99	\$ 5,999.98
<b>PROMAXIMA PL-840 DELUXE HALF RACK</b> Item # - 1462578	6 EA	\$ 3,999.99	\$ 23,999.94
<b>PREVAILING WAGE ASSEMBLY/INSTALLATION</b> Item # - NSPINNOTAX	1 EA	\$ 7,950.00	\$ 7,950.00
<b>6' CONNECTING XMEMBER DUAL CHINUP DRINGS</b> Item # - 1465906	4 EA	\$ 499.99	\$ 1,999.96
<b>4 Way Neck Machine</b> Item # - NSPHG	1 EA	\$ 999.99	\$ 999.99

Subtotal: \$62,467.82

Other: \$0.00



PO Box 841393  
Dallas, TX 75284-1393  
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Quote	
Cart #:	9814751
Purchase Order #:	Weight Room Equipment
Cart Name:	Weight Room Quote
Quote Date:	03/09/2023
Quote Valid-to:	07/31/2023
Payment Terms:	NT30
Ship Via:	
Ordered By:	Stu Walters

Item Description	Qty	Unit Price	Total
OMNIA Contract #R201101			
	Freight:		\$3,748.07
	Sales Tax:		\$4,906.60
	Order Total:		\$71,122.49
	Payment/Credit Applied:		\$0.00
	<b>Order Total:</b>		<b>\$71,122.49</b>

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Geo H Wilson Change Order #1 for Mission Hill Middle School Administration Office HVAC Upgrade

**MEETING DATE:** June 14, 2023

**FROM:** Jim Monreal, Assistant Superintendent, Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve Geo H Wilson change order #1 for Mission Hill Middle School administration office HVAC upgrade.

**BACKGROUND:**

This change order consists of price correction due to a typo on the vendor's original proposal. The previously approved contract amount was \$50,003.00 and the new total contract, including this change order, will be \$55,961.00.

**FISCAL IMPACT:**

Change Order #1 \$5,958.00 (11.91% increase to the contract), Measure A Funds (Restricted)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social-emotional well-being of all students.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Goal #6: SCCS will maintain strong communication and partnership with its diverse community.

*Prepared by Trevor Miller, Director, Facility Services*

**CHANGE ORDER FORM**

Santa Cruz City Schools  
133 Mission Street, Suite 100  
Santa Cruz, CA 95060

<b>CHANGE ORDER NO.:</b>
1

**CHANGE ORDER**

**Project: Mission Hill Middle School Admin Office HVAC Upgrade**

The following parties agree to the terms of this Change Order:

**Owner:**

Santa Cruz City Schools  
133 Mission St., Suite 100  
Santa Cruz, Ca 95060

**Contractor:**

Geo. H. Wilson  
250 Harvey West Blvd  
Santa Cruz, Ca 95060

Reference	Description	Cost	Days Ext.
PCO # 1	Vendor Error in Initial Pricing	\$ 5,958.00	0
	Original Contract Amount:	\$ 50,003.00	
	Amount of Previously Approved Change Order(s):	\$ 0.00	
	Amount of this Change Order:	\$ 5,958.00	
	Contract Amount:	\$ 55,961.00	

The undersigned Contractor approves the foregoing as to the changes, if any, and the Cost, if any, 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.

This change order is subject to approval by the governing board of this district and must be signed by the District.

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 Contractors costs and expenses, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project. Any costs, expenses, damages or time extensions not included are deemed waived.

**Signatures:**

District:

Contractor:

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Name]

M. Tareq Barak 207

06.01.2027

\_\_\_\_\_  
Date

**END OF DOCUMENT**

**SANTA CRUZ CITY SCHOOL DISTRICT**

**CHANGE ORDER FORM**

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** SC Builders Contract for Soquel High School Fitness Room Modernization Increment 2

**MEETING DATE:** June 14, 2023

**FROM:** Jim Monreal, Assistant Superintendent, Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve SC Builders contract for Soquel High School fitness room modernization increment 2.

**BACKGROUND:**

The contract consists of interior modifications to the fitness center at Soquel High School including new flooring, walls, and ceiling, the replacement of windows and doors, exterior fencing and gates, and refinishing and striping of the basketball court.

