



San Juan
Unified School District

San Juan Unified School District
Regular Meeting of the Board of Education
3738 Walnut Avenue, Carmichael, California 95608

Paula Villescaz, President
Michael McKibbin, Ed.D., Vice President
Zima Creason, Clerk
Pam Costa, Member
Saul Hernandez, Member

COVID-19 PUBLIC PARTICIPATION GUIDELINES

Please be advised the Board of Education meeting will be conducted telephonically only.

NOTICE is hereby given that a **telephonic** meeting of the Board of Education of the San Juan Unified School District is hereby called by the board president, and will be held at **6:30 p.m.**, on Tuesday, **November 17, 2020**. The district is taking all necessary steps to prevent and mitigate the effects of COVID-19 on our community. Therefore, in the interest of public health, in compliance with California Governor Gavin Newsom's Executive Orders N-25-20 and N-35-20, the California State Public Health Officer's Order that included social-distancing guidelines and avoiding group gatherings, the Order issued by the Sacramento County Health Officer, directing all individuals to stay at home or at their residence and prohibiting all non-essential gatherings of any number, and all applicable provisions of federal and state law, this Board of Education meeting will be held telephonically. Staff and others presenting at the meeting will be calling in via the Zoom video conferencing platform from separate locations.

Given the above-identified orders and the need to ensure the health and safety of the staff and the public as a whole, **physical attendance by the public cannot be accommodated**; however, the district is making significant efforts to ensure public participation during this Board of Education meeting, and has taken the following steps to assist the public in accessing the meeting:

1. **Online Submission of Public Comment.** Public comments may be submitted using the comment form located on the district website at <http://www.sanjuan.edu/boardmeeting>. If you wish to submit a public comment on more than one agenda item, please submit a separate form for each item on which you are commenting. Comments received by 6:00 p.m., on November 17, 2020, will be provided to the members of the board in writing prior to the meeting. Comments received after 6:00 p.m., on November 17, 2020, may be read on the record during this meeting.

All public comments will be limited to two (2) minutes or approximately 1,500 characters. Any portion of a comment extending past two (2) minutes or the approximate 1,500-character limit may not be read aloud due to time restrictions. All written comments that are not read into the record will be provided to the board members for review, provided that such comments are received prior to the end of the meeting. Please be aware that written public comments, including your name, may become public information.

Under the Ralph M. Brown Act, the board is unable to respond to any individual comments or questions regarding items not on the agenda; however, the board listens carefully to all public comments and appreciates community input and participation.

2. **Zoom Video Conferencing.** Members of the public can make public comments via the Zoom conferencing platform. Members of the public can access Zoom from a computer, mobile device or tablet at <http://www.sanjuan.edu/boardmeeting>. All public comments will be limited to two (2) minutes.
3. **Translation/Interpretation.** Translation and interpretation services will be made available upon request with advance notice. If you wish to utilize these services, please notify the district at (916) 971-7111, or stephanie.cunningham@sanjuan.edu by noon on November 16, 2020. This allows for the scheduling of appropriate translation staff and other resources.
4. **Disability Accommodations.** A person with a disability may contact the Board of Education office at (916) 971-7111, or email stephanie.cunningham@sanjuan.edu at least 48 hours before the scheduled board meeting to request receipt of an agenda and other distributed writings in an appropriate alternative format or to request disability-related modifications or accommodations, including auxiliary aids or services, in order to participate in the public board meeting.

Thank you in advance for your cooperation. Our community's health and safety is our highest priority. The business to be considered at this board meeting is on the following agenda:

Board of Education Agenda
November 17, 2020

A. OPEN SESSION/CALL TO ORDER/ANNOUNCEMENT OF CLOSED SESSION TOPICS – 5:45 p.m.

1. Visitor Comments (for closed session agenda items only)

Board Bylaw 9323 limits visitor comments to two (2) minutes per speaker, with no more than 30 minutes per single topic. Time will be extended for any speaker who uses an interpreter.

B. CLOSED SESSION – 5:45 p.m.

1. Collective bargaining matters – discussion with negotiator Jim Shoemake, Assistant Superintendent, Schools and Labor Relations, regarding CSEA Chapter 127 General/Operations support, Chauffeurs/Teamsters Local No. 150 Transportation, Supervisors, Teachers and Certificated Supervisory units; and regarding non-represented groups: management and confidential units (Government Code section 54957.6).
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C. RECONVENE OPEN SESSION/PLEDGE OF ALLEGIANCE – 6:30 p.m.

D. APPROVAL OF THE MINUTES – October 27, 2020, regular meeting, pages 2282-2286.

E. ORGANIZATIONS/ANNOUNCEMENTS – 6:35 p.m.

1. High School Student Council Reports
2. Staff Reports
3. Board-appointed/District Committees
4. Employee Organizations
5. Other District Organizations
6. Closed Session/Expulsion Actions (Government Code section 54957.1)

F. VISITOR COMMENTS – 6:45 p.m.

Board Bylaw 9323 limits visitor comments to two (2) minutes per speaker, with no more than 30 minutes per single topic. Time will be extended for any speaker who uses an interpreter.

G. CONSENT CALENDAR – G-1/G-14 – 7:15 p.m.

Action: The administration recommends that the consent calendar, G-1 through G-14, regarding regular business items, be approved. Any item may be removed for further discussion and separate action following consideration of remaining agenda items.

1. *Personnel – appointments, leaves of absence and separations.
2. *Purchasing Report – purchase orders and service agreements, change orders, construction and public works bids and piggyback contracts.
3. *Business/Financial Report – notices of completion and quarterly investment report.

4. Acceptance of the following gifts:

Dyer-Kelly Elementary School: from Northminster Presbyterian Church: \$500.

Greer Elementary School: from Point West Rotary Club Foundation – for virtual fieldtrips, workshops and other interactive student opportunities: \$8,050; from Point West Rotary Club Foundation – for continued support with Cypher Hip Hop workshops, including virtual dance programs for students and family engagement opportunities: \$7,000; from San Juan Education Foundation – for culturally diverse books for classrooms to help support social justice and equity initiatives: \$3,500.

McKinney-Vento: from anonymous donors: \$190; from Frances Frizzi: \$75; from Carole Girard: \$100; from Julie Love: \$25; from Laurie Rich: \$100 – for Food to Learn food drive.

San Juan High School: from Sunrise MarketPlace – for 58 gift cards for incentives for Distance Learning Superstars program: \$500.

5. *Approval to dispose of surplus property pursuant to Board Policy 3270 and Education Code sections 17545 and 17546.
6. *Approval of the 2020-2021 School Plan for Student Achievement (SPSA) and corresponding budgets for each school site, including those identified for Comprehensive Support and Improvement (CSI).

7. *Approval of Contract No. 7202400-21-197 between SJUSD White House Counseling Center and Sacramento County Department of Health Services effective July 1, 2020 through June 30, 2021.
8. *Approval of the abstract of the 2020-2021 Comprehensive Coordinated Early Intervening Services (CCEIS) plan.
9. *Approval to implement the following grant, if funded: Career Technical Education Incentive Grant, 2020-2021.
10. *Approval to implement the following grant, if funded: K-12 Strong Workforce Program, 2021-2023.
11. *Approval to implement the following grant: Middle School Foundation Academies Supplemental Grant.
12. *Adoption of Resolution No. 3012, approving the second amendment to the lease agreement for the Encina Preparatory High School HVAC and roofing upgrades for gymnasiums project no. 202-9390-N1 between SJUSD and Clark & Sullivan Builders, Inc. dba Clark/Sullivan Construction.
13. *Adoption of Resolution No. 3013, approving the second amendment to the lease agreement for the Mira Loma High School HVAC and roofing upgrades for gymnasiums project no. 205-9390-P1 between SJUSD and Clark & Sullivan Builders, Inc. dba Clark/Sullivan Construction.
14. *Adoption of Resolution No. 3014, approving the third amendment to the design/build contract for the Del Campo High School new science/media building and CTE modernization project.

*Material provided.

H. CONSENT CALENDAR (continued, if necessary)

Discussion and action on the items removed from the consent calendar.

I. BUSINESS ITEMS

1. Special Education Update – 7:20 p.m.

(Calvin)

Material provided.

Report: regarding an update about the district's Special Education Department.

2. Family and Community Engagement Update – 7:50 p.m.

(Allen)

Material provided.

Report: regarding an update on the activities and actions of the district's Family and Community Engagement office.

3. New Board Policy 0415 Equity – 8:10 p.m.

(Calvin)

Material provided. (Discussed: 10/27/2020)

Action: The superintendent is recommending that the board adopt Board Policy 0415 regarding equity.

4. Revisions to Board Policies 5141.52, 5111, 5111.1, 5125, 5121.1, 0410, 4030 and 5145.3 – 8:15 p.m.

(Simlick)

Material provided.

Discussion/Action: The superintendent is recommending that the board discuss and approve the proposed revisions to the following board policies: Board Policy 5141.52 Suicide Prevention, Board Policy 5111 Admission, Board Policy 5111.1 District Residency, Board Policy 5125 Student Records, Board Policy 5121.1 Directory Information, Board Policy 0410 Nondiscrimination In District Programs and Activities, Board Policy 4030 Nondiscrimination In Employment and Board Policy 5145.3 Nondiscrimination/Harassment.

5. Choices Charter School: One-Time, Off-Schedule Payment– 8:20 p.m.

(Flagler)

Material provided.

Discussion: regarding a request from Choices Charter School to provide a one-time, off-schedule payment. Action anticipated: 12/15/2020.

6. Tentative Agreement: CSEA – 8:25 p.m.

(Shoemake)

Material provided.

Discussion: regarding the tentative agreement between California School Employees Association (CSEA) Chapter 127 and SJUSD. Action anticipated: 12/15/2020.

7. California Voting Rights Act Update – 8:30 p.m.

(Simlick)

Material provided.

Report: regarding an update on the California Voting Rights Act.

8. Set Annual Organizational Meeting – 8:40 p.m.

(Board)

Material provided.

Action: The superintendent is recommending that the board set Tuesday, December 15, 2020, at 6:30 p.m., as the date and time for the annual organizational meeting.

J. BOARD REPORTS – 8:45 p.m.**K. FUTURE AGENDA – 8:55 p.m.**

The board may wish to identify items to be discussed at future meetings and the reasons therefore.

L. VISITOR COMMENTS – 9:00 p.m.**B. CLOSED SESSION (continued, if necessary)**

Announcement of topics/announcement of actions.

M. ADJOURNMENT – 9:05 p.m.

The Board of Education welcomes and encourages the public's participation at the board meetings and has devoted time throughout the meeting for that purpose. You may comment on items included on this agenda; however, we ask that you limit your comments to two (2) minutes, so that as many people as possible may be heard (Education Code section 35145.5, Government Code section 54954.3). When an item indicates "material provided," the additional information is available prior to the meeting in the Information and Communication Office, 3738 Walnut Avenue, Carmichael, (916) 979-8281, or on the district website at www.sanjuan.edu.

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NOTE: The times indicated are approximate.

Mission Statement

Valuing diversity and excellence, the San Juan Unified School District's mission is to educate and inspire each student to succeed and responsibly contribute to a radically evolving world by providing innovative, rigorous, student-focused instruction and programs in a safe, caring and collaborative learning community.



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11/17/2020

San Juan
Unified School District

San Juan Unified School District
Board of Education
3738 Walnut Avenue, Carmichael, California 95608

Board of Education Minutes
October 27, 2020

Regular Meeting
Board of Education
5:15 p.m.

Call to Order (A)

The October 27 regular meeting was called to order by the president, Paula Villescaz. The board met in-person at the district office, safely physically distanced as allowed with Sacramento County's shift into the red, or substantial, tier of the state's COVID-19 risk monitoring system and aligned to state and local health guidelines. Presenters participated via the Zoom platform and were not present in the board room. Public attendance was provided via the Zoom platform as well as a live stream on the district's YouTube channel.

Roll Call

Present:

Paula Villescaz, president
Michael McKibbin, Ed.D., vice president
Zima Creason, clerk
Pam Costa, member
Saul Hernandez, member

Visitor Comment: Closed Session (A-1)

[via electronic comment form, and read aloud by Trent Allen, Senior Director of Community Relations]:
Scott Rafferty made comments about a special election and increasing the number of board members from five to seven.

Closed Session (B)

The meeting was then recessed, with the board convening in closed session to conference with legal counsel regarding existing litigation pursuant to Government Code section 54956.9(d)(1). Name of Case: Kincaid v. San Juan Unified School District, Sacramento Superior Court Case No. 34-2020-00286475.

Reconvene Open Session/Pledge of Allegiance (C)

At 6:30 p.m., four members of the Del Campo High School Air Force Jr. ROTC virtually led the group in the Pledge of Allegiance. Ms. Villescaz then explained the two methods (electronically or on Zoom) available to submit public comments for tonight's meeting.

Minutes Approved (D)

Superintendent Kern requested one amendment to the minutes. On page 2278, first paragraph, the following sentence was added: *"To maintain grant funding, Early Childhood Education will be a part of reopening along with the TK-12 system on January 5, 2021."* It was moved by Dr. McKibbin, seconded by Ms. Creason, that the minutes of the October 13 regular meeting be approved as amended. MOTION CARRIED UNANIMOUSLY [Villescaz, McKibbin, Creason, Costa, Hernandez].

Recognition: School Psychology Awareness Week (E-1)

It was moved by Ms. Costa, seconded by Mr. Hernandez, to adopt Resolution No. A-397 proclaiming the week of November 9-13 as School Psychology Awareness Week. MOTION CARRIED UNANIMOUSLY [Villescaz, McKibbin, Creason, Costa, Hernandez].

High School Student Council Reports (E-2)

High School Student Council representatives Angela Bernal from Encina Preparatory High School and Kenzie Stokes from Del Campo School High School updated the board on the goals, activities and achievements at their respective schools.

Staff Reports (E-3)

Superintendent Kern provided an update on several topics related to distance learning and the return to modified in-person learning. Mr. Hernandez thanked Superintendent Kern for the report and acknowledged the families who are having challenges with distance learning, noting that a better plan is in the works. Ms. Costa recognized the amount of time that staff has spent addressing the needs of students, from both a safety and educational perspective, as health conditions have changed. Ms. Costa inquired about the instructional model for English language learners and the number of moderate/severe special education students that have indicated they would return to modified in-person instruction, which Superintendent Kern addressed. Ms. Creason inquired if families will be able to switch between instructional models and the status of a district roadmap, which Superintendent Kern stated that the ability to switch instructional models would depend on space availability and that goal is to have the roadmap available prior to the Thanksgiving break. Superintendent Kern also noted that the parent survey was delayed in order to provide families with greater detail about the instructional models. Dr. McKibbin asked clarifying questions about the parent survey, which Superintendent Kern explained would be sent to general education families (other groups have already been surveyed) and that school sites will be involved in the process. Ms. Villescaz acknowledged that parents may be feeling survey fatigue, but noted it is important for planning purposes.

Closed Session/Expulsion Actions (E-7)

There were no closed session actions to report.

Visitor Comments (F)

[via Zoom]:

Keri asked for more transparency about reopening plans and PPE requirements for students.

Elizabeth Allan expressed appreciation for waiting until January to reopen schools.

D Fitzs commented on the lack of agreement with the teachers union and the psychological repercussions if students do not return to school in January.

Juan Yniguez expressed support for by-district elections and increasing the number of board members to seven.

Lindsay Tateishi posed questions about the survey and instructional models related to the return to in-person learning.

Magali Kincaid spoke in support of neighborhood elections and increasing the number of board members from five to seven.

Louisa Burke made comments and quoted several sources related to the delay to return to in-person learning.

User name ‘Return to In-Person Learning’ made comments about the proposed learning models and Senate Bill 98.

Keri Sternberg stated more information is needed in order to make an informed decision about returning to in-person learning.

Brittany Yavrom stated she appreciates the delay to return to in-person learning so it is done correctly and safely.

Shelby Marks shared information about the challenges her children have experienced with distance learning.

Missy Badalyan shared information about the positive experiences her children have had with distance learning.

[via electronic comment form, and read aloud by Trent Allen, Senior Director of Community Relations]:
Anonymous provided a statement regarding the temporary removal of a committee member.

Damaris Canton expressed the need for neighborhood trustees and increasing the board to seven trustees.

Amy Kassouni commented on the social media/code of conduct agenda item and urged the board to settle legal matters quickly.

Carolina Flores made comments about the failure to comply with the California Voting Rights Act in time for the 2020 elections.

Christian Pompa expressed concerns about the wrong board meeting date being listed on the district website.

Emily Faris inquired about planning for full time in-person learning and how parents/community members will receive progress updates.

Jennifer Pearce thanked the board for having a thoughtful reopening plan.

Gryffan Long made comments about thoughtfully balancing the needs of parents, kids and teachers/staff.

Ashley C. expressed her concerns about Instructional Assistants returning to work.

Consent Calendar Approved (G-1/G-6)

It was moved by Ms. Creason, seconded by Dr. McKibbin, that the consent calendar items G-1 through G-6 be approved. MOTION CARRIED UNANIMOUSLY [Villescaz, McKibbin, Creason, Costa, Hernandez].

Personnel (G-1)

Appointments and leaves of absence — approved as submitted.

Purchasing Report (G-2)

Purchase orders and service agreements, change orders and construction and public works bids — approved as submitted.

Business/Financial Report (G-3)

Notices of completion and warrants and payroll — approved as submitted.

Gifts (G-4)

Acceptance of gifts to Encina Preparatory High School, Family and Community Engagement, Greer Elementary School, Pershing Elementary School and Winston Churchill Middle School.

Disposal of Surplus Property (G-5)

Approval to dispose of surplus property pursuant to board policy 3270 and Education Code sections 17545 and 17546.

Revisions to Board Policies 1312.3, 4119.1, 5145.7 and 5131.2 (G-6)

Approval of the revisions to the following board policies: Board Policy 1312.3 Uniform Complaint Procedures, Board Policy 4119.1 Employee Sexual Harassment, Board Policy 5145.7 Student Sexual Harassment and Board Policy 5131.2 Bullying.

Independent Study and TK-8 Homeschool Update (I-1)

Assistant Superintendent of Secondary Rick Messer presented an overview of the district's Independent Study and TK-8 Homeschool programs, both of which are alternatives to distance learning. Mr. Messer introduced Principal of El Sereno Independent Study High School David Levis and Homeschool Program Manager Sandra Butorac who each provided information about their respective programs. Frith Gladdis, teacher at El Sereno, and Cami Cordell, lead advisory teacher for homeschool, shared their experiences as teachers in the programs.