<b>Site Work</b>	<b>\$1,294,079.00 (this agenda item)</b>
<b>Equipment</b>	<b>\$71,122.49 ( agenda item 9.5.1)</b>
<b>Special Inspections &amp; Testing</b>	<b>\$18,000.00 (estimated)</b>
<b>DSA Inspector</b>	<b>\$20,000.00 (approved &amp; budgeted)</b>
<b>Estimated Total</b>	<b>\$1,385,201.49</b>

**FISCAL IMPACT:**

\$1,294,079.00, Measure A Funds (Restricted), representing 3.71% of the overall site budget \$34,830,967.00 is the total Bond Allocation to Soquel High School

This work is in direct support of the following District goals and their corresponding metrics:

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social-emotional well-being of all students.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Goal #6: SCCS will maintain strong communication and partnership with its diverse community.

*Prepared by Trevor Miller, Director, Facility Services*

**AGENDA ITEM: 9.5.3**

## **AGREEMENT BETWEEN OWNER AND CONTRACTOR**

This Agreement, effective May 25, 2023, is by and between the Santa Cruz City Schools, in Santa Cruz County, California, hereinafter called the “Owner,” and **SC Builders** hereinafter called the “Contractor.”

**WITNESSETH:** That the Contractor and the Owner for the consideration hereinafter named agree as follows:

**ARTICLE I. SCOPE OF WORK.** The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work required, by the Contract (the “Work”) in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers, and as specified in

the Fitness Room Modernization at Soquel High School - Increment 2,

all in strict compliance with the plans, drawings and specifications therefore prepared by

Greg Horn (831) 440-7300, 19six Architects, 303 Potrero Street, Suite 5, CA 95060,

and other Contract Documents relating thereto.

The Contract as awarded includes the base scope of work plus Alternate Bid Item No. 1 listed in the Bid Form.

During the Work, the Contractor shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to the novel coronavirus and COVID-19, including “social distancing,” masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents.

**ARTICLE II. CONTRACT DOCUMENTS.** The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the “Contract Documents” which form the “Contract.”

### **ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.**

Time is of the essence in this Contract, and the time of Completion for the Work (“the Contract Time”) shall be One Hundred and Twenty (120) calendar days which shall start to run on (a) the date of commencement of the Work as established in the Owner’s Notice to Proceed, or (b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor’s actual commencement of the Work (including mobilization).

Failure to Complete the Work within the Contract Time and in the manner provided for by the Contract Documents, or failure to complete any specified portion of the Work by a milestone deadline, shall subject the Contractor to liquidated damages. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Work were not Completed within the Contract Time, or if any specified portion of the Work were not completed by a milestone deadline, are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, disruption of activities, costs of administration and supervision, third party claims, and the incalculable inconvenience and loss suffered by the public.

In addition, Contractor shall be subject to liquidated damages, or actual damages if liquidated damages are not recoverable under law, for causing another contractor on the Project to fail to timely complete its work under its contract or for causing delayed *completion* of the Project. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if another contractor on the Project were to fail to timely complete its work under its contract or delay *completion* of the Project are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, loss of use of the other contractor's work, loss of use of the Project, disruption of activities, costs of administration and supervision, third party claims, the incalculable inconvenience and loss suffered by the public, and an Owner's inability to recover its delay damages from the contractors whose work was delayed by Contractor.

Accordingly, the parties agree that \$500 for each calendar day of delay shall be the amount of damages which the Owner shall directly incur upon Contractor causing another contractor on the Project to fail to timely complete its work under its contract or causing delayed *completion* of the Project.

For Contractor's obligations regarding claims against Owner from other contractors on the Project alleging that Contractor caused delays to their work, see General Conditions sections 3.7.4, 3.16 and 6.2.3.

If liquidated damages accrue as described above, the Owner, in addition to all other remedies provided by law, shall have the right to assess the liquidated damages at any time, and to withhold liquidated damages (and any interest thereon) at any time from any and all retention or progress payments, which would otherwise be or become due the Contractor. In addition, if it is reasonably apparent to the Owner before liquidated damages begin to accrue that they will accrue, Owner may assess and withhold, from retention or progress payments, the estimated amount of liquidated damages that will accrue in the future. If the

retained percentage or withheld progress payments are not sufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner until all such liabilities are satisfied in full.

If Owner accepts any work or makes any payment under the Contract Documents after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any provision in the Contract Documents regarding time of Completion, milestone deadlines, or liquidated damages.

**ARTICLE IV. PAYMENT AND RETENTION.** The Owner agrees to pay the Contractor in current funds **One-Million Two-Hundred and Ninety-Four Thousand and Seventy-Nine Dollars (\$1,294,079)** for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price includes a general contingency allowance of \$100,000 to pay any additional amounts to which the Contractor may be entitled under the Contract Documents other than special allowances.