Public Comment: [via Zoom]

D Fitzs requested additional information about El Sereno Independent Study High School.

After public comment, staff answered questions from the board.

Encina Middle School Development Update (I-2)

Assistant Superintendent of Schools and Labor Relations Jim Shoemake, Program Specialist Nina Mancina and Encina Middle School Principal Shana Henry, Ed.D., provided an update on the progress of the Encina Middle School development process. Mr. Shoemake provided background information on the process, Ms. Mancina provided an overview of the design process for the 2020-2021 school year and Dr. Henry discussed the recent work and milestones in the process.

Public Comment: [via Zoom]

Rebecca Mackin made comments about the physical separation of the high school and middle school campuses.

Mr. Hernandez welcomed Dr. Henry and stated he enjoyed previously speaking with her and hearing her vision for Encina Middle School. Ms. Costa shared that she also enjoyed talking with Dr. Henry to hear her ideas and share thinking with her. Ms. Costa also posed questions about the composition of the site-based design team, which Ms. Mancina addressed,

and if the team would have input on the facility design, which Mr. Shoemake explained that the instructional model would drive the facility design, with input from site staff, students and community members. Ms. Creason thanked Ms. Mancina for all of her work and recognized how wonderful it was to get to know Dr. Henry. Ms. Creason asked for clarification regarding facility projects at Encina, which Mr. Shoemake explained was still in the discussion phase. Superintendent Kern commented that the instructional program would drive the needs of the facility. Dr. McKibbin inquired about the work of the West End Advisory Group and if feeder schools have been included in the process, which Ms. Mancina and Dr. Henry explained some of the previous and current outreach efforts that has taken place with the three feeder schools. Ms. Villescaz thanked Dr. Henry for her leadership and she acknowledged the desire to ensure the process is site-driven but hopes that the site staff feels supported with their decision-making efforts so progress can continue forward.

New Board Policy 0415 – Equity (I-3)

Assistant Superintendent Debra Calvin, Ed.D., introduced Director of Equity and Student Achievement Diana Marshall and Coordinator of Equity and Student Achievement Lori Vine who presented newly proposed Board Policy 0415 regarding equity. Ms. Marshall outlined the process which took place to develop the policy and Ms. Vine shared how the board policy and San Juan 8 Point Commitment to Educational Justice are aligned.

Public Comments: [via Zoom]

D Fitzs stated the item lacked transparency and she would be requesting additional information.

Marina Gabel made comments about the San Juan 8 Point Commitment to Educational Justice and the teaching of social justice standards.

After public comment, Ms. Villescaz invited board members to speak. Mr. Hernandez thanked the equity department for its work. Ms. Costa echoed thanks to the equity department for its work, which she said has been comprehensive and well thought out. Ms. Creason expressed her appreciation for the time and energy it has taken to get to this point and for the willingness to have hard conversations about the subject. Dr. McKibbin thanked the equity department for its work, including having courageous conversations and making significant changes that we can all be proud of. Ms. Villescaz thanked staff for bringing this forward and expressed appreciation for the district constantly evolving and making progress. Superintendent Kern thanked the board for supporting the work related to equity, which continues to be a focus for the district. Action was scheduled for November 17.

Public Agency Retirement Services (PARS) Supplementary Retirement Plan (I-4)

Assistant Superintendent of Human Resources Paul Oropallo presented the topic. Superintendent Kern provided additional context on the item, noting that approval of this resolution would authorize the district to further explore the feasibility of offering the plan and identify which bargaining groups might meet the required threshold. Ms. Costa stated she believes this plan could be fiscally beneficial, with future financial challenges on the horizon, and she sees the decision to evaluate PARS within each bargaining group as a positive.

It was moved by Mr. Hernandez, seconded by Dr. McKibbin, to adopt Resolution No. 3010 approving the PARS supplementary retirement plan for certificated non-management, certificated management, classified non-management, classified management and confidential employees. MOTION CARRIED UNANIMOUSLY [Villescaz, McKibbin, Creason, Costa, Hernandez].

Variable Term Waivers (I-5)

Mr. Oropallo presented the topic. It was moved by Ms. Costa, seconded by Mr. Hernandez, to approve the submission of seven Variable Term Waivers to the California Commission on Teacher Credentialing. MOTION CARRIED UNANIMOUSLY [Villescaz, McKibbin, Creason, Costa, Hernandez].

Assignment of Teachers Outside Regular Base Credential (I-6)

Mr. Oropallo presented the topic.

Public Comment: [via Zoom]

D Fitzs stated the item lacked transparency and she does not agree with it.

It was moved by Dr. McKibbin, seconded by Ms. Creason, to adopt Resolution No. 3011 authorizing the assignment of certificated employees to areas outside their authorized credential during the 2020-2021 school year per Education Code sections 44256(b), 44258.2, 44263 and 44865. MOTION CARRIED UNANIMOUSLY [Villescaz, McKibbin, Creason, Costa, Hernandez].

District Committee Members Code of Conduct (I-7)

Superintendent Kern introduced the topic, explaining that the board liaisons to the Local Control and Accountability Plan Parent Advisory Committee (LCAP PAC) expressed an interest in establishing a code of conduct policy for committee members and a districtwide policy on the use of social media. Ms. Creason spoke about staff and teachers working collaboratively to develop a policy that establishes rules and parameters to keep students safe, and not feeling uncomfortable due to the adult use of social media, without impeding staff and student relationships. Dr. McKibbin explained that a policy would provide for a better footing than what is in place right now, and it would allow any future concerns or complaints to be addressed more effectively than in the past. Superintendent Kern confirmed the policy would not be implemented retroactively.

After hearing no requests for public comment, Ms. Villescaz invited board members to speak. Mr. Hernandez supports having a districtwide policy and, once established, would like to see it clearly communicated to everyone. Ms. Costa shared that she sees this as an opportunity to have each committee discuss the topic at its annual orientation meeting in September, and she noted that CSBA has numerous resources to draw upon to help with the development of the policy. Ms. Villescaz stated she looks forward to seeing future progress on this item, as it is more critical than ever to protect students in this environment.

Board Reports (J)

Mr. Hernandez stated he enjoyed touring the new Career Technical Education building at Del Campo High School, which will be ready in December.

Ms. Costa shared that she attended the recent Curriculum and Standards Committee meeting, the District English Language Advisory Committee (DELAC) meeting, noting that she was impressed with the resiliency of parents and staff during the translation process, and the Special Education Parent Workshop, which focused on strategies to get students ready for the return to in-person learning.

Ms. Creason applauded the creativity of teachers and staff who have worked to engage students in social interactions, and she gave a shout-out to schools who are hosting small group and 1:1 social-emotional counseling sessions and acknowledged the efforts of the Special Education Community Advisory Committee.

Dr. McKibbin shared a poignant story of a bus driver working on a landscaping project at Pasteur Middle School, stating that he was impressed with the classified employees who are doing work outside of their regular classifications during the pandemic. Superintendent Kern commended Teamsters on the side letter of agreement.

Ms. Villescaz reported on a number of items that she took part in including the presentation of the \$50,000 contribution to the San Juan Education Foundation from the Sacramento Republic FC Foundation and Micron Technology to aid in eliminating the difficulties of distance learning during the pandemic; a virtual dance party at Greer Elementary School; the signing of the final bond documents last Friday; engaging as a participant in the Muslim Transition Age Youth Advocacy Group Town Hall, which addressed de-stigmatizing mental health for Muslim youth; joining the Meraki High School/Fair Oaks Rotary mentorship program and visiting classes via Zoom at Rio Americano High School, Encina Preparatory High School and Churchill Middle School.

Future Agenda (K)

Ms. Villescaz requested a future update on the transition to by-district elections.

Visitor Comments (L)

[via electronic comment form, and read aloud by Deputy Superintendent Melissa Bassanelli]:
Tima Burgess thanked the board for delaying the start of school until January.

Adjournment (M)

At 9:46 p.m., there being no further business, the regular meeting was adjourned.

Paula Villescaz, President

Kent Kern, Executive Secretary

Approved: _____
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HUMAN RESOURCES

The following reports are submitted for board approval

| Personnel Pages | Page # |
|--|--------|
| Appointments | |
| Management | |
| Certificated | 1 |
| Classified | 1 |
| | |
| Leaves of Absence | |
| Management | |
| Certificated | 1 |
| Classified | |
| | |
| Separations | |
| Management | |
| Certificated | |
| Classified | 1 |
| | |
| Pre-Retirement Reduced Workload | |
| | |
| Reassignments/Change in Work Year | |
| | |
| Errata | |
| | |
| Job Description/Salary Range Change | |
| Management | |
| Certificated | |
| Classified | |
| Unrepresented | |
| | |
| Cabinet Contracts/Extension of Contract | |
| | |
| Recommendation to Extend A District Intern Credential | |
| Certificated | |
| | |
| Credential Approval Recommendations | |
| Certificated | |
| | |
| Charter School Personnel Actions | |
| Choices | |
| | |

Agenda for the November 17, 2020 Board Meeting

1. APPOINTMENTS

CERTIFIED

| Type | Name | Status | Assignment | Location | Effective Date (s) |
|----------|-------------------|--------|----------------------|-----------------------|--------------------|
| New Hire | Amelio, Zachariah | Temp | Teacher Kindergarten | Arlington Heights ECE | 11/09/20 05/26/21 |
| New Hire | Hamilton, Kathy | Temp | Teacher Grade 9/12 | Rio Americano | 10/09/20 01/04/21 |

CLASSIFIED

| Type | Name | Status | Assignment | Location | Effective Date (s) |
|----------|--------------------------|--------|------------------------------|----------------------------|--------------------|
| New Hire | Brown, Adam | Prob | Groundskeeper/Gardener | Maintenance and Operations | 10/19/20 |
| New Hire | Cook, Jakob | Prob | Groundskeeper/Gardener | Maintenance and Operations | 10/13/20 |
| New Hire | Cornfield, Daniel | Prob | Custodian | Dyer-Kelly | 10/29/20 |
| New Hire | Ebrahim Khel, Najebullah | Prob | Inst Assist-Bilingual-Pashto | Howe Avenue | 11/03/20 |
| New Hire | Erlikh, Dmytro | Prob | Custodian | Mira Loma | 10/19/20 |
| New Hire | Hart, Tamara | Prob | Clerk | Pershing | 10/26/20 |
| New Hire | Mariona, Anthony | Prob | Intermediate Clerk Typist | Early Childhood Education | 11/07/20 |
| New Hire | Martinez, Caleb | Prob | Intermediate Clerk Typist | Maintenance and Operations | 11/09/20 |
| New Hire | Obaidi, Mohammad | Prob | Inst Assist-Bilingual-Farsi | Encina | 11/04/20 |
| New Hire | Terrill, Mark | Prob | Custodian | Del Paso Manor | 11/03/20 |

2. LEAVES OF ABSENCE

CERTIFIED

| Type | Name | Status | Assignment | Location | Effective Date (s) |
|--------|-----------------|--------|-----------------|----------|--------------------|
| Unpaid | Rector, Kathryn | Perm | Teacher Grade 4 | Edison | 10/27/20 06/09/21 |

3. SEPARATIONS

CLASSIFIED

| Type | Name | Status | Assignment | Location | Effective Date (s) |
|-------------|-----------------|--------|-------------------------------|----------------------------|--------------------|
| Resignation | Ellison, Travis | Perm | Instructional Assistant III | Mesa Verde | 11/06/20 |
| Resignation | Johns, Nancy | Prob | Nutrition Services Worker | Encina | 09/17/20 |
| Resignation | Kimzey, Lori | Perm | Secretary | LSC Region 2 @ Barrett | 10/30/20 |
| Resignation | Largo, Kevin | Perm | Instructional Assistant III | Carnegie | 11/06/20 |
| Resignation | Leighton, Mary | Perm | Nutrition Service Worker I | Mira Loma | 06/09/20 |
| Resignation | Nobes, Maryann | Prob | Instructional Assistant III | Garfield | 10/30/20 |
| Resignation | Pimentel, Maria | Prob | Inst Assist-Bilingual-Spanish | Kingswood | 10/22/20 |
| Resignation | Sanchez, Mabel | Perm | Adm/Family Services Tech | Central Enrollment | 11/04/20 |
| Resignation | Velasco, Sonia | Perm | Instructional Assistant III | Whitney Avenue | 10/23/20 |
| Retirement | Pearce, Charles | Perm | M&O Work Order Technician | Maintenance and Operations | 09/27/20 |
| Termination | Byron, Amanda | Perm | School Playground Rec Aide | Cameron Ranch | 08/18/20 |
| Termination | Joseph, Cathy | Perm | Campus Monitor | Barrett | 09/22/20 |
| Termination | Zotovich, Missy | Perm | School Playground Rec Aide | Cameron Ranch | 08/18/20 |

**SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

AGENDA ITEM: G-2
MEETING DATE: 11/17/2020

APPROVED: KS KH
Kent Stephens

Purchasing Contracts Report

The following reports are submitted for board approval/ratification:

| | Inc | Page # |
|--------------------------------------|-----|--------|
| Purchase Orders & Service Agreements | ✓ | 1 |
| Change Orders | ✓ | 2 |
| Construction & Public Works Bids | ✓ | 3 |
| Piggyback Contracts | ✓ | 4 |
| Zero Dollar Contract | NA | |
| Bids/RFPs | NA | |
| Other | NA | |
| ERRATA | NA | |



Purchasing Contracts Board Report
Purchase Orders, Service Agreements, and Awards

October 14, 2020 - November 4, 2020

| PO# | Date | Vendor Name | Description | Amount \$ | Site/ Department |
|--------|------------|---------------|--|---------------|-----------------------------------|
| TBD | 11/2/2020 | Amazon | COVID supplies | \$ 100,000.00 | 212 - M&O |
| 102909 | 10/20/2020 | CDW | Video conferencing | \$ 114,107.25 | 240 - Technology |
| 102720 | 10/20/2020 | Raquel Riegos | Supplemental instruction to eligible NPS Title 1 students and parent involvement activities. Term: 10/1/2020 - 9/30/2021 | \$ 15,000.00 | 304 - Student Learning Assistance |
| 102717 | 10/20/2020 | MacLeod Watts | Actuarial report preparation. Term: 9/29/2020 - 6/30/2022 | \$ 17,000.00 | 224 - Human Resources |
| 102719 | 10/20/2020 | Blackboard | District messaging for teachers/staff/student/parents. Term 1: 10/1/2020- 6/30/2021 \$9,762 Term 2: 7/1/2021 - 6/30/2022 \$39,014 Term 3: 7/1/2022 - 6/30/2023 \$39,014 | \$ 87,790.00 | 030 - Community Relations |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |



Purchasing Contracts Board Report
Change Orders/Amendments for Items \$95,200

October 14, 2020 - November 4, 2020

Change Orders

| PO# | Date | Vendor Name | Description | Original PO Amount \$ | Previous Approved C/O Totals \$ | Current C/O for Approval Amount \$ | New Contract Amount \$ | Responsibility |
|--------|------------|---------------------|--|-----------------------|---------------------------------|------------------------------------|------------------------|------------------|
| 6484 | 10/23/2020 | Campbell Keller | C/O #1 additional furniture for Del Campo MOD (CTE) project 207-9495-N1 | \$ 209,706.45 | \$ - | \$ 1,957.00 | \$ 211,663.45 | 216 - Facilities |
| 7077 | 10/27/2020 | Miracle Play System | C/O #1 additional for Ralph Richardson L&I project 149-9449-J1 | \$ 165,182.13 | \$ - | \$ 1,009.00 | \$ 166,191.13 | 216 - Facilities |
| 102271 | 10/9/2020 | Campbell Keller | C/O #2 Additional furniture for Cowan project 109-9306-J1 piggyback contract | \$ 174,059.10 | \$ 105,051.97 | \$ 7,476.35 | \$ 286,587.42 | 216 - Facilities |
| | | | | | | | \$ - | |

Service Agreement Change Orders

| PO# | Date | Vendor Name | Description | Original PO Amount \$ | Previous Approved C/O Totals \$ | Current C/O for Approval Amount \$ | New Contract Amount \$ | Responsibility |
|-----|------|-------------|-------------|-----------------------|---------------------------------|------------------------------------|------------------------|----------------|
| | | | | | | | | |

Contract Consultant Amendments/Change Orders

| PO# | Date | Vendor Name | Description | Original PO Amount \$ | Previous Approved C/O Totals \$ | Current C/O for Approval Amount \$ | New Contract Amount \$ | Responsibility |
|--------|------------|--|---|-----------------------|---------------------------------|------------------------------------|------------------------|------------------|
| 807138 | 10/21/2020 | BCA Architects | C/O #1 Extended construction schedule on Encina Outdoor Learning CRT Building project 202-9513- N1 | \$ 104,500.00 | \$ 67,979.00 | \$ 7,752.00 | \$ 180,231.00 | 216 - Facilities |
| 807261 | 10/23/2020 | BCA Architects | C/O #5 Extended construction schedule on Mira Loma Outdoor Learning CRT Building project 205-9513- N1 | \$ 104,500.00 | \$ 63,427.00 | \$ 11,277.00 | \$ 179,204.00 | 216 - Facilities |
| 6818 | 11/2/2020 | Verde Design | C/O #4 Additional design for Mesa Verde Outdoor Learning CRT building project 210-9513-P1 | \$ 675,605.00 | \$ (167,751.00) | \$ 20,872.00 | \$ 528,726.00 | 216 - Facilities |
| 903998 | 11/3/2020 | Innovative Construction Services, Inc. | C/O #3 Extending construction schedule on Winterstein MOD 153-9495-P1 project | \$ 270,331.00 | \$ 199,685.00 | \$ 69,472.50 | \$ 539,488.50 | 216 - Facilities |
| | | | | | | | \$ - | |

General Contract Change Orders

| PO# | Date | Vendor Name | Description | Original PO Amount \$ | Previous Approved C/O Totals \$ | Current C/O for Approval Amount \$ | New Contract Amount \$ | Responsibility |
|------|-----------|------------------------|---|-----------------------|---------------------------------|------------------------------------|------------------------|------------------|
| 1837 | 11/2/2020 | Z Squared Construction | C/O #3 CCD 20-77 cash allowance increase to \$950,000.00 for unforeseen items. All unused portions of the allowance will be deducted from the contract through a change order | \$ 4,624,000.00 | \$ 719,589.00 | \$ 250,000.00 | \$ 5,593,589.00 | 216 - Facilities |
| | | | | | | | \$ - | |



**Purchasing Contracts Board Report
Construction and Public Works Bids and Contracts**

October 14, 2020 - November 4, 2020

Upon evaluation of the bids/contracts staff has awarded the following in accordance with all legal guidelines.

General Contract

| Fund | Date | PO# | Bid # | Vendor Name | Description | Amount \$ | Responsibility |
|------|------|-----|-------|-------------|-------------|-----------|----------------|
| | | | | | | | |

Other Contracts

| Fund | Date | PO# | Bid # | Vendor Name | Description | Amount \$ | Responsibility |
|------|------------|-----|-----------|------------------------------------|--|---------------|------------------|
| 23 | 10/30/2020 | TBD | Piggyback | Campbell Keller | Site wide furniture for Mission | \$ 366,630.15 | 216 - Facilities |
| 26 | 11/2/2020 | TBD | 16-132 | Vanir Construction Management, Inc | Construction management fees for San Juan Outdoor Learning 204-9513-P1 project | \$ 150,000.00 | 216 - Facilities |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

New Addendum to Master Agreements

| Fund | Date | PO# | Bid # | Vendor Name | Description | Amount \$ | Responsibility |
|------|------------|-----|--------|--------------------|---|---------------|------------------|
| 26 | 10/26/2020 | TBD | 16-132 | KMM Services, Inc. | Construction Management for multi district campuses HVAC/EMS controller upgrade project 392-9332-P1 | \$ 134,500.00 | 216 - Facilities |



Purchasing Contracts Board Report
Board Pre-Approval
Piggyback Contracts

October 14, 2020 - November 4, 2020

Staff has determined that purchasing through contracts issued by various state agencies within the State of California will save administrative time and expense, provide favorable pricing, and will be in the best interests of the District. District staff is requesting the Board of Education's authorization to piggyback on the approved bids in accordance with Public Contract Code Section 20118.

| Fund | Date | PO# | Piggyback #, Title | Vendor Name | Description | Term |
|------|-----------|-----|--|--|---|-------------------------|
| N/A | 11/3/2020 | N/A | Sourcewell NJPA Contract #030817 - JHN | Johnson Controls, Inc Johnson Controls Fire Protection LP | HVAC Systems, Installation, and service with related product & supplies | 05/08/2017 - 05/08/2022 |
| | | | | | | |
| | | | | | | |

**SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

**AGENDA ITEM: G-3
MEETING DATE: 11/17/2020**

APPROVED: KS KK
Kent Stephens

Business and Financial Report

The following reports are submitted for board approval/ratification:

| | Inc | Page # |
|-----------------------------|-----|--------|
| Easements/Leases | | |
| Notices of Completion | ✓ | 1 |
| Quarterly Investment Report | ✓ | 2 |
| Warrants & Payroll | | |
| Budget Revisions | | |
| E-Rate | | |
| ERRATA | | |

Notices of Completion - Board of Education

| CONTRACTOR | PROJECT | DATE OF ACCEPTANCE | DATE RECORDED |
|------------------------|--|---------------------------|----------------------|
| Citadel Electric, Inc. | PO# 003189 Provide all labor, materials, equipment, tools, transportation and incidentals to provide district wide tech service, voice over IP system at: Arden MS, Bella Vista HS, Carnegie MS, Carriage ES, Charles Peck ES, Coyle Ave ES, Del Campo HS, Grand Oaks ES, Holst La Vista Campus, Kenneth Ave Annex, Kingswood ES, Mariposa ES, Mesa Verde HS, Pasteur MS, San Juan HS, Sunrise Tech Center, Sylvan MS, Trajan ES, Will Rogers MS, Woodside K-8 located in the San Juan Unified School District. Vendor: Citadel Electric, Inc. | 10/05/2020 | 10/13/2020 |

QUARTERLY INVESTMENT REPORT

AS OF SEPTEMBER 30, 2020

| DESCRIPTION | TOTAL | INTEREST YIELD |
|--|-------------|----------------|
| CASH IN COUNTY TREASURY-OPERATIONAL FUNDS | 178,546,873 | 1.11% |
| COUNTY OF SACRAMENTO-G. O. BONDS | | |
| Measure J - Series 2011 | 4,745,783 | 2.01% |
| Measure J - Series 2017 (Building Fund) | 2,114,000 | 0.09% |
| Measure N - Series 2019 (Building Fund) | 16,850,000 | 0.09% |
| Measure N - Series 2019 (Debt Service) | 2,830,000 | 0.09% |
| Measure P - Series 2019 (Building Fund) | 8,640,000 | 0.09% |
| Measure P - Series 2019 (Debt Service) | 759,000 | 0.93% |

NOTE:

Earnings are based on average balances.

SUMMARY

The investment portfolio complies with the District's investment policy to maintain the liquidity and safety of District funds while maintaining the maximum yield.

**SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

AGENDA ITEM: G-5

MEETING DATE: 11/17/2020

SUBJECT: Surplus Property

CHECK ONE:

- For Discussion:
For Action:
Report:
Workshop:
Recognition:
Emergency Action:

DEPARTMENT: Business Support Services

ACTION REQUESTED:

The superintendent is recommending that the board approve the disposal of surplus property pursuant to Board Policy 3270.

RATIONALE/BACKGROUND:

The governing board recognizes that the district may own personal property which is unusable, obsolete, or no longer needed by the district. The superintendent or designee shall arrange for the sale or disposal of district personal property in accordance with board policy and the requirements or state law.

The superintendent or designee shall identify to the board all items not needed by the district together with their estimated value and a recommended disposition.

ATTACHMENT(S):

A: List of Surplus Property

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 11/09/2020

FISCAL IMPACT:

Current Budget: \$ _____ N/A

Additional Budget: \$ _____ N/A

Funding Source: _____ N/A

(unrestricted base, supplemental, other restricted, etc.)

Current Year Only Ongoing

LCAP/STRATEGIC PLAN:

Goal: _____ N/A Focus: _____ N/A

Action: _____ N/A

Strategic Plan: _____ N/A

PREPARED BY:

Susan Kane, Director, Business Support Services
Kent Stephens, Deputy Superintendent *KS*

APPROVED BY:

Kent Kern, Superintendent of Schools *KK*

Board of Education Agenda Item
Surplus Property

November 17th Meeting Date

The following District property is unusable, obsolete, or no longer needed. The items are to be disposed of by sale, recycled, donated, or discarded as required by Board Policy 3270 Education Code 17545 and 17546.

| Location/Site | Make | Model | Description | Serial # | Disposition |
|----------------------|-------------|--------------|--|--------------------|--------------------|
| Arcade | | | Furniture- large items and some smaller items | | Discarded |
| Arcade | | | Large Rock Climbing Wall w/trailer | | Recycled |
| Arlington | | | 3 Large book shelves, 6 large tables, 4 stacks of chairs | | Recycled |
| Cambridge | Samsung | Chromebook | Laptop | 130018109 | Ewaste |
| Cambridge | Samsung | Chromebook | Laptop | 130017889 | Ewaste |
| Cambridge | Samsung | Chromebook | Laptop | 130017778 | Ewaste |
| Cambridge | Samsung | Chromebook | Laptop | 17880 | Ewaste |
| Cambridge | Samsung | Chromebook | Laptop | 17893 | Ewaste |
| Cambridge | Samsung | Chromebook | Laptop | 17883 | Ewaste |
| Cambridge | Samsung | Chromebook | Laptop | 17878 | Ewaste |
| Cambridge | Samsung | Chromebook | Laptop | 17885 | Ewaste |
| Cambridge | Samsung | Chromebook | Laptop | 17777 | Ewaste |
| Cambridge | Samsung | Chromebook | Laptop | 17679 | Ewaste |
| Cambridge | Samsung | Chromebook | Laptop | 17769 | Ewaste |
| Cambridge | Samsung | Chromebook | Laptop | 17775 | Ewaste |
| Cambridge | Samsung | Chromebook | Laptop | 17772 | Ewaste |
| Cambridge | Samsung | Chromebook | Laptop | 17890 | Ewaste |
| Cambridge | Samsung | Chromebook | Laptop | 17884 | Ewaste |
| Cambridge | Samsung | Chromebook | Laptop | 17881 | Ewaste |
| Cambridge | Samsung | Chromebook | Laptop | 17781 | Ewaste |
| Cambridge | Samsung | Chromebook | Laptop | 17773 | Ewaste |
| Cambridge | Samsung | Chromebook | Laptop | 130017756 | Ewaste |
| Cambridge | Samsung | Chromebook | Laptop | 1300017887 | Ewaste |
| Cambridge | Samsung | Chromebook | Laptop | 1300017882 | Ewaste |
| Cambridge | Samsung | Chromebook | Laptop | 1300017770 | Ewaste |
| Cambridge | Samsung | Chromebook | Laptop | 1300017754 | Ewaste |
| Cambridge | Samsung | Chromebook | Laptop | 1300017876 | Ewaste |
| Cambridge | Samsung | Chromebook | Laptop | 1300017891 | Ewaste |
| Cambridge | Samsung | Chromebook | Laptop | 1300017886 | Ewaste |
| Cambridge | Samsung | Chromebook | Laptop | 1300017875 | Ewaste |
| Cambridge | Samsung | Chromebook | Laptop | 10005763 | Ewaste |
| Cambridge | Samsung | Chromebook | Laptop | 10005776 | Ewaste |
| Cambridge | | | 87 Boxes of Instructional Materials | | Recycled |
| Carmichael | | | 5 Boxes of Instructional Materials | | Recycled |
| Cowan | Sharp | | TV | | Ewaste |
| Cowan | Aquos | | TV | 70LE661U 603914885 | Ewaste |
| Cowan | Ilo | DTV2794B | TV | 6521014962 | Ewaste |
| Cowan | Ilo | DTV2794B | TV | 6527033425 | Ewaste |
| Cowan | Toshiba | CF32H40 | TV | 94667450 | Ewaste |
| Cowan | Pioneer | | CD CDV LD Player | V2800 PF3904418 | Ewaste |
| Cowan | HP | | Printer | CB410A VND3N22921 | Ewaste |
| Dyer Kelly | Kyocera | Copystar | Copier/Printer | 602879 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10003289 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10003267 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10003293 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10009716 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10009924 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10009686 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10008274 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10009711 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10009688 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10005563 | Ewaste |

The following District property is unusable, obsolete, or no longer needed. The items are to be disposed of by sale, recycled, donated, or discarded as required by Board Policy 3270 Education Code 17545 and 17546.

| Location/Site | Make | Model | Description | Serial # | Disposition |
|---------------|-----------|------------|-------------|----------|-------------|
| Lichen | Acer C720 | Chromebook | Laptop | 10006655 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10009671 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10009665 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10009706 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10009666 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10009673 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10009676 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10009674 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10009655 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10003242 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10009701 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10009687 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10005559 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10009695 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10008178 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10009684 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10009651 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10008277 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10003243 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10008295 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10009683 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10009654 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10009705 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10008282 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10009797 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10009799 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10009722 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10009707 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10009697 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10009675 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10008280 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10009720 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10009678 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10003292 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10008275 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10008177 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10008290 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10009670 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10003297 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10003256 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10008276 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10009691 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10009696 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10009717 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10003254 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10005552 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10009700 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10003287 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10009702 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10008284 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10009719 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10009710 | Ewaste |

Board of Education Agenda Item**Surplus Property**

November 17th Meeting Date

The following District property is unusable, obsolete, or no longer needed. The items are to be disposed of by sale, recycled, donated, or discarded as required by Board Policy 3270 Education Code 17545 and 17546.

| Location/Site | Make | Model | Description | Serial # | Disposition |
|----------------------|-------------|--------------|--------------------|-----------------|--------------------|
| Lichen | Acer C720 | Chromebook | Laptop | 10009718 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10009650 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10008293 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10008179 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10009681 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10008287 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10009685 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10003299 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10003245 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10008283 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10009690 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10009798 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10005551 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10005541 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10005553 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10001324 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10005565 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10009714 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10005564 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10005550 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10005558 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10005546 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10009658 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10005569 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10006836 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10007335 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10003255 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10018350 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10005562 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10008296 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10005561 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10005554 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10008273 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10005539 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10008288 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10008285 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10008279 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10005543 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10005549 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10005570 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10005567 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10005568 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10008289 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10003258 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10003253 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10003288 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10007118 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10003278 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10003268 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10009724 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10009668 | Ewaste |

Board of Education Agenda Item
Surplus Property

November 17th Meeting Date

The following District property is unusable, obsolete, or no longer needed. The items are to be disposed of by sale, recycled, donated, or discarded as required by Board Policy 3270 Education Code 17545 and 17546.

| Location/Site | Make | Model | Description | Serial # | Disposition |
|----------------------|-------------|-----------------|--|-----------------|--------------------|
| Lichen | Acer C720 | Chromebook | Laptop | 10003286 | Ewaste |
| Lichen | Acer C720 | Chromebook | Laptop | 10009657 | Ewaste |
| Lichen | | | Surplus Envision Math (42) boxes and Obsolete Material (7) boxes | | Recycled |
| Oakview | Apple | iMac | Monitor | B915AWXG3H | Ewaste |
| Oakview | Toshiba | | DVD-VCR | BCB908173086A | Ewaste |
| Oakview | PacBell | | Phone | S1703599090 | Ewaste |
| Oakview | 3M | 1895 | Overhead Projector | 18204923 | Ewaste |
| Oakview | Zenith | | TV | 421-14450032 | Ewaste |
| Oakview | HP | Deskjet 5650 | Printer | MY5A45P1Z1 | Ewaste |
| Oakview | HP | Officejet 6600a | Printer | SNPRC-1004-01 | Ewaste |
| Oakview | HP | Deskjet 5650 | Printer | MY71809115 | Ewaste |
| Oakview | 3M | 1700 | Overhead Projector | S171034678 | Ewaste |
| Oakview | 3M | 1895 | Overhead Projector | 18159699 | Ewaste |
| Oakview | Elmo | | Projector | 20192351 | Ewaste |
| Oakview | HP | Officejet 6110 | Printer | 20192391 | Ewaste |
| Oakview | Zenith | | TV | 422-03450295 | Ewaste |
| Oakview | Zenith | | TV | 421-14450023 | Ewaste |
| Oakview | Zenith | | TV | 722-16121286 | Ewaste |
| Oakview | Zenith | | TV | 422-14250450 | Ewaste |
| Oakview | Zenith | | TV | 422-03450299 | Ewaste |
| Pasadena | | | Printer | CNBRC67781 | Ewaste |
| Pasadena | | | Projector | 351090682 | Ewaste |
| Pasadena | | | Phone | 108209065 | Ewaste |
| Pasadena | | | Projector | NP215 0700526EF | Ewaste |
| Pasadena | | | Mountable Projector | 20184211 | Ewaste |
| Pasadena | | | Printer | 20186528 | Ewaste |
| Pasadena | | | Promethean Board | 20186637 | Ewaste |
| Pasadena | | | Promethean Board | C1101140334 | Ewaste |
| Pasadena | | | Promethean Board | 20184178 | Ewaste |
| Pasadena | | | Printer | 20188221 | Ewaste |
| Pasadena | | | Elmo | 20184179 | Ewaste |
| Pasadena | | | Elmo | 20184202 | Ewaste |
| Pasadena | | | Elmo | 20186682 | Ewaste |
| Pasadena | Apple | Macbook | Laptop | 451053RUFYN | Ewaste |
| Pasadena | | | Laptop | 700004406 | Ewaste |
| Pasadena | | | Laptop | 20188220 | Ewaste |
| Pasadena | | | Laptop | 1100013451 | Ewaste |
| Pasadena | | | Laptop | 20188215 | Ewaste |
| Pasadena | | | Laptop | 11000013446 | Ewaste |
| Pasadena | | | Printer | 20188194 | Ewaste |
| Pasadena | | | 2 DVD players, 4 radios, 1 TV, 2 VHS | K6KN01743 | Ewaste |
| Pasadena | | | Bag of promethean cords/controllers | | Ewaste |
| Pasadena | | | 3 Projectors, box of cords/remotes | | Ewaste |
| Pasadena | | | Projector | 20186638 | Ewaste |
| Pasadena | | | Paper Shredder, keyboard & mice | | Ewaste |
| Pasadena | | | LED Controller | 41257500 | Ewaste |
| Pasadena | | | Walkie Talkies, charger | 097525E0203 | Ewaste |
| Pasadena | | | Laptop | 600002243 | Ewaste |
| Pasadena | | | Laptop | 1100013593 | Ewaste |
| Pasadena | Apple | Macbook | Laptop | 45019G3Cfyn | Ewaste |

Board of Education Agenda Item**Surplus Property**

November 17th Meeting Date

The following District property is unusable, obsolete, or no longer needed. The items are to be disposed of by sale, recycled, donated, or discarded as required by Board Policy 3270 Education Code 17545 and 17546.

| Location/Site | Make | Model | Description | Serial # | Disposition |
|--------------------------|-------------|--------------|---|---------------------|--------------------|
| Pasadena | Apple | Macbook | Laptop | 451053qtfyn | Ewaste |
| Pasadena | | | Laptop | 1100013468 | Ewaste |
| Pasadena | | | Printer | 20186531 | Ewaste |
| Pasadena | | | Computer tower | 00045 438 920 899 | Ewaste |
| Pasadena | | | Monitor | KR02049967 | Ewaste |
| Pasadena | | | Monitor | CN20232084 | Ewaste |
| Pasadena | | | Computer tower | 700005359 | Ewaste |
| Pasadena | | | TV | V3100674611 | Ewaste |
| Pasadena | | | TV | 621 64430676 | Ewaste |
| Pasadena | | | TV | 6032349163 | Ewaste |
| Pasadena | | | TV | 10128336 | Ewaste |
| Pasadena | | | Mountable Projector | 20183291 | Ewaste |
| Pasadena | | | Computer Monitor | 1100014891 | Ewaste |
| Pasadena | | | Printer | 20188206 | Ewaste |
| Pasadena | | | Box full of electronics | | Ewaste |
| Pasadena | | | 4 Boxes of Think and Go Phonics | | Ewaste |
| Pasadena | | | Box of leapfrogs pads | | Ewaste |
| Pasadena | | | Skillmaster | 403139 | Ewaste |
| Pasadena | | | Skillmaster | 402862 | Ewaste |
| Pasadena | | | Skillmaster | 402834 | Ewaste |
| Pasadena | | | Skillmaster | 402864 | Ewaste |
| Pasadena | | | Printer | 20188715 | Ewaste |
| Pasadena | Apple | Macbook | Laptop | 600002232 | Ewaste |
| Pasadena | Apple | Macbook | Laptop | 1100013458 | Ewaste |
| Pasadena | Apple | Macbook | Laptop | 1100013465 | Ewaste |
| Pasadena | Apple | Macbook | Laptop | 20186681 | Ewaste |
| Pasadena | Apple | Macbook | Laptop | 1100013434 | Ewaste |
| Pasadena | Apple | Macbook | Laptop | 1100013430 | Ewaste |
| Pasadena | Apple | Macbook | Laptop | 1100013449 | Ewaste |
| Pasadena | Apple | Macbook | Laptop | 1100013433 | Ewaste |
| Pasadena | Apple | Macbook | Laptop | 1100013454 | Ewaste |
| Pasadena | Apple | Macbook | Laptop | 1100013470 | Ewaste |
| Pasadena | Apple | Macbook | Laptop | 1100013438 | Ewaste |
| Pasadena | Apple | Macbook | Laptop | 110013437 | Ewaste |
| Pasadena | Apple | Macbook | Laptop | 1200016090/20188216 | Ewaste |
| Pasadena | Apple | Macbook | Laptop | 1100013671/20188217 | Ewaste |
| Pasadena | Apple | Macbook | Laptop | 1100013462/20188218 | Ewaste |
| Pasadena | Apple | Macbook | Laptop | 1100013441/20188214 | Ewaste |
| Student Support Services | | | 4 Boxes of math workbooks / obsolete material | | Recycled |
| Twin Lakes | | | 20 Boxes of old library books | | Recycled |

**SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

AGENDA ITEM: G-6

MEETING DATE: 11/17/2020

SUBJECT: School Plan for Student Achievement (SPSA)

CHECK ONE:

For Discussion:

For Action:

Report:

Workshop:

Recognition:

Emergency Action:

DEPARTMENT: Student Learning Assistance

ACTION REQUESTED:

The superintendent is recommending that the board approve the School Plan for Student Achievement (SPSA) and corresponding budgets for each school site, including those that have been identified for Comprehensive Support and Improvement (CSI).