Any payment from a special allowance or general contingency allowance (“Allowance”) is entirely at the discretion, and only with the advanced written approval, of the Owner. To request payment from an Allowance, the Contractor must fully comply with the Contract Documents’ requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4 and 7 of the General Conditions and its provisions regarding waiver of rights for failure to comply. If the Owner approves in writing a payment from an Allowance, no change order approved by Owner’s governing body shall be required, but Contractor must sign an Allowance expenditure form, after which the Contractor may include a request for such payment in its next progress payment application. Contractor’s inclusion of a request for such payment in a progress payment application, or Contractor’s acceptance of a progress payment that includes such payment, shall act as a full and complete waiver by Contractor of all rights to recover additional amounts, or to receive a time extension or other consideration, related to the underlying basis of such payment; and such waiver shall be in addition to any other waiver that applies under the Contract Documents (including Article 4 of the General Conditions). If Contractor requests a time extension or other consideration in connection with or related to a requested payment from an Allowance, Contractor must comply with the Contract Documents’ requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4, 7, and 8 of the General Conditions and their provisions regarding waiver of rights for failure to comply, and no such time extension or other consideration may be issued until a change order is approved by the Owner’s governing body pursuant to the Contract Documents. The amount of an Allowance may only be increased by a change order approved by Owner’s governing body. Once an Allowance is fully spent, the Contractor must request any additional compensation pursuant to the procedures in the Contract Documents for Notices of Potential Claim, Change Order Requests, and Claims, and payment must be made by a change order approved by the Owner’s



governing body pursuant to the General Conditions. Upon Completion of the Work, all amounts in an Allowance that remain unspent and unencumbered shall remain the property of the Owner, Contractor shall have no claim to such funds, the Owner shall be entitled to a credit for such unused amounts against the above contract price, and the Owner may withhold such credit from any progress payment or release of retention.

The Owner has made a finding that this Project is substantially complex and requires a retention amount greater than 5%. (Public Contract Code section 7201.)

**ARTICLE V. CHANGES.** Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions.

**ARTICLE VI. TERMINATION.** The Owner or Contractor may terminate the Contract as provided in the General Conditions.

**ARTICLE VII. PREVAILING WAGES.** The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for Work on this Contract and Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage

paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the State Department of Industrial Relations. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner monthly.

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

**ARTICLE VIII. WORKING HOURS.** In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

**ARTICLE IX. APPRENTICES.** The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in

Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

**ARTICLE X. DSA OVERSIGHT PROCESS.** The Contractor must comply with the applicable requirements of the Division of State Architect (“DSA”) Construction Oversight Process (“DSA Oversight Process”), including but not limited to (a) notifying the Owner’s Inspector of Record/Project Inspector (“IOR”) upon commencement and completion of each aspect of the Work as required under DSA Form 156; (b) coordinating the Work with the IOR’s inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner’s Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Work or Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor’s wrongful act or omissions. If inspected Work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected Work is subject to removal and correction, at Contractor’s expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

**ARTICLE XI. INDEMNIFICATION AND INSURANCE.** The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be \$2,000,000.00 per accident for bodily injury and property damage combined single limit.

**ARTICLE XII. ENTIRE AGREEMENT.** The Contract constitutes the entire agreement between the parties relating to the Work, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Contract to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not

specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

**ARTICLE XIII. EXECUTION OF OTHER DOCUMENTS.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

**ARTICLE XIV. EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

**ARTICLE XV. BINDING EFFECT.** Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

**ARTICLE XVI. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM.** If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Santa Cruz, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.


**ARTICLE XVII. AMENDMENTS.** The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement, which includes change orders signed by the parties and approved or ratified by the Governing Board.

**ARTICLE XVIII. ASSIGNMENT OF CONTRACT.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the Owner.

**ARTICLE XIX. WRITTEN NOTICE.** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

SC Builders (CONTRACTOR)

SANTA CRUZ CITY SCHOOLS

  
\_\_\_\_\_  
Samuel B. Abbey (Name)  
\_\_\_\_\_  
President (Chairman, Pres., or Vice-Pres.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Name)  
(Title)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Name)  
(Secretary, Asst. Secretary, CFO, or Asst. Treasurer)

767196  
CALIFORNIA CONTRACTOR'S  
LICENSE NO.

08/31/23  
LICENSE EXPIRATION DATE

1000877571  
DIR NO.

**NOTE:** Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.