RATIONALE/BACKGROUND:

San Juan Unified School District schools annually review and revise their school plans based on current data analysis and the latest research using a collaborative process involving members of the school community. Division of Teaching and Learning staff have worked with site leaders to ensure that their plans include a comprehensive needs assessment, stakeholder input and the identification of resource inequities. The SPSA outlines specific strategies for improving student outcomes through goals and actions that are aligned to the district's Strategic Plan and the Local Control and Accountability Plan (LCAP) and comply with federal program regulations. The SPSA provides site leaders and stakeholders with the opportunity to collaborate around goals and actions to mitigate resource inequities and promote equitable student outcome. The SPSA is an additional tool to advance our focus on strategic results.

For school sites identified for Comprehensive Support and Improvement (CSI), as determined by the indicators on the 2019 California School Dashboard, the SPSA also serves as the CSI plan. CSI plans were developed through district, site and community collaborations to address identified areas of need. The CSI identified sites are Howe Avenue Elementary, La Entrada and La Vista. Howe Avenue Elementary was identified for support due to academic performance on 2018-2019 state testing. La Entrada and La Vista were identified for support due to cohort graduation rates.

Following anticipated approval by the board, plans will be posted online to enhance communication and transparency for parents and community members. The SPSA will be translated for schools having a population of 15% or more of a particular language as required by the California Department of Education.

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 11/09/2020

FISCAL IMPACT:

Current Budget: \$ 27,392,744

Additional Budget: \$ N/A

Funding Source: Supplemental

(Title I, and LCFF Supplemental)

Current Year Only Ongoing

LCAP/STRATEGIC PLAN:

Goal: 1 Focus: 7

Action: Measurable Outcomes

Strategic Plan: N/A

PREPARED BY: Gwyn Dellinger, Program Manager, Title I
Roxanne Mitchell, Director, Student Learning Assistance

APPROVED BY: Debra Calvin, Ed.D., Assistant Superintendent, Educational Services *DC*
Melissa Bassanelli, Deputy Superintendent, Schools and Student Support *MBS*
Kent Kern, Superintendent of Schools *KK*

**SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

AGENDA ITEM: G-7

MEETING DATE: 11/17/2020

SUBJECT: Contract Between Sacramento County Department of Health Services and SJUSD White House Counseling Center

CHECK ONE:

For Discussion:

For Action:

Report:

Workshop:

Recognition:

Emergency Action:

DEPARTMENT: Division of Teaching and Learning

ACTION REQUESTED:

The superintendent is recommending that the board approve contract no. 7202400-21-197 between Sacramento County Department of Health Services and San Juan Unified School District White House Counseling Center effective 7/1/2020-6/30/2021.

RATIONALE/BACKGROUND:

The proposed contract provides up to \$375,934 per year to the San Juan Unified School District, White House Counseling Center from the Sacramento County Department of Health Services for the reimbursement of providing outpatient school-based mental health services to Medi-Cal eligible students. The service delivery model through White House Counseling Center will be strength-based, culturally responsive, child/youth centered, family driven, developmentally appropriate and evidence-based. Initial services will be provided by existing San Juan Unified School District school-based mental health professionals. Program level goals include serving 275 students per school year to optimize functioning in the community, decrease utilization of inpatient hospitalizations and improve social emotional wellness to support academic success.

ATTACHMENT(S):

A: Contract No. 7202400-21-197

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 11/09/2020

FISCAL IMPACT:

Current Budget: \$ 310,000

Additional Budget: \$ 375,934

Funding Source: Sacramento County Public Health

(Unrestricted Base, Supplemental, other restricted, etc.)

Current Year Only On-going

LCAP/STRATEGIC PLAN:

Goal: 1 Focus: 4,5,6,7

Goal: 2 Focus: 1,2,3,4,5

Strategic Plan: 1,2,4

PREPARED BY: Dominic Covello, Director, Student Support Services

APPROVED BY: Debra Calvin, Ed.D., Assistant Superintendent, Educational Services *DC*

Melissa Bassanelli, Deputy Superintendent, Schools and Student Support *MBS*

Kent Kern, Superintendent of Schools *KK*

COUNTY OF SACRAMENTO

NEGOTIATED RATE AGREEMENT NO. 7202400-21-197

AGREEMENT

THIS AGREEMENT is made and entered into as of this 1st day of July, 2020, by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and SJUSD- WHITE HOUSE COUNSELING CENTER O/P, a political subdivision of the State of California, hereinafter referred to as "CONTRACTOR".

RECITALS

WHEREAS, the Sacramento County Department of Behavioral Health Services desires to provide mental health services to residents of Sacramento County, and

WHEREAS, the Sacramento County Board of Supervisors authorized the Department of Health Services to enter into an Agreement with CONTRACTOR in Resolution Number 2020-0533 approved on August 18, 2020; and

WHEREAS, pursuant to the resolution cited as providing authority to execute this agreement, the Director of the Department of Health Services, or designee, has amendment authority for non-monetary changes, monetary decreases, to terminate and to assign this contract. This authority is limited in regards to monetary increase of the total contract amount by no more than 10% of the total amount the contract or \$25,000, whichever is less; and

WHEREAS, CONTRACTOR has appropriate staffing and facilities to provide mental health services for children residing in Sacramento County, and

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

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

I. SCOPE OF SERVICES

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

II. TERM

This Agreement shall be effective and commence as of the date first written above and shall end on June 30, 2021.

III. NOTICE

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

TO COUNTY

DIRECTOR
Department of Health Services
7001-A East Parkway, Suite 1000
Sacramento, CA 95823-2501

TO CONTRACTOR

SJUSD- White House Counseling Center O/P
3738 Walnut Ave
Carmichael, CA 95608

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

IV. COMPLIANCE WITH LAWS

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

V. GOVERNING LAWS AND JURISDICTION

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

VI. LICENSES, PERMITS, AND CONTRACTUAL GOOD STANDING

- A. CONTRACTOR shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, County of Sacramento, and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.
- B. CONTRACTOR further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

VII. PERFORMANCE STANDARDS

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

VIII. OWNERSHIP OF WORK PRODUCT

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

IX. STATUS OF CONTRACTOR

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. CONTRACTOR's assigned personnel shall not be entitled to any benefits payable to employees of COUNTY. COUNTY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement; and as an independent contractor, CONTRACTOR hereby indemnifies and holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- B. It is further understood and agreed by the parties hereto that CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by CONTRACTOR for accomplishing the results.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, and COUNTY shall have no right or authority over such persons or the terms of such employment.
- D. It is further understood and agreed that as an independent contractor and not an employee of COUNTY, neither CONTRACTOR nor CONTRACTOR's assigned personnel shall have any entitlement as a COUNTY employee, right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever.

CONTRACTOR shall not be covered by workers' compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life, and other insurance programs, or entitled to other fringe benefits payable by COUNTY to employees of COUNTY.

- E. It is further understood and agreed that CONTRACTOR must issue W-2 and 941 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel under the terms and conditions of this Agreement.

X. CONTRACTOR IDENTIFICATION

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

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

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

XII. BENEFITS WAIVER

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

XIII. CONFLICT OF INTEREST

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

XIV. LOBBYING AND UNION ORGANIZATION ACTIVITIES

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

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

- A. CONTRACTOR agrees and assures COUNTY that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color,

religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.

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

XVI. INDEMNIFICATION

- A. To the fullest extent permitted by law, COUNTY and CONTRACTOR, each an indemnifying party, shall defend, indemnify and hold harmless, the other, including their respective governing bodies, officers, directors, employees, and authorized agents and volunteers (each an "Indemnified Party" and collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, expert fees, and reasonable attorneys' fees, resulting from injuries to or death of any person, including employees of either party hereto, and damage to or destruction of any property, or loss of use or reduction in value thereof, including the property of either party hereto, arising out of, pertaining to, or resulting from the acts or omissions of their respective governing bodies, officers, directors, officials, employees, authorized volunteers and agents, and contractors.
- B. It is the intention of the parties that the provisions of this indemnity obligation be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective governing bodies, officers, directors, officials, employees, authorized volunteers and agents, and contractors. It is also the intention of the parties that principles of comparative fault will be followed and each party shall bear the proportionate cost of any Claims attributable to the relative fault of each party, either as an Indemnified Party or as an indemnifying party, as the case may be.
- C. The right to defense and indemnity under this indemnity obligation arises upon occurrence of an event giving rise to a Claim and, thereafter, upon tender in writing to the indemnifying party. Upon receipt of tender, the indemnifying party shall provide prompt written response that it accepts tender. Failure to accept tender may be grounds for termination of the Agreement. The indemnifying party shall control the defense of Indemnified Parties; subject to using counsel reasonably acceptable to the Indemnified Party. Both parties agree to cooperate in the defense of a Claim.
- D. To the extent permitted by law, this indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by the parties.
- E. Nothing in this indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.
- F. The provisions of this indemnity obligation shall survive the expiration or termination of the Agreement.

XVII. INSURANCE OR SELF-INSURANCE

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

XVIII. INFORMATION TECHNOLOGY ASSURANCES

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

XIX. WEB ACCESSIBILITY

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

XX. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by COUNTY in accordance with express provisions in this Agreement.
- B. CONTRACTOR shall submit an invoice on the forms and in accordance with the procedures prescribed by COUNTY on a monthly basis. Invoices shall be submitted to COUNTY no later than the fifteenth (15th) day of the month following the invoice period, and COUNTY shall pay CONTRACTOR within thirty (30) days after receipt of an appropriate and correct invoice.
- C. COUNTY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one (1) month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by COUNTY unless CONTRACTOR has obtained prior written COUNTY approval to the contrary.
- D. CONTRACTOR shall maintain for four (4) years following termination of this Agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.
- E. In the event CONTRACTOR fails to comply with any provisions of this Agreement, COUNTY may withhold payment until such non-compliance has been corrected.

XXI. LEGAL TRAINING INFORMATION

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

XXII. SUBCONTRACTS, ASSIGNMENT

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

XXIII. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

XXIV. SUCCESSORS

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

XXV. TIME

Time is of the essence of this Agreement.

XXVI. INTERPRETATION

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

XXVII. DIRECTOR

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

XXVIII. DISPUTES

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

XXIX. TERMINATION

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

a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.

E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expense obligations to a third party that CONTRACTOR can legally cancel.

XXX. REPORTS

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

XXXI. AUDITS AND RECORDS

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

XXXII. PRIOR AGREEMENTS

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

XXXIII. SEVERABILITY

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

XXXIV. FORCE MAJEURE

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

XXXV. SURVIVAL OF TERMS

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

XXXVI. DUPLICATE COUNTERPARTS

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

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

XXXVII. AUTHORITY TO EXECUTE

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

XXXVIII. DRUG FREE WORKPLACE

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

XXXIX. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

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

XL. CULTURAL AND LINGUISTIC PROFICIENCY

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

XLI. CHARITABLE CHOICE 42 CFR PART 54

CONTRACTOR certifies that if it identified as a faith-based religious organization, and receives direct funding of substance abuse prevention and treatment services under the Substance Abuse Prevention and Treatment Block Grant (SAPT), the Projects for Assistance in Transition from Homelessness (PATH) formula grant program, Substance Abuse and Mental Health Services Administration (SAMSHA), or Temporary Assistance to Needy Families (TANF) discretionary grants that:

1. CONTRACTOR shall adhere to the requirements contained in Title 42, Code of Federal Regulations (CFR) Part 54;
2. CONTRACTOR's services shall be provided in a manner consistent with the Establishment Clause and the Free Exercise Clause of the First Amendment of the United States Constitution (42 CFR § 54.3);
3. If CONTRACTOR offers inherently religious activities, they shall be provided separately, in time or location, from the programs or services for which the organization receives funds from federal, state, or local government sources. Participation in religious activities must be voluntary for program beneficiaries (42 CFR § 54.4);
4. CONTRACTOR shall not expend any federal, state, or local government funds to support any inherently religious activities such as worship, religious instruction, or proselytization (42 CFR § 54.5);
5. CONTRACTOR shall not, in providing program services or engaging in outreach activities under applicable programs, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice (42 CFR § 54.7);
6. CONTRACTOR shall inform program beneficiaries that they may refuse to participate in any religious activities offered by CONTRACTOR;
7. CONTRACTOR shall inform program beneficiaries that, if they object to the religious character of the program, they have the right to a referral to an alternate service provider to which they have no objections (42 CFR § 54.8); and,
8. CONTRACTOR shall, within a reasonable time of learning of a beneficiary's objection to the religious character of the program, refer the program beneficiary to an alternate service provider (42 CFR § 54.8).

If 42 U.S.C. 2000e-1 regarding employment practices is applicable to this Agreement, it shall supersede 42 CFR § 54.7 to the extent that 42 CFR § 54.7 conflicts with 42 U.S.C. 2000e-1.

XLII. ADDITIONAL PROVISIONS

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**COUNTY OF SACRAMENTO, a political subdivision of the SJUSD- WHITE HOUSE COUNSELING CENTER O/P
State of California**

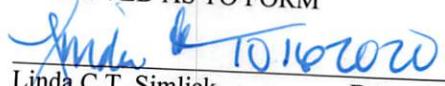
By _____
Peter Beilenson, MD, MPH, Director, Department of Health Services. Approval delegated pursuant to Sacramento County Code Section 2.61.012 (h)

By _____
Debra Calvin, Ed.D, Assistant Superintendent-Ed Services

Date: _____

Date: _____

APPROVED AS TO FORM


Linda C.T. Simlick
General Counsel, SJUSD

Date

CONTRACT AND CONTRACTOR TAX STATUS
REVIEWED AND APPROVED BY COUNTY COUNSEL

By: Diana Ruiz Date: 9/28/2020

**EXHIBIT A to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and
SAN JUAN UNIFIED SCHOOL DISTRICT – WHITE HOUSE COUNSELING CENTER,
hereinafter referred to as "CONTRACTOR"**

SCOPE OF SERVICE: Outpatient School Based Mental Health Services

I. SERVICE LOCATION(S)

Facility Name: San Juan Unified School District-White House Counseling Center
Street Address: 6147 Sutter Avenue
City and Zip Code: Carmichael, California 95608

II. CONTRACT MONITOR

Name and Title: Mental Health Program Coordinator,
Organization: Division of Behavioral Health Services
Street Address: 7001-A East Parkway
City and Zip Codes: Sacramento, CA 95823

III. DESCRIPTION OF SERVICES

- A. **Summary Description:** To provide outpatient school based mental health services to full-scope MediCal eligible students of the San Juan Unified School District. Services are strength-based, culturally responsive, child/youth-centered, family driven, developmentally appropriate, and evidence based. Services are designed to alleviate symptoms and promote social-emotional wellness and behavioral skills necessary to correct or ameliorate mental health conditions that affect quality of life across multiple domains (e.g. home, school, community). Services will include family voice and choice and be provided in collaboration with child serving systems, agencies and other individuals involved with the student (such as probation, child welfare, health care, etc.). Services will begin with the goal of wellness.
- B. **Program Level Goals:** (1) To optimize community functioning (school, home, and community); (2) To decrease utilization of inpatient hospitalization; (3) To improve social emotional wellness to support academic success.
- C. **Program Capacity:** CONTRACTOR shall maintain the capability to serve at least 275 youth during the academic calendar year.

IV. PERFORMANCE MEASURES

- A. **OBJECTIVE:** 80% of students with significant needs Child and Adolescent Needs and Strengths (CANS) Life Domain Functioning will show improvement during the 6 month reporting period.

OUTCOME MEASUREMENT METHOD:

1. Percent of Students scoring at least 1 point drop in CANS score divided by students who scored a 2 or 3 on CANS Social Functioning question #12 on the 6 month follow up or discharge CANS.
2. Percent of Students scoring at least 1 point drop in CANS score divided by clients who scored a 2 or 3 on CANS Decision Making question #14 on the 6 month follow up or discharge CANS.
3. Percent of students scoring at least 1 point drop in CANS score divided by students who scored a 2 or 3 on CANS School Behavior question #15 on the 6 month follow up or discharge CANS.
4. Percent of students scoring at least 1 point drop in CANS score divided by students who scored a 2 or 3 on CANS School Attendance question #17 on the 6 month follow up or discharge CANS.

- B. **OBJECTIVE:** 80% of Students with significant needs in CANS Risk Behaviors will show improvement during the six (6) month reporting period.

OUTCOME MEASUREMENT METHOD:

1. Percent of Students scoring at least 1 point drop in CANS score divided by students who scored a 2 or 3 on CANS Suicide Risk question # 21 on the 6 month follow up or discharge CANS.
 2. Percent of Students scoring at least 1 point drop in CANS score divided by students who scored a 2 or 3 on CANS Non-Suicidal Self-injurious Behavior question # 22 on the 6 month follow up or discharge CANS.
 3. Percent of Students scoring at least 1 point drop in CANS score divided by students who scored a 2 or 3 on CANS Danger to Others question # 24 on the 6 month follow up or discharge CANS.
- C. OBJECTIVE: 80% of students with significant needs in CANS domain of **Child Behavioral/Emotional Needs** will show an average of at least 33.3% improvement during the 6 month reporting period.
- OUTCOME MEASUREMENT METHOD:**
1. Percent of students scoring at least a 33.3% decrease in average CANS score divided by students who scored a 2 or 3 on CANS on any questions #1 through 8 on the 6 month follow up or discharge CANS.
- D. OBJECTIVE: 80% of students with significant needs in CANS **Trauma Module** will show an average of at least 33.3% improvement during the six (6) month reporting period.
- OUTCOME MEASUREMENT: METHOD:**
1. Percent of students scoring at least a 33.3% decrease in average CANS score divided by students who scored a 2 or 3 on CANS on any Trauma Module questions on the 6 month follow up or discharge CANS.
- E. OBJECTIVE 50% of students served will be linked to a Primary Care Physician (PCP) and /or specialty health provider within 60 days of admission to the program.
1. OUTCOME MEASUREMENT METHOD: Total number served (defined as having at least one service) with a current PCP or Medical Staff indicated in Avatar Student Resources, divided by the total number served.
- F. OBJECTIVE: 70% of discharges will be successful.
1. OUTCOME MEASUREMENT METHOD: Total number of successful discharges within the reporting period defined as completed services or referred to GMC divided by total number of discharges, excluding neutral discharges (Student does not meet medical necessity, deceased, moved out of Sacramento County, refused/declined services, whereabouts unknown, and reason not available).
- G. OBJECTIVE: 85% of unduplicated students with a successful discharge will not experience recidivism to a higher level of care, admission to the Youth Detention Facility (YDF) or any psychiatric hospital within 90 days after discharge from the program.
1. OUTCOME MEASUREMENT METHOD: Total number of students without a re-entry into a higher intensity outpatient provider, admission to YDF or admission to any psychiatric hospital within 90 days of discharge divided by total number of successful discharges, excluding neutral discharges (Student does not meet medical necessity, deceased, moved out of Sacramento County, refused/declined services, whereabouts unknown, and reason not available) in the reporting period.

V. SERVICE STANDARDS

CONTRACTOR shall:

- A. Adhere to admission guidelines defined in COUNTY policies and procedures. Ongoing services must be based on annual completion of the Client plan, with medical necessity clearly documented in the student's electronic health record.
- B. Identify and document any Special Population categories for youth served, including but not limited to Katie A. subclass eligibility, Child Protective Services (CPS) or Probation involvement etc.
- C. Provide coordinated crisis support to students and develop individualized Safety Plans.
 1. Establish and distribute to students crisis protocols to provide clear directives of which resources to contact, how to inform staff of initiate and coordinate with crisis services, modalities of resources that are available (phone, in-person, etc.). This shall include but is not limited to providing the crisis number, crisis number's hours of operation, etc.

2. If a student interfaces with community partner crisis entities, such as Mobile Crisis Support Team, Navigators, Urgent Care Clinic, emergency department or is admitted to an acute psychiatric hospital within county, etc., CONTRACTOR staff will collaborate with these entities after being made aware of the crisis.
 3. After any crisis contact, reassess the need for a higher level of service and provide resources or referrals to supplement or transition services as necessary to meet the needs of the student.
 4. Safety Plans are developed during the assessment process and in collaboration with each student/family as indicated.
 - a. A copy of the Safety Plan shall be kept in the Electronic Health Record (EHR) and a copy offered to the student/family and natural support system as indicated.
 - b. The Safety Plan document will include at minimum, proactive and reactive responses to triggers, risk factors, risky behaviors, and include coping strategies, support persons and their contact information.
 - c. Safety Plans shall be reviewed or updated at least every 6 months in response to student need, or as clinically indicated after a psychiatric hospitalization, visit to Urgent Care Clinic, and/or emergency department visit for psychiatric reasons.
 5. When notified, ensure recently discharged students from hospitals are prioritized:
 - a. Offer the first wellness appointment following hospitalization shall be offered within 5 business days of discharge.
 - b. Offer a second face-to-face no later than 20 business days after the first appointment.
 - c. If the student is taking psychotropic medication, ensure coordinated psychiatric care for the student with a prescriber within 20 business days of a student's discharge from an inpatient psychiatric hospital, juvenile justice institution or other 24-hour residential facility.
- D. In the event that CONTRACTOR is required by subpoena to testify in any matter arising out of or concerning this Agreement by any party other than COUNTY, CONTRACTOR shall not be entitled to any compensation from COUNTY for time spent or expense incurred in giving or preparing for such testimony, including travel time, for instances where the testimony does not meet Medi-Cal standards for an eligible service. CONTRACTOR must seek compensation from the subpoenaing party, and COUNTY shall not be liable if CONTRACTOR fails to receive compensation.
- E. Maintain confidential communications with a student receiving mental health services unless the student has waived confidentiality by using an Authorization for Exchange of Information or the court orders a release of information after a hearing. If CONTRACTOR is subpoenaed to court, communications remain confidential until the court orders that the CONTRACTOR shall provide testimony.
- F. Not use any unconventional mental health treatments or treatments not intended for use with the age or developmental level of the student. Such unconventional mental health treatments include, but are not limited to: Rebirthing Therapy, Holding Therapy, Quiet Play Program, Strong Sitting Time Out, Isolation, Wrapping, Eco-Therapy, and Reparative or Conversion Therapy for the purpose of altering a person's sexual orientation or gender identity. Such unconventional treatments also include, but are not limited to, any treatments that violate the student's personal rights as provided in Title 22, Division 6, Chapter 1, Section 80072 of the California Code of Regulations. Use of any such treatments by CONTRACTOR or any therapist providing services for CONTRACTOR shall constitute a material breach of this Agreement and be grounds for immediate termination of the Agreement for cause pursuant to Paragraph XXIX.B.

VI. SERVICE REQUIREMENTS

CONTRACTOR shall:

- A. Provide culturally responsive services (which include: integrated services for co-occurring conditions) reflecting family voice and choice provided in collaboration with those individuals and agencies involved with the student. Families will be encouraged to use their natural supports. Services will begin with the end of services in mind toward the goal of wellness.
- B. Complete the Avatar Clinical WorkStation (CWS) initial clinical bundle within 60 calendar days of admission to the program. Diagnosis must be by a Licensed Practitioner for the Healing Arts (LPHA) or LPHA waived staff and entered at the time of the first delivery of mental health services. Core Assessment and Client plan must be completed with student/parents/caregivers/guardians involvement prior to delivery of treatment or other services. CONTRACTOR is not permitted to claim for planned mental health services prior to the completion of the Core Assessment and Client plan. The reason for non-completion of the Client plan within 60 calendar days shall be documented in the electronic health record. All documentation will be completed with required signatures/co-signatures when applicable in accordance to Quality

Management (QM) and staff privileges established in Avatar CWS. CONTRACTOR must follow all billing requirements as outlined in QM's Documentation Training.

- C. Complete CANS 50 assessment within 60 days of beginning services, but prior to the treatment plan completion date, every 6 months from the admit date or more often if clinically indicated, and at discharge.
- D. Complete the Pediatric Symptom Checklist within 60 days of beginning services, but prior to the treatment plan completion date, every 6 months from the admit date or more often if clinically indicated, and at discharge.
- E. Involve student/parents/caregivers/guardians, as appropriate, in all treatment planning and decision-making regarding the student's services as documented in the Client Plan. Families will have a high level of decision-making power in treatment and services.
- F. Provide clinical or behavioral interventions that meet the needs identified in the CANS 50 assessment. Interventions and plans should be written well enough that they can be implemented by natural supports and phased out with sustained improvement. If it is determined that the program does not meet the student's need, CONTRACTOR will discuss options for treatment with the student and their family, submit a referral as appropriate, and coordinate a warm handoff for the transition of services.
- G. Coordinate care and collaborate with all parties involved with the student and family including but not limited to: parents/caregivers, schools, doctors, medical staff, hospitals, social services, child welfare, courts, Alta Regional, Substance Use Prevention and Treatment, and Juvenile Justice.
- H. Provide a full range of quality specialty mental health services including case management, crisis intervention and mental health services to the student as indicated by clinical need and reflected in the Core Assessment and Client plan. Services will not include provision of psychiatry but will include coordination with psychiatric services for medication support. Services shall be provided in accordance with the Mental Health Plan.
- I. Contractor shall update any change in special population status as soon as possible in Avatar.
- J. Provide services to CPS served students in accordance with the following requirements:
 - 1. Notify the CPS social worker within 5 business days of receipt of authorization to serve a CPS youth.
 - 2. Participate with the student's CPS social worker in Child and Family Team (CFT) meetings or the teaming process in accordance with the Core Practice Manual, the Medi-Cal Manual, and the ICC-CFT Handbook.
 - 3. Provide a progress report to the CPS social worker every 90 days that includes child welfare outcomes of safety, permanency and well-being.
- K. Discharge students who have not been seen for a face to face appointment within 14 calendar days of admission. Within the first 14 calendar days of admission, there must be 3 documented attempts to contact the student, including a letter indicating a closure date due to lack of contact.
- L. Discharge students who have had an initial intake but not been served for over 60 calendar days. Within 60 calendar days prior to discharge, there must be 3 documented attempts to contact the student, including a letter indicating a closure date due to lack of contact. Any clinical justification for not discharging a student must be reflected in the EHR.
- M. Transition all services and facilitate an appropriate discharge and linkages when the family is able to function more independently and generalization of skills has been sustained.
- N. Ensure students with an expressed or observed need for more intensive support receive more frequent, crisis plan monitoring, rehabilitation groups, case management and increased contact as needed to achieve and maintain stability.
- O. Transition all services and facilitate an appropriate discharge and linkages when the family requires or requests a higher level of service, including Intensive Care Coordination or Intensive Home Based Services, through the County Mental Health Plan.
- P. Coordinate all psychiatric support services through the student's managed care benefit or other coverage.

VII. STAFFING STANDARDS

CONTRACTOR shall:

- A. Employ LPHA or LPHA waived clinician, Graduate Students, Mental Health Rehabilitation Specialists (MHRS) or Mental Health Assistants (MHA) I, II, III, to provide medically necessary interventions as allowable by staff registration and as

- coordinated by an LPHA or LPHA Waived staff. CONTRACTOR will coordinate care utilizing existing district based family and youth advocacy staff to support clients and their family's individualized recovery goals.
- B. Ensure a LPHA or LPHA Waived clinician, as defined in the MHP, has the primary responsibility for carrying all CPS cases.
 - C. Ensure staffing levels are maintained based on the frequency and intensity of service needs of students. Staffing details will be reviewed during COUNTY monthly contract monitor meetings, quarterly monitor meetings, and contract amendment renewal periods in relation to student need as indicated by CANS reports.
 - D. Provide clinical supervision to all direct care staff, licensed and unlicensed. Staff seeking licensure shall receive clinical supervision in accordance with the appropriate State Licensure Board; all staff will receive weekly group or individual supervision, sufficient to support staff practice.
 - E. Identify staff responsible for providing or organizing training of staff. Training will include but is not limited to the following: at least one evidence based practice or community defined practice, co-occurring substance use disorders, service planning, safety planning, risk assessments, psychiatric rehabilitation, crisis management, conflict resolution, mediation, and facilitation. As appropriate for classification, designate staff to attend all COUNTY required trainings as identified by QM Cultural Competency staff.

VIII. ADDITIONAL PROVISIONS

CONTRACTOR shall:

- A. Complete monthly and quarterly reports and submit to the COUNTY or as requested.
- B. Meet with County Program Coordinator at least monthly for monitoring meetings or as requested by COUNTY.
- C. Provide other data or reports as requested by Research Evaluation and Performance Outcomes Unit.
- D. Participate in monthly External Utilization Reviews, and all clinical or chart reviews directed by the Mental Health Plan.
- E. Be appropriately represented at COUNTY sponsored Provider Meetings and other work groups as established and scheduled. CONTRACTOR shall be considered notified of updates and news shared at COUNTY meetings.
- F. Screen 100% of referred students for Medi-Cal eligibility for all students receiving services. The eligibility screening shall include verifying Sacramento County as the responsible County, and assessing for valid full scope Medi-Cal coverage aid codes.
- G. Verify student's Medi-Cal eligibility or benefit status prior to delivery of every service, update and correct relevant forms in Avatar. Reconcile Avatar census on a weekly basis to ensure accuracy, identify authorized consumers who are not receiving services, and take appropriate follow up action.
- H. Provide referral and linkages as appropriate. If the student has a substance use disorder, CONTRACTOR will make referrals to appropriate alcohol and drug resources.
- I. If an alternative service provider under the COUNTY Mental Health Plan or Other Health Coverage is clinically indicated, CONTRACTOR will engage in a collaborative process to ensure that student transitions are minimally disruptive, prevent lapses in service and promote student well-being, stability and safety.
- J. Participate fully in all applicable data collection and clinical and administrative activities related to the Mental Health Plan Performance Improvement Projects as they relate to CONTRACTOR program.
- K. Complete and submit all adverse incident reports, compliance and quality assurance reporting and follow-up actions within established timelines.
- L. If the student becomes ineligible for full-scope Medi-Cal, CONTRACTOR shall take the necessary steps to ensure the timely re-instatement of Medi-Cal eligibility. If the student remains ineligible for Medi-Cal, CONTRACTOR shall determine the need for further services, provide a community resource referral and discharge the client after a confirmed linkage. Services provided to a student ineligible for Medi-Cal will not be reimbursed under this contract. COUNTY reimbursement requirements are further stipulated in Exhibit C., Section II.
- M. CONTRACTOR shall comply with all Policies and Procedures adopted by COUNTY to implement federal/state laws and regulations.

EXHIBIT B to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY," and
SJUSD- WHITE HOUSE COUNSELING CENTER O/P, hereinafter referred
to as "CONTRACTOR"

INSURANCE OR SELF-INSURANCE REQUIREMENTS FOR CONTRACTORS

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

EXHIBIT C to AGREEMENT
between the COUNTY OF SACRAMENTO
hereinafter referred to as "COUNTY," and
SJUSD- White House Counseling Center O/P,
hereinafter referred to as "CONTRACTOR"

BUDGET REQUIREMENTS

I. MAXIMUM TOTAL PAYMENT TO CONTRACTOR

- A. The Maximum Total Payment Amount under this Agreement shall not exceed \$375,934. This contract is subject to cost settlement, as described in Exhibit F. Exception to Bid has been approved and is on file.

| Program Name: | San Juan Unified School District | |
|---------------|-------------------------------------|------------------|
| Payment Level | Funding Source | Amount |
| | Federal Funding | \$375,934 |
| | Maximum Total Payment Amount | \$375,934 |

- B. CONTRACTOR shall not be reimbursed for any cost that exceeds the maximum payment amount in Section I A of this Exhibit C.
- C. CONTRACTOR will provide match funds of \$375,934 for this agreement.
- D. Notwithstanding any other terms and provisions of this Agreement, reimbursement for services rendered from July 1 through August 31 during the term of this Agreement shall not exceed \$62,656 until the final budget is adopted by COUNTY.
- E. If CONTRACTOR exhausts the Maximum Payment Amount prior to June 30th of any applicable fiscal year, CONTRACTOR shall not receive any further compensation for that fiscal year. CONTRACTOR shall continue to operate under the terms and conditions set forth in this Agreement.

| Service Function | Mode of Service | SFC # | Provisional Unit Rate |
|-----------------------|-----------------|-------|-----------------------|
| Case Management | 15 | 01-09 | \$1.58 |
| Mental Health Service | 15 | 10-59 | \$2.05 |
| Medication Support | 15 | 60-69 | N/A |
| Crisis Intervention | 15 | 70-79 | \$3.04 |
| Services & Supports | 60 | 60-69 | N.A |
| Flexible Funding | 60 | 70-78 | N/A |

- F. Provisional unit rates, stated in this Exhibit C, shall serve as the basis for the payment to CONTRACTOR for the purposes of monthly cash flow and are subject to cost settlement to the lesser of actual and allowable costs or published charges of DHCS approved Mental Health Services.
- G. CONTRACTOR shall not be reimbursed for any Overhead and Allocated in excess of 15% of actual Salaries and Employee Benefits and Operating Expenses.
- H. CONTRACTOR shall be responsible for costs associated with denied Medi-Cal and Medicare claims. CONTRACTOR is responsible to make the appropriate corrections to Medi-Cal and Medicare denials and for services that did not claim out. COUNTY will be responsible for costs associated with Medi-Cal denials based on Other Health Care Partial Payments.

II. COMPENSATION FOR SERVICES

- A. In addition to Paragraph XX, in this Agreement, COUNTY shall make payments on a monthly basis for services rendered during the preceding month upon the receipt of an appropriate and correct invoice for services submitted by CONTRACTOR. Payment will be in an amount equal to the provisional unit rates described above in Section I. E., multiplied by the number of validated and authorized units provided and reported in Avatar. At the sole discretion of COUNTY, CONTRACTOR will not be reimbursed for those units of service that were provided without COUNTY authorization, entered into Avatar as Medi-Cal units for otherwise ineligible clients, or that were otherwise non-reimbursed units. COUNTY shall serve as the fiscal intermediary for claiming and reimbursement for services as described in Exhibit A of this Agreement, and to act on CONTRACTOR's behalf with regard to claiming.

1. If CONTRACTOR requires a payment in less than the agreed upon 30 days, CONTRACTOR shall submit a detailed written appeal to COUNTY substantiating the request. At the sole discretion of DIRECTOR, COUNTY may on a limited basis authorize payment to be expedited within the constraints of the COUNTY reimbursement process. Approved rush payment may incur a processing fee.
 2. CONTRACTOR shall not be reimbursed for any cost that exceeds the Federal Funding payment amount listed in Section I. A..
 3. CONTRACTOR shall run the Avatar Phase II Charge Summary and Summary of Services by Program reports for each program no later than 5:00 pm on the 10th of each month. The Total Cost line item on the Summary of Services by Program reports shall be used to complete the monthly invoice. Both reports must be included with the invoices for documentation purposes.
 4. Provisional unit rates shall be a mathematical computation considering the Maximum Payment Amount and the total target volume of units of service as determined by COUNTY. (See table in Section I E of this Exhibit.)
 5. For services or costs that cannot be claimed through the COUNTY electronic billing system (Avatar), CONTRACTOR shall produce an itemized monthly invoice in an amount not to exceed actual expenditures incurred during the reporting period.
- B. Notwithstanding any other provision of this Agreement, CONTRACTOR shall be liable for:
1. The accuracy and validity of all data and information on all claims for Short-Doyle/Medi-Cal services which CONTRACTOR provides to COUNTY, and;
 2. Ensuring that all Short-Doyle/Medi-Cal services are performed appropriately within any applicable guidelines, including but not limited to, administration, utilization review, documentation, and staffing.
- C. CONTRACTOR shall comply with the requirements imposed by statutes, regulations and rules governing certification, coverage and reimbursement by Medi-Cal.
1. CONTRACTOR is responsible for ensuring beneficiary Medi-Cal eligibility at the time of service delivery.
 2. CONTRACTOR shall confirm Medi-Cal eligibility and update the Avatar Financial eligibility screen for every client at the time of billing entry.
 3. CONTRACTOR shall facilitate the timely re-instatement of Medi-Cal eligibility for eligible clients who have been discontinued. CONTRACTOR shall facilitate a referral or other follow up action based on any change to client eligibility for funding that affects the existing authorization for services. Compensation for services is based on existing authorization.
- D. It is understood that the validity of such monthly billings, in terms of their compliance with state regulations, are subject to the review of the State of California and that COUNTY will be making payments on said billings in advance of said review and approval by the State, and in advance of the reimbursement by the State to COUNTY for sums expended thereunder. In the event any claim, or part thereof, is disapproved by the State, CONTRACTOR shall take all actions necessary to obtain such approval. In the event that COUNTY is not reimbursed by the State for any amount it has paid to CONTRACTOR hereunder, CONTRACTOR shall reimburse COUNTY in the amount of such overpayment in accordance with Mental Health Cost Settlement Exhibit.
1. CONTRACTOR shall not be reimbursed for cost associated with any non-reimbursable claim.
 2. COUNTY and CONTRACTOR will utilize the claims corrections spreadsheet to continuously correct data in Avatar.
 3. COUNTY may modify the claiming systems for Short-Doyle/Medi-Cal services at any time in order to comply with changes in, or interpretations of, State or Federal laws, rules, regulations, manuals, guidelines, or directives. When possible, COUNTY shall notify CONTRACTOR in writing of any such modification and the reason for the modification thirty days prior to the implementation of that modification.
 4. CONTRACTOR shall not enter billing units into AVATAR after July 31 for the preceding fiscal year unless instructed to do so in writing by COUNTY.

III. USE OF FUNDS AND PAYMENT LIMITATION

- A. CONTRACTOR shall use the funds provided by COUNTY exclusively for the purposes of performing the services described in Exhibit A of this Agreement.
- B. CONTRACTOR shall be responsible for maintaining sufficient funds to pay the un-reimbursed costs in accordance with the cost settlement process in the Mental Health Cost Settlement Exhibit of this contract.
 1. CONTRACTOR shall obtain written authorization from COUNTY prior to entering into any lease, purchase

agreement, or purchase in excess of \$5,000.

2. COUNTY may withhold payment until unauthorized lease, purchase agreement, or purchase have been rectified, or reduce the Maximum Payment to CONTRACTOR, or terminate this Agreement.
- C. This Exhibit C shall be the basis for and limitation of payments by COUNTY to CONTRACTOR for the services described in this Agreement. COUNTY shall pay to CONTRACTOR a sum not to exceed the lesser of:
 1. The amount indicated in Section I.A. Maximum Payment to CONTRACTOR of this Exhibit C (this maximum payment amount by funding source may be modified in accordance with Section IV, subsection B), or
 2. The actual gross cost of services provided under this Agreement determined in accordance with the procedures and audit provisions set forth in Paragraph XX of this Agreement and Section I and Section II of this Exhibit C.
- D. The Budget as described below is subject to revision upon written notice by COUNTY to CONTRACTOR as provided in this Agreement. Upon notice of revision, CONTRACTOR shall adjust services accordingly. Said revisions shall constitute an amendment to this Agreement.

IV. BUDGET

- A. COUNTY shall separately cost settle each fiscal year this Agreement is in effect.
- B. At the sole discretion of COUNTY, one or several of the funding source amounts in Section I.A, Maximum Payment to CONTRACTOR of this Exhibit C, upon written notice from COUNTY, may be reduced or increased in order to balance to the maximum total payment amount.

EXHIBIT D to Agreement
between the **COUNTY OF SACRAMENTO**,
hereinafter referred to as "COUNTY", and
SJUSD- WHITE HOUSE COUNSELING CENTER O/P,
hereinafter referred to as "CONTRACTOR"

ADDITIONAL PROVISIONS

I. LAWS, STATUTES, AND REGULATIONS

- A. CONTRACTOR shall abide by all applicable state, federal, and county laws, statutes, and regulations, including but not limited to the Bronzan-McCorquedale Act (Welfare and Institutions Code, Divisions 5, 6, and 9, Sections 5600 et seq., and Section 4132.44), Title 9 and Title 22 of the California Code of Regulations, Title XIX of the Social Security Act, State Department of Health Care Services (DHCS) Policy Letters, and Title 42 of the Code of Federal Regulations, Section 434.6 and 438.608, in carrying out the requirements of this Agreement.
- B. CONTRACTOR shall comply with all Policies and Procedures adopted by COUNTY to implement federal/state laws and regulations.
- C. CONTRACTOR shall comply with the requirements mandated for culturally competent services to diverse populations, including but not limited to California Code of Regulations, Title 9, Rehabilitative and Developmental Services, Division 1, Department of Mental Health, Chapter 11, Medi-Cal Specialty Mental Health Services, Subchapter 1, General Provisions, Article 4, Section 1810.410 (a-e). CONTRACTOR agrees to abide by the Assurance of Cultural Competence Compliance document, as provided by COUNTY, and shall comply with its provisions.

II. LICENSING, CERTIFICATION, AND PERMITS

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

III. OPERATION AND ADMINISTRATION

- A. CONTRACTOR agrees to furnish at no additional expense to COUNTY beyond the amounts identified as NET BUDGET/MAXIMUM PAYMENT TO CONTRACTOR in Exhibit C, all space, facilities, equipment, and supplies necessary for its proper operation and maintenance.
- B. CONTRACTOR, if incorporated, shall be in good standing and operate according to the provisions of its Articles of Incorporation and By-Laws. Said documents and any amendments thereto shall be maintained and retained by CONTRACTOR and made available for review or inspection by DIRECTOR at reasonable times during normal business hours.
- C. CONTRACTOR shall forward to DIRECTOR all copies of its notices of meetings, minutes, and public information, which are material to the performance of this Agreement.
- D. CONTRACTOR agrees that all materials created for public dissemination shall reflect the collaborative nature of all programs and/or projects. All program announcements, websites, brochures, and press releases shall include the Sacramento County logo, and shall adhere to the Logo Style Guide provided by COUNTY. Additionally, the program announcements, websites, brochures and press releases shall state the following language:
 1. If MHSA funding is present in Exhibit C of this Agreement, "This program is funded by the Division of Behavioral Health Services through the voter approved Proposition 63, Mental Health Services Act (MHSA)."

2. If MHSA funding is not present in Exhibit C of this Agreement, "This program is funded by the Sacramento County Division of Behavioral Health Services".
3. Oral presentations shall include the above required statement.

IV. CONFIDENTIALITY

- A. CONTRACTOR is subject to, and agrees to comply and require his or her employees to comply with the provisions of Sections 827, 5328, 5330, 5610 and 10850 of the Welfare and Institutions Code, Division 19-000 of the State of California Department of Social Services Manual of Policies and Procedures, Code of Federal Regulations Title 45, Section 205.50, and all other applicable laws and regulations to assure that:
 1. All applications and records concerning an individual made or kept by CONTRACTOR, COUNTY, or any public officer or agency in connection with the Welfare and Institutions Code relating to any form of public social services or health services provided under this Agreement shall be confidential and shall not be open to examination for any purpose not directly connected with the administration of such public social or health services.
 2. No person will publish or disclose, or use or cause to be published, disclosed, or used, any confidential information pertaining to an applicant or recipient of services. Applicant and recipient records and information shall not be disclosed by CONTRACTOR to third parties without COUNTY's consent or the consent of the applicant/recipient.
- B. CONTRACTOR agrees to inform all of his/her employees, agents, subcontractors and partners of the above provisions and that knowing and intentional violation of the provisions of said state and federal laws is a misdemeanor.
- C. CONTRACTOR is subject to, and agrees to comply when applicable, with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)(42 USC § 1320d) and regulations promulgated thereunder by the U.S. Department of Health and Human Services and other applicable laws and regulations.

V. CLINICAL REVIEW AND PROGRAM EVALUATION

- A. CONTRACTOR shall permit, at any reasonable time, personnel designated by DIRECTOR to come on CONTRACTOR's premises for the purpose of making periodic inspections and evaluations. CONTRACTOR shall furnish DIRECTOR with such information as may be required to evaluate fiscal and clinical effectiveness of the services being rendered.
- B. DIRECTOR or his designee shall represent COUNTY in all matters pertaining to services rendered pursuant to this Agreement, including authorization for admission, care, and discharge of all clients for whom reimbursement is required under this Agreement.

VI. REPORTS

- A. CONTRACTOR shall provide accurate and timely input of services provided in the COUNTY's Electronic Health Record (EHR), in accordance with COUNTY's policy, so that COUNTY can generate a monthly report of the units of service performed.
- B. CONTRACTOR shall, without additional compensation therefore make further fiscal, program evaluation and progress reports as may be reasonably required by DIRECTOR or by the DHCS concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

VII. RECORDS

- A. Patient Records: CONTRACTOR shall maintain adequate patient records on each individual patient, which shall include diagnostic studies, records of patient interviews, treatment plans, progress notes, and records of services provided by various professional and paraprofessional personnel, in sufficient detail to permit an evaluation of services. Such records shall comply with all applicable federal, state, and COUNTY record maintenance requirements.
- B. Service and Financial Records: CONTRACTOR shall maintain complete service and financial records, which clearly reflect the actual cost and related fees received for each type of service for which payment is claimed. The patient eligibility

determination and the fees charged to and collected from patients shall also be reflected therein. Any apportionment of costs shall be made in accordance with Generally Accepted Accounting Principles (GAAP).

- C. **Review, Inspection, and Retention of Records:** At reasonable times during normal business hours, the DHCS, COUNTY or DIRECTOR, the appropriate audit agency of any of them, and the designee of any of them shall have the right to inspect or otherwise evaluate the cost, quality, appropriateness and timeliness of services performed and to audit and inspect any books and records of CONTRACTOR which pertain to services performed and determination of amount payable under this Agreement. Upon expiration or termination of this Agreement all patient records shall be kept for a minimum of 7 years from the date of discharge and in the case of minors, for at least 1 year after the minor patient's eighteenth birthday, but in no case less than 7 years from the date of discharge. Service and financial records shall be retained by CONTRACTOR for a minimum period of 4 years after the termination of this Agreement, or until audit findings are resolved, whichever is later.

VIII. PATIENT FEES

- A. The Uniform Method of Determining Ability to Pay prescribed by DHCS shall be applied when services to patients are involved, in accordance to applicable COUNTY policies and procedures.
- B. Charges for services to either patients or persons responsible shall approximate estimated actual cost.
- C. CONTRACTOR shall use the Uniform Billing and Collection Guidelines prescribed by DHCS.

IX. AUDIT/REVIEW REQUIREMENTS

- A. **Federal OMB Audit Requirements (also known as Omni Circular or Super Circular) for Other Than For-Profit Contractors**
2 CFR 200.501 requires that non-Federal entities that expend \$750,000 or more (from all Federal sources) in a year in Federal Awards must have an annual single or program specific Audit in accordance with the OMB requirements. 2 CFR 200.512 sets forth the requirements for filing the Audit with the Federal Audit Clearinghouse (FAC).
- B. **COUNTY Requirements for Non-Profit, For-Profit, Governmental and School District Contractors**
In addition to the OMB requirements of paragraph A of this section, COUNTY requires CONTRACTOR to provide an annual Audited or Reviewed financial statement as follows:
 1. Annual Audited financial statements and accompanying Auditor's report and notes is required from CONTRACTOR when DHS has awarded contracts totaling \$150,000 or more for any twelve month period. The Audited financial statement shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and the Audit shall be performed by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS).
 2. Annual Reviewed financial statements are required from CONTRACTOR when DHS has awarded contracts totaling less than \$150,000, but more than \$50,000 for any twelve month period. The Reviewed financial statement shall be prepared by an independent Certified Public Accountant in accordance with Statements on Standards for Accounting and Review Services issued by the AICPA. Audited financial statements may be substituted for Reviewed financial statements.
 3. Should any audit findings be noted in the Audit or Review CONTRACTOR must submit a Corrective Action Plan with the Audit or Review detailing how the audit findings will be addressed.
 4. If management letters are issued by a Certified Public Accountant separate from the audit CONTRACTOR is required to provide copies to COUNTY, and submit corrective action plans to address findings or recommendations noted in the management letters.
 5. The annual Audited or Reviewed financial statement shall include a Summary of Auditor's Results.
- C. **Term of the Audit or Review**
The Audit(s) or Review(s) shall cover the entire term of the contract(s). If CONTRACTOR'S fiscal year is different than the contract term, multiple Audits or Reviews shall be required, in order to cover the entire term of the contract.

D. Termination

If the Agreement is terminated for any reason during the contract period, the Audit or Review shall cover the entire period of the Agreement for which services were provided.

E. Submittal and Due Dates for Audits or Reviews

CONTRACTOR shall provide to COUNTY 1 copy of the Audit or Review, as required in this section, due six months following the end of CONTRACTOR'S fiscal year. Audit or Review shall be sent to:

Contracts Manager
County of Sacramento
Department of Health Services
7001 -A East Parkway, Suite 1000C
Sacramento, CA 95823

F. Request for Extension of Due Date

CONTRACTOR may request an extension of the due date for the Audit or Review in writing. Such request shall include the reason for the delay, a specific date for the extension and be sent to:

Contracts Manager
County of Sacramento
Department of Health Services
7001 -A East Parkway, Suite 1000C
Sacramento, CA 95823

G. Past Due Audit/Review

COUNTY may withhold payments due to CONTRACTOR from all past, current and future DHS contracts when past, current or future audits/reviews are not provided to COUNTY by due date or approved extended due date.

H. Overpayments

Should any overpayment of funds be noted in the Audit or Review, CONTRACTOR shall reimburse COUNTY the amount of the overpayment within 30 days of the date of the completion of the Audit or Review.

X. SYSTEM REQUIREMENTS

- A. CONTRACTOR shall adhere to the guidelines, policies and procedures issued by the County Department of Technology (DTech) for use of COUNTY computers, software, and systems.
- B. CONTRACTOR shall utilize the COUNTY's Electronic Health Record (EHR) for all County Mental Health Plan (MHP) functions including, but not limited to, client demographics, services/charges, assessments, treatment plans and progress notes. CONTRACTOR has the right to choose not to use the COUNTY's EHR system but must comply with all necessary requirements involving electronic health information exchange between the CONTRACTOR and the COUNTY. The CONTRACTOR must submit a plan to the COUNTY for approval demonstrating how the requirements will be met.

XII. EQUIPMENT OWNERSHIP

COUNTY shall have and retain ownership and title to all equipment identified to be purchased by CONTRACTOR under Exhibit C of this Agreement. CONTRACTOR shall furnish, and amend as necessary, a list of all equipment purchased under this Agreement together with the bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The equipment list shall specify the quantity, name, description, purchase price, and date of purchase of all equipment. CONTRACTOR shall make all equipment available to COUNTY during normal business hours for tagging or inventory. CONTRACTOR shall deliver all equipment to COUNTY upon termination of this Agreement.

XIII. PATIENTS RIGHTS/GRIEVANCES

- A. CONTRACTOR shall give to all patients written notice of their rights pursuant to and in compliance with California Welfare and Institutions Code Section 5325 et seq.; California Code of Regulations Title 9, Section 860 et seq.; Title XIX of the Social Security Act; and Title 42, Code of Federal Regulations. In addition, in all facilities providing the services described herein, CONTRACTOR shall have prominently posted in the predominant language of the community a list of the patient's rights.

- B. As a condition of reimbursement, CONTRACTOR shall provide the same level of treatment to beneficiaries served under this Agreement as provided to all other patients served.
- C. CONTRACTOR shall not discriminate against any beneficiary of services provided under this Agreement in any manner.
- D. CONTRACTOR agrees to provide a system through which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services, including affording recipients notice of adverse determination and a hearing thereon to the extent required by law.

XIV. ADMISSION POLICIES

CONTRACTOR's admission policies (if applicable) shall be in writing and available to the public and shall include a provision that patients are accepted for care without discrimination as described in this Agreement.

XV. HEALTH AND SAFETY

- A. CONTRACTOR shall maintain a safe facility.
- B. CONTRACTOR shall store and dispense medication in compliance with all applicable state, federal, and COUNTY laws and regulations.

XVI. MANDATED REPORTING

CONTRACTOR shall comply with the training requirements for identification and reporting of child abuse, adult, and dependent adult abuse as defined in Penal code Section 11165.7 and the Welfare and Institutions Code Section 15630-15632. All training shall be documented in an individual personnel file. CONTRACTOR shall establish procedures for paid and volunteer staff for reporting suspected child abuse cases.

XVII. BACKGROUND CHECKS

CONTRACTOR shall not assign or continue the assignment of any employees, agents (including subcontractors), students, or volunteers ("Assigned Personnel") who have been convicted or incarcerated within the prior 10 years for any felony as specified in Penal Code § 667.5 and/or 1192.7, to provide direct care to clients.

XVIII. BASIS FOR ADVANCE PAYMENT

- A. Pursuant to Government Code § 11019(c) this Agreement allows for advance payment once per fiscal year when CONTRACTOR submits a request in writing, and request is approved in writing by DIRECTOR or DIRECTOR's designee.
- B. If DIRECTOR finds both that CONTRACTOR requires advance payment in order to perform the services required by this Agreement and that the advance payment will not create an undue risk that payment will be made for services which are not rendered, DIRECTOR, or DIRECTOR's designee, may authorize, in her/his sole discretion, an advance in the amount not to exceed 10% of the "Net Budget/Maximum Payment to CONTRACTOR" as indicated in Exhibit C.
- C. In the case of Agreements with multiple-year terms, DIRECTOR or DIRECTOR's designee may authorize annual advances of not more than 10% of the "Net Budget/Maximum Payment to CONTRACTOR" for each fiscal year as indicated in the Exhibit C.
- D. CONTRACTOR's written request for advance shall include a detailed written report substantiating the need for such advance payment, and such other information as DIRECTOR or DIRECTOR's designee may require.
- E. All advanced funds shall be offset against reimbursement submitted during the fiscal year.
- F. COUNTY reserves the right to withhold the total advance amount from any invoice.

These provisions apply unless specified otherwise in Exhibit C of this Agreement

XIX. AMENDMENTS

- A. DIRECTOR may execute an amendment to this Agreement provided that:
1. An increase in the maximum contract amount resulting from the amendment does not exceed DIRECTOR's delegated authority under Sacramento County Code Section 2.61.100 (c) or any amount specified by Board of Supervisor's resolution for amending this Agreement, whichever is greater; and
 2. Funding for the increased contract obligation is available within the Department's allocated budget for the fiscal year.
- B. The budget attached to this Agreement as Exhibit C is subject to revision by COUNTY upon written notice by COUNTY to CONTRACTOR as provided in this Agreement. Upon notice, CONTRACTOR shall adjust services accordingly and shall within 30 days submit to DIRECTOR a revised budget. Said budget revision shall be in the form and manner prescribed by DIRECTOR and, when approved in writing, shall constitute an amendment to this Agreement.
- C. The budget attached to this Agreement as Exhibit C may be modified by CONTRACTOR making written request to DIRECTOR and written approval of such request by DIRECTOR. Approval of modifications requested by CONTRACTOR is discretionary with DIRECTOR. Said budget modification shall be in the form and manner prescribed by DIRECTOR and, when approved, shall constitute an amendment to this Agreement.

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

SCHEDULE OF FEDERAL FUNDS

- I. If box is checked, there are no Federal funds in this contract.
- II. If box is checked, there are Federal funds in this contract. CONTRACTOR is a sub-recipient. Federal funding details for this contract are as follows:

| | | |
|----|---|---------------------------|
| A. | Catalog of Federal Domestic Assistance (CFDA) number: | 93.778 |
| | CFDA Title: | XIX |
| | Award Name and Federal Award Identification Number(FAIN): | Medicaid |
| | Award Year: | N/A |
| | Were funds awarded for research and development activities? | No |
| | Name of the Federal awarding agency: | Health and Human Services |
| | Amount in this contract: | \$375,394 |

- III. Total Federal Funds in this contract: \$375,934
- IV. CONTRACTOR'S (Sub-recipient's) DUNS Number is: 73787962
- V. CONTRACTOR shall comply with all Federal requirements including OMB requirements for Single Audits, in addition to COUNTY audit requirements for the purposes of contract monitoring as stated in this agreement, as applicable.
- VI. At the sole discretion of COUNTY, the dollar amount payable under each Federal funding source in paragraph II of this Exhibit may be changed upon written notice from the COUNTY to CONTRACTOR so long as payments do not exceed the maximum total payment amount in accordance with this agreement.

**EXHIBIT F to Agreement
between the COUNTY OF SACRAMENTO,
hereinafter referred to as "COUNTY", and
SJUSD- WHITE HOUSE COUNSELING CENTER O/P,
hereinafter referred to as "CONTRACTOR"**

MENTAL HEALTH COST SETTLEMENT

This Cost Settlement Exhibit and other related clauses of this Agreement shall survive the term of the Agreement. Cost Reporting, Cost Settlement and Audits are performed after the termination date of the Agreement. CONTRACTOR shall reimburse COUNTY for the portion of the funding in this Agreement that is not reimbursed by State and/or Federal governments.

I. ANNUAL COST REPORTS:

- A. After the term of the contract has ended, a Cost Report template and instructions are provided by the State to COUNTY. COUNTY shall provide to CONTRACTOR State Cost Report template, State instructions, Avatar reports, expenditure and revenue sheets and any other necessary materials and instructions.
- B. CONTRACTOR shall prepare an accurate and complete Cost Report using the Avatar reports, the State/Federal template, State/Federal instructions, Short-Doyle/Medi-Cal Cost Reporting System Manual, applicable State/Federal manuals and/or training materials and any other written instructions which may be provided to CONTRACTOR by COUNTY.
- C. CONTRACTOR shall, in calculating the net amount due from COUNTY, deduct from the gross billing: any non-claimable Medi-Cal/Medicare expenses, including but not limited to the following:
 1. All grants received for a specific program contracted herewithin, identifying the source of said grants;
 2. Amounts paid or payable to CONTRACTOR, for a specific program contracted herewithin, by clients or third parties;
 3. All revenues generated by CONTRACTOR; for a specific program contracted herewithin, as a direct or indirect result of this Agreement. Failure to reflect such deductions shall be deemed a breach of this Agreement.
- D. CONTRACTOR shall return the completed Cost Report to COUNTY within 30 days from issuance of Cost Report materials by COUNTY, unless a written request for an extension is approved by the Behavioral Health Deputy Director.
- E. If CONTRACTOR fails to submit an accurate and complete Cost Report by such due date, COUNTY shall not make any further payments to CONTRACTOR under any active or future contract with COUNTY at the time the Cost Report is due, until CONTRACTOR submits an accurate and complete Cost Report.
- F. COUNTY shall review CONTRACTOR'S Cost Report and communicate with CONTRACTOR in order to verify units from the provided Avatar report and verify that various updates are included in the Cost Report. CONTRACTOR shall work with COUNTY responsively and cooperatively to finalize the Cost Report.
- G. COUNTY shall provide to the State a Cost Report which includes COUNTY'S operated programs and contracted programs.

II. PRELIMINARY COST SETTLEMENT:

- A. CONTRACTOR or COUNTY shall reimburse the other party, as indicated by the reconciled Cost Report described above in Section I of this Exhibit. Reimbursement shall be processed 30 days following completion of the COUNTY'S Cost Report, or accomplished by a credit on funds due to CONTRACTOR on a subsequent agreement. CONTRACTOR may submit a written request to DIRECTOR requesting an extension of the due date, for consideration by DIRECTOR. The COUNTY may also apply this cost recovery mechanism in order to be reimbursed for funds owed to the COUNTY from prior expired contracts between the parties.
- B. Costs will be settled to the lesser of actual and allowable costs or published charges, as stated in the terms of Exhibit C of this Agreement.

III. FINAL COST SETTLEMENT:

- A. In accordance with the terms of this Agreement, Welfare and Institutions Codes Sections 5704-5723 and 14132.44; California Codes of Regulations Titles 9 and 22; California Department of Health Care Services Policies and Procedures and State accepted COUNTY cost reporting, COUNTY shall calculate the final cost of services funded by Title 9 Short-Doyle/Medi-Cal and/or Medicare and any other public funds under this Agreement. CONTRACTOR's final reimbursement amount will be reconciled with any previous CONTRACTOR payments, payment adjustments, or cost settlements related to this Agreement. The aforementioned process described in this paragraph shall also be referred to as "Final Cost Settlement".
- B. CONTRACTOR or COUNTY will reimburse the other party, as indicated in the COUNTY/State Final Cost Settlement. Reimbursement shall be processed 30 days prior to the COUNTY'S submission of the State final cost report, or accomplished by a credit on funds due to CONTRACTOR on a subsequent agreement. COUNTY shall notify CONTRACTOR of the issuance of State's report. CONTRACTOR may submit a written request to DIRECTOR requesting an extension of the due date, for consideration by DIRECTOR. The COUNTY may also apply this cost recovery mechanism in order to be reimbursed for funds owed to the COUNTY from prior expired contracts between the parties.
- C. In the Final Cost Settlement process the unit rate established in the preliminary cost settlement shall be the basis for reimbursement to or from COUNTY, unless the State authorizes a change to the total units.

IV. AUDITS:

- A. COUNTY'S Cost Report and any CONTRACTOR records of revenues or expenditures under this Agreement are subject to State and/or Federal Audit. Final Cost Settlement may be adjusted after completion of the audit(s).
- B. If such post-agreement audit finds that the actual costs of services furnished hereunder are higher than the payments made by COUNTY, then the difference shall be paid to CONTRACTOR based on the criteria described herein. COUNTY shall reimburse CONTRACTOR based on the total cost settled volume of service units provided in accordance with terms and conditions of this Agreement.
- C. CONTRACTOR shall repay to COUNTY the amount, if any, paid by COUNTY to CONTRACTOR for Title 9 Short-Doyle/Medi-Cal or Medicare services which are found to be not reimbursable by State and/or Federal governments.
 1. For State audit exceptions, CONTRACTOR shall reimburse County, as indicated by the audit findings. Payment will be based upon State approved units of service and Cost Report settlement to those approved units settled to the lesser of actual and allowable costs or published charges. Payment shall be processed 30 days from the date of the applicable audit finding, or accomplished by a credit on funds due to CONTRACTOR on a subsequent agreement. COUNTY shall notify CONTRACTOR of the audit finding. CONTRACTOR may submit a written request to DIRECTOR requesting an extension of the due date, for consideration by DIRECTOR. The COUNTY may also apply this cost recovery mechanism in order to be reimbursed for funds owed to the COUNTY from prior expired contracts between the parties.
 2. For Federal audit exceptions, Federal audit appeal processes shall be followed. COUNTY recovery of Federal overpayment shall be made in accordance with all applicable Federal laws, regulations, manuals, guidelines, and directives.
- D. CONTRACTOR shall cooperate fully with COUNTY staff and auditors when COUNTY, State or Federal audits or reviews of this Agreement are conducted.
- E. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from any such State denials, unresolved claims, and/or Federal and/or State and/or COUNTY audit disallowances or findings for services funded by Title 9 Short-Doyle/Medi-Cal or Medicare, and/or other grants/public funds which exceeds County responsibility as defined in Exhibit C.
 1. CONTRACTOR shall be subject to the examination and audit of the Auditor General of the State of California.
 2. CONTRACTOR shall provide a copy of all accounting materials to COUNTY upon request.

V.

TERMINATION OF COST SETTLED CONTRACTS:

CONTRACTOR shall have no claim against COUNTY for payment of any kind whatsoever for any services provided by CONTRACTOR, which were provided after the expiration or termination of this Agreement.

EXHIBIT G to Agreement
between the **COUNTY OF SACRAMENTO**,
hereinafter referred to as "COUNTY", and
SJUSD- WHITE HOUSE COUNSELING CENTER O/P,
hereinafter referred to as "CONTRACTOR"

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

SJUSD- WHITE HOUSE COUNSELING CENTER O/P

APPROVED AS TO FORM

Linda C.T. Simlick *10/16/2020*
Linda C.T. Simlick
General Counsel, SJUSD Date

BY: _____

DATE: _____

**SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

AGENDA ITEM: G-8

MEETING DATE: 11/17/2020

SUBJECT: Comprehensive Coordinated Early Intervening Services (CCEIS) Abstract

CHECK ONE:
For Discussion:
For Action:
Report:
Workshop:
Recognition:
Emergency Action:

DEPARTMENT: Special Education

ACTION REQUESTED:

The superintendent is recommending that the board approve the abstract of the 2020-2021 CCEIS plan. The 2020-2021 CCEIS plan is due to the California Department of Education (CDE) in mid-December.

RATIONALE/BACKGROUND:

The CDE has identified certain Local Educational Agencies (LEAs) as significantly disproportionate based on race or ethnicity with respect to the identification of children with disabilities; the identification of children in specific disability categories; the placement of children with disabilities in particular educational settings; or the incidence, duration and type of disciplinary actions, including suspensions and expulsions.

The CCEIS abstract describes requirements regarding significant disproportionality and CCEIS. The CCEIS requirements, instructions, budget and plan forms are designed to meet federal requirements for the use of CCEIS funds.

ATTACHMENT(S):

A: CCEIS Abstract

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 11/09/2020

FISCAL IMPACT:

Current Budget: \$ 1,457,947

Additional Budget: \$ N/A

Funding Source: CCEIS

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A

Action: N/A

Strategic Plan: N/A

PREPARED BY: Vanessa Adolphson, Director, Special Education

APPROVED BY: Debra Calvin, Ed.D., Assistant Superintendent, Educational Services *DC*
Melissa Bassanelli, Deputy Superintendent, Schools and Student Support *MBS*
Kent Kern, Superintendent of Schools *KK*

Abstract

San Juan Unified has been identified as significantly disproportionate based on African American student suspension rates for students with disabilities. Significant disproportionality requires a Comprehensive Coordinated Early Intervening Services plan (CCEIS) for the 2020-2021 school year.

Background

The California Department of Education (CDE) has identified certain Local Educational Agencies (LEAs) as significantly disproportionate based on race or ethnicity with respect to the identification of children with disabilities; the identification of children in specific disability categories; the placement of children with disabilities in particular educational settings; or the incidence, duration and type of disciplinary actions, including suspensions and expulsions.

The purpose of this document is to describe requirements regarding significant disproportionality and CCEIS. The CCEIS requirements, instructions, budget and plan forms are designed to meet federal requirements for the use of CCEIS funds.

CCEIS activities must:

- Include children not currently identified as needing special education or related services, but who need additional academic and behavioral support to succeed in a general education environment
- Address the needs of those student subgroups that were identified as the basis for the LEAs identification as significantly disproportionate, but not exclusively, for those student subgroups
- Focus on instructional activities for children age three through 12th grade with primary focus on age three through third grade
- Allow expenditures on children ages three through five if an LEA has an established preschool program as part of the educational system
- Focus on academic and behavioral instructional services and professional development
- Occur within the allowable CCEIS budget period (27 months)

Leadership Team:

| Name | Title/Role | CCEIS Team Responsibility for Development and Implementation of CCEIS Plan | Email |
|------------------|---|---|------------------------------|
| Dr. Debra Calvin | Assistant Superintendent of Educational Services | Budget support and leadership, Superintendent's designee and cabinet liaison, Multi-Tiered System of Support (MTSS) oversight, equity lens and cultural broker support, Student Support Center (SSC) leadership | debra.calvin@sanjuan.edu |
| Susan Green | Director of Assessment, Evaluation and Planning | Data districtwide and school sites broken down by ethnicity | sgreen@sanjun.edu |
| Kristan Schnepp | Director of Professional Learning and Innovation | Curriculum | kschnepp@sanjuan.edu |
| Rick Messer | Assistant Superintendent of Secondary Education | Lead site administrators in Professional Development (PD) on interventions | rick.messer@sanjuan.edu |
| Christine Moran | Director of MTSS | SSC, tiered intervention support, Positive Behavior Interventions and Supports (PBIS) collaborator | christine.moran@sanjuan.edu |
| Diana Marshall | Director of Equity and Student Achievement | Restorative practices leadership, restorative circles, equity liaison, equity collaborative, PBIS collaborator, Social Emotional Learning (SEL) leadership | diana_marshall@sanjuan.edu |
| Dominic Covello | Director of Student Support Services | PBIS leadership, restorative practices leadership, SEL leadership, budget support, social worker support | dcovello@sanjuan.edu |
| Roxanne Mitchell | Director of Student Learning/Site Level Administrator | Oversee implementation of action plan at school site | roxanne.mitchell@sanjuan.edu |

Focus Groups

The 2019 CCEIS plan was approved September 14, 2020 and our approved action items will need to be completed by September 2021. Eight schools were selected as focus schools solely on the African American demographic population of 8% or higher. The schools selected are: Cameron Ranch, Encina, Greer, Howe Avenue, Pasadena, Sierra Oaks, Starr King and Thomas Edison. One of the first activities is to engage in listening sessions. We were able to listen to three stakeholder groups: students, parents and teacher leaders (members of the leadership team, intervention team, PBIS team and/or wellness teams). Dr. Mildred Browne, CCEIS technical assistance and her team assisted in facilitating the listening sessions that took place on the following dates:

Leadership Teams and/or Intervention Teams
Monday, October 12 from 3:00 p.m. - 4:30 p.m.

African American Students
Thursday, October 15 from 10:30 a.m. - 12:00 p.m.

Parents of African American Students
Wednesday, October 28 from 5:30 p.m. - 7:00 p.m.

The San Juan Unified leadership team identified the following as root causes and will begin activities based on stakeholder's input meetings on November 5, 2020 and November 30, 2020.

San Juan Unified Root Causes from 2019 plan include:

| Root Cause | Areas of Focus | Connection between Root Cause and Areas of Focus |
|---|---|--|
| Implicit bias and lack of cultural awareness results in a disproportionate suspension of African American students. | Increase the site level capacity to support African American student success through staff training around compassionate dialogue, forming equity teams to establish protocols and procedures around equitable practices, and increase student and family voice through listening sessions. | There is a staff/cultural dissonance and staff mindset regarding lowering expectations of African American students and improving the outcomes for the students of this specific population for success. Through the implementation of a multi-faceted approach to the root cause it is believed that this will assist in changing mindset and changing practices across sites while also building |

| | | |
|---|--|--|
| | | site capacity to sustain newly formed practices and procedures. |
| Lack of consistency in practice across the district MTSS. | Identify and implement strategies to ensure there is fidelity in the implementation of comprehensive MTSS support across the district. | Lack of consistent systems of prevention and intervention has led to increased exclusionary practices. Support center staff will provide direct support to students and assist sites in building their prevention and intervention systems utilizing the district MTSS framework and the PBIS framework. |
| Lack of implementation of consistent discipline procedures and practices including pre-referral strategies not being implemented to interrupt student suspension. | Identify and implement appropriate prevention and intervention systems at school sites using restorative practices and PBIS framework. | Lack of implementation of consistent practices to address student behavior utilizing alternatives to suspension strategies. |

San Juan Unified Activities Include:

By September 2021, the district will build a culturally responsive framework that leads to a 5% reduction in suspensions.

Activity:

1. The **target schools** have been involved at varying levels of the improvement cycle in the area of school culture and decreasing exclusionary practices as seen in the review of the Single Plan for Student Achievement (SPSA). In order to align the site SPSA and the CCEIS plan, initial collaborative meetings with site leadership teams and co-facilitated staff meetings will be held with members of the CCEIS leadership team. The goal of these meetings will be to increase the staff's active engagement in the improvement process as related to serving African American youth. This will be the first priority and will be completed before the SPSA is due in December so that there can be alignment.

2. Design and implement nine hours of PD for administration and certificated staff in strategies to build an inclusive school culture and increase diverse representation across the site, building collective capacity to have courageous conversations and interrupting both implicit and explicit inequities and build anti-racist/anti-bias Instruction within the curriculum. Participants will explore their personal and institutional biases and identify more culturally relevant approaches for serving the identified students by June 2020. The PD will include actions of the staff to create improvement cycles for their grade level/department focused on the African American student population and the identified students. This is linked to a careful examination of disciplinary actions taken and strategies to address patterns of concern. PD for classified staff with a focus on cultural responsiveness and skill building will be held with culturally responsive strategies to be used outside the classroom. Other PD will be offered to all staff to support them in moving along in their equity journey that is differentiated and based on the cultural awareness of the staff member.
3. Support the above mentioned school sites to create equity teams (classified, certificated, parents, administration, district administration support) who will assist in systematizing site-level conversations around equitable practices as well as anti-racist/anti-bias actions. Each site will use equity walks/audits that will be recommended by the district to determine areas of growth for their site. From this data, each site will determine site specific actionable goals to implement and monitor progress through the year. Each site will be supported with district equity liaisons to support site-level conversations, determining goals and implementing actions at least three times during the 2020-2021 school year. Other coaching and mentoring will be made available upon request. The equity site team will support the implementation of actions that may include improving inclusive classroom culture, improving inclusive playground culture, integrating multiple perspectives in the curriculum and monitoring levels of implementation of actions and will share with staff, parents and families at least two times during the year.
4. Target schools will expand and prioritize family and student voice in making decisions about the best ways to support students both academically and behaviorally. Sites will invite all community stakeholders of the identified students (teachers, support staff, students, families) to listening sessions at least two times a year to report progress in activities of the CCEIS plan and provide a forum for continuing conversations about institutional and structural racism. This data will be shared with the site and CCEIS leadership teams, site equity team, whole staff and at district stakeholder meetings to determine if adjustments need to be made to current actions.

By September 2021, identified sites will utilize the San Juan MTSS framework to build a tiered student support and intervention resulting in a 5% reduction in suspension.

Activity:

1. Each targeted site is supported with SSC staff three half-days per week. The support center staff consists of counselors, social workers and/or academic intervention specialists that provide direct intervention to students as well as support for teachers at the site. Targeted students will be placed on support center staff caseloads and staff will check-in with students weekly and document their progress in our Student Information System (SIS Q).
2. Support center staff will develop learning plans with each of the target group students to identify areas of support or intervention that will be provided as well as what progress monitoring tool will be used to collect and measure effectiveness. Based on each of the student's individual needs, examples of what may be offered to the students include tutoring, anger management and social skills lessons. Student progress will be monitored and reported quarterly. Monthly collaborative meetings will be held with support center staff, classroom teachers and school staff to review the plans, monitor data and modify as needed.
3. Support center staff will attend listening sessions with parents of target group students to identify needs for support. The information gathered during these sessions will be shared with targeted site leadership teams.
4. Training will be provided to targeted sites on the use of Social, Academic and Emotional Behavior Risk Screener (SAEBRs) and mySAEBRs as a universal screener, a proactive approach to providing support to students identified as at risk for social behavior problems, academic behavior problems and emotional behavior problems. The data collected from administering will then be utilized by support center staff to assist the sites in building a tiered intervention system that matches support and interventions to the identified needs of students measuring at risk on the screeners. SAEBRs may be challenging to complete due to distance learning and not meeting recommended time for teacher/student interaction. My SAEBRs is student self-identifying and will be used more heavily if distance learning remains in effect.
5. Support center staff will receive additional leadership training and coaching from our technical assistance partners at Placer County Office of Education on how to further support their targeted sites with the implementation of PBIS. After the training, support center staff will complete a self-reflection and action plan to outline their next steps in supporting their sites.

<https://www.placercoe.org/Pages/PCOE/Educational-Services/Prevention-Supports-and-Services/Positive-Behavioral-Interventions-and-Supports.aspx>

The timeline for completion of the 2020-2021, 27 month plan for San Juan Unified School District is due December 15, 2020.

**SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

AGENDA ITEM: G-9

MEETING DATE: 11/17/2020

SUBJECT: Career Technical Education Incentive Grant, 2020-2021

CHECK ONE:

For Discussion:

For Action:

Report:

Workshop:

Recognition:

Emergency Action:

DEPARTMENT: Grants/Special Projects

ACTION REQUESTED:

The superintendent is recommending that the board approve the implementation of the following grant (if funded):

- Career Technical Education Incentive Grant, 2020-2021

RATIONALE/BACKGROUND:

The Career Technical Education Incentive Grant will provide funds to improve San Juan Unified School District's CTE program with instructional materials and equipment upgrades, support for the start-up of the new medical pathway at El Camino Fundamental High School, identification of additional industry certifications, as well as development of new formal agreements with post-secondary institutions and industry partners. The goal of the CTE program is to prepare students to be competitive applicants when they desire to enter the workforce upon graduation from either high school or college.

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 11/09/2020

FISCAL IMPACT:

Current Budget: \$1,100,642

Additional Budget: \$1,436,078

Funding Source: CDE

(Unrestricted Base, Supplemental, other restricted, etc.)

Current Year Only On-going

LCAP/STRATEGIC PLAN:

Goal: 1 Focus: 5 and 6

Action: 5

Strategic Plan: 1 and 4

PREPARED BY: Robyn Caruso, Program Specialist, Grants/Special Projects

APPROVED BY: Trent Allen, APR, Senior Director, Community Relations 
Kent Kern, Superintendent of Schools 

**SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

AGENDA ITEM: G-10

MEETING DATE: 11/17/2020

SUBJECT: K-12 Strong Workforce Program, 2021-2023

CHECK ONE:

For Discussion:

For Action:

Report:

Workshop:

Recognition:

Emergency Action:

DEPARTMENT: Grants/Special Projects

ACTION REQUESTED:

The superintendent is recommending that the board approve the implementation of the following grant (if funded):

- K-12 Strong Workforce Program, 2021-2023

RATIONALE/BACKGROUND:

The California Community Colleges Chancellor's Office will provide funds to the Career and Technical Education (CTE) Program for the development of a new medical assistant pathway program at El Camino Fundamental High School. Enrollment in all of the medical assistant programs in the district are impacted. The proposed program is a one-year capstone program and there will be increased accessibility for a wider range of students to participate.

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 11/09/2020

FISCAL IMPACT:

Current Budget: \$426,982

LCAP/STRATEGIC PLAN:

Goal: 1 Focus: 6

Additional Budget: \$ 129,286

Action: 5

Funding Source: California Community Colleges Chancellor's Office

Strategic Plan 1 and 4

(Unrestricted Base, Supplemental, other restricted, etc.)

Current Year Only On-going

PREPARED BY: Robyn Caruso, Program Specialist, Grants Office

APPROVED BY: Trent Allen, APR, Senior Director, Community Relations TA
Kent Kern, Superintendent of Schools KK

**SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

AGENDA ITEM: G-11

MEETING DATE: 11/17/2020

SUBJECT: Middle School Foundation Academies
Supplemental Grant

CHECK ONE:
For Discussion:
For Action:
Report:
Workshop:
Recognition:
Emergency Action:

DEPARTMENT: Grants/Special Projects

ACTION REQUESTED:

The superintendent is recommending that the board approve implementation of the following grant:

- Middle School Foundation Academies Supplemental Grant

RATIONALE/BACKGROUND:

The Middle School Foundation Academies Supplemental Grant provides San Juan Unified School District with additional funding for classroom equipment to further strengthen the Middle School Foundation Academies Program at Louis Pasteur Middle School. Additional funding became available for this program and the California Department of Education offered it specifically for classroom technology or equipment.

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 11/09/2020

FISCAL IMPACT:

Current Budget: \$50,000

Additional Budget: \$4,800

Funding Source: CDE

(Unrestricted Base, Supplemental, other restricted, etc.)

Current Year Only On-going

LCAP/STRATEGIC PLAN:

Goal: 1 Focus: 6

Action: 5

Strategic Plan: 1 and 2

PREPARED BY: Robyn Caruso, Program Specialist, Grants/Special Projects

APPROVED BY: Trent Allen, APR, Senior Director, Community Relations *TA*
Kent Kern, Superintendent of Schools *KK*

**SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

AGENDA ITEM: G-12

MEETING DATE: 11/17/2020

SUBJECT: Lease Amendment No. 2 for Encina Preparatory High School HVAC & Roofing Upgrades for Gymnasiums Project

CHECK ONE:
For Discussion:
For Action:
Report:
Workshop:
Recognition:
Emergency Action:

DEPARTMENT: Facilities

ACTION REQUESTED:

The superintendent is recommending that the board adopt Resolution No. 3012 approving the second amendment to the lease agreement for the Encina Preparatory High School HVAC and Roofing Upgrades for Gymnasiums Project No. 202-9390-N1 between San Juan Unified School District and Clark & Sullivan Builders, Inc. dba Clark/Sullivan Construction.

RATIONALE/BACKGROUND:

To amend the Facilities Lease Exhibit C Lease Payment Schedule to reflect the revised construction completion schedule.

ATTACHMENT(S):

A: Resolution No. 3012

B: Lease Amendment No. 2

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 11/09/2020

FISCAL IMPACT:

Current Budget: \$ N/A

Additional Budget: \$ N/A

Funding Source: N/A

(Unrestricted Base, Supplemental, other restricted, etc.)

Current Year Only On-going

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A

Action: N/A

Strategic Plan: N/A

PREPARED BY: Nicholas Arps, Director, Facilities, Construction & Modernization

APPROVED BY: Frank Camarda, Assistant Superintendent, Operations, Facilities and Transportation 
Kent Kern, Superintendent of Schools 

RESOLUTION NO. 3012

**RESOLUTION BY THE SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION APPROVING LEASE AMENDMENT #2
ENCINA HIGH SCHOOL – HVAC & ROOFING UPGRADES FOR GYMNASIUMS
SJUSD PROJECT #202-9390-N1**

WHEREAS, section 17406 of the Education Code authorize school districts, including the San Juan Unified School District (“District”), to use the lease-leaseback procurement process;

WHEREAS, the District Board of Education (“Board”) previously approved the award of the Site Lease and Facilities Lease to Clark & Sullivan Builders, Inc. dba Clark/Sullivan Construction for this Project, which approval for the Facilities Lease was in the amount of \$4,615,598.00;

WHEREAS, the Facilities Lease Exhibit C Lease Payment Schedule will be amended to reflect the revised construction completion schedule;

NOW, THEREFORE, the San Juan Unified School District Board of Education does hereby resolve as follows:

Section 1. The foregoing recitals are hereby adopted as true and correct.

Section 2. The Board approves the revised Exhibit C Lease Payment Schedule to the Total Base Rent in the Facilities Lease.

The foregoing Resolution was adopted by the San Juan Unified School District Board of Education at a meeting of the Board on November 17th, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

**Paula Villescaz, President
San Juan Unified School District
Board of Education**

Attest:

**Zima Creason, Clerk
San Juan Unified School District
Board of Education**



San Juan
Unified School District

San Juan Unified School District

3738 Walnut Avenue, Carmichael, CA 95608

Telephone (916) 971-7700 Main number

Construction Dept: (916) 971-5780/Office (916) 971-5707 Fax

RESOLUTION
BOARD ITEM 11.17.20

Attachment B

Kent Kern, Superintendent of Schools

Frank Camarda, Assistant Superintendent of Operations, Facilities, and Transportation

Facilities Lease Amendment #2

Encina High School

HVAC and Roofing Upgrades for Gymnasiums

DSA File #02-117731/Facilities Lease Agreement #902282

SJUSD Project #202-9390-N1

Effective **October 1, 2020**, the Facilities Lease Agreement dated **September 11, 2018** between the San Juan Unified School District and **Clark & Sullivan Builders dba Clark & Sullivan Construction** for the **Encina High School HVAC and Roofing Upgrades for Gymnasiums** project is amended as follows:

1. Section 4.2 Term of the Facilities Lease is amended to extend the construction phase for completion of the project as outlined in the attached Clark & Sullivan schedule dated October 2, 2020. Construction and punchlist completion, and project acceptance is moved from September 30, 2020 to January 31, 2021 and post-construction shall resume in February 2021 through July 31, 2021. As a result, the Exhibit C Lease Payment Schedule is revised.

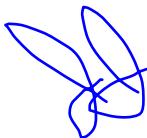
| AMENDMENT #2 | | |
|----------------------------------|---|---------------|
| EXHIBIT C LEASE PAYMENT SCHEDULE | | |
| A | B | C |
| Item No | Month | Lease Payment |
| | Ph 1 Preconstruction | \$ 17,576 |
| 1 | May 2020 Lease Payment (inc B&I) | \$ 796,838 |
| 2 | June 2020 Lease Payment | \$ 695,272 |
| 3 | July 2020 Lease Payment | \$ 695,272 |
| 4 | August 2020 Lease Payment | \$ 695,272 |
| 5 | September 2020 Lease Payment | \$ 139,054 |
| 6 | October 2020 Lease Payment | \$ 139,054 |
| 7 | November 2020 Lease Payment | \$ 139,054 |
| 8 | December 2020 Lease Payment | \$ 139,054 |
| 9 | January 2021 Lease Payment | \$ 139,054 |
| 10 | February 2021 Post Construction Payment | \$ 44,955 |
| 11 | March 2021 Post Construction Payment | \$ 44,108 |
| 12 | April 2021 Post Construction Payment | \$ 44,108 |
| 13 | May 2021 Post Construction Payment | \$ 44,108 |
| 14 | June 2021 Post Construction Payment | \$ 44,108 |
| 15 | July 2021 Post Construction Payment | \$ 44,108 |
| | Total Lease Payments | \$ 3,843,419 |
| | Construction Contingency - 3% | \$ 102,709 |
| | Structural reinforce 11 new EF's at lockerrooms | \$ 5,500 |
| | Floor covering +/- 23,216 sf | \$ 133,492 |
| | Weather protection | \$ 29,100 |
| | Dry-rot behind gutters | \$ 20,000 |
| | Repair at existing downspouts | \$ 18,000 |
| | Paint fascia | \$ 15,000 |
| | Touch-up paint | \$ 10,000 |
| | Misc. branch electrical circuit relocation | \$ 22,000 |
| | Construction Contingency Total | \$ 355,801 |
| | Owner Contingency - 10% | \$ 373,802 |
| | OC Design assist | \$ 25,000 |
| | Owner Contingency Total | \$ 398,802 |
| | Total Contingencies | \$ 754,603 |
| | TOTAL BASE RENT | \$ 4,615,598 |

| | |
|--|-----------------|
| Original Total Base Rent Sum | \$ 1,375,000.00 |
| Net Change by Amendment #1 | \$ 3,240,598.00 |
| Net Change by Amendment #2 | \$ - |
| Total Base Rent including this Amendment | \$ 4,615,598.00 |

In all other respects, the terms and conditions of said Facilities Lease, including the exhibits thereto, remain in full force and effect.

San Juan Unified School District,
A school district organized and existing under the
laws of the State of California

By: 
Nicholas Arps
Title: Director of Facilities, Construction &
Modernization

By: 
Frank Camarda
Title: Assistant Superintendent of Operations,
Facilities, and Transportation

Clark & Sullivan Construction

By: 
Ted Foor
Title: President

Federal Tax Identification Number -
880493821

APPROVED
By N.Perrine at 12:36 pm, Oct 23, 2020

**SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

AGENDA ITEM: G-13

MEETING DATE: 11/17/2020

SUBJECT: Lease Amendment No.2 for Mira Loma High School
HVAC & Roofing Upgrades for Gymnasiums Project

CHECK ONE:
For Discussion:
For Action:
Report:
Workshop:
Recognition:
Emergency Action:

DEPARTMENT: Facilities

ACTION REQUESTED:

The superintendent is recommending that the board adopt Resolution No. 3013 approving the second amendment to the lease agreement for the Mira Loma High School HVAC & Roofing Upgrades for Gymnasiums Project No. 205-9390-P1 between San Juan Unified School District and Clark & Sullivan Builders, Inc. dba Clark/Sullivan Construction.

RATIONALE/BACKGROUND:

To amend the Facilities Lease Exhibit C Lease Payment Schedule to reflect the revised construction completion schedule.

ATTACHMENT(S):

A: Resolution No. 3013

B: Lease Amendment No. 2

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 11/09/2020

FISCAL IMPACT:

Current Budget: \$ N/A

Additional Budget: \$ N/A

Funding Source: N/A

(Unrestricted Base, Supplemental, other restricted, etc.)

Current Year Only On-going

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A

Action: N/A

Strategic Plan: N/A

PREPARED BY: Nicholas Arps, Director, Facilities, Construction & Modernization

APPROVED BY: Frank Camarda, Assistant Superintendent, Operations, Facilities and Transportation 
Kent Kern, Superintendent of Schools 

RESOLUTION NO. 3013

**RESOLUTION BY THE SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION APPROVING LEASE AMENDMENT #2
MIRA LOMA HIGH SCHOOL – HVAC & ROOFING UPGRADES FOR
GYMNASIUMS
SJUSD PROJECT #205-9390-P1**

WHEREAS, section 17406 of the Education Code authorize school districts, including the San Juan Unified School District (“District”), to use the lease-leaseback procurement process;

WHEREAS, the District Board of Education (“Board”) previously approved the award of the Site Lease and Facilities Lease to Clark & Sullivan Builders, Inc. dba Clark/Sullivan Construction for this Project, which approval for the Facilities Lease was in the amount of \$3,510,838.00;

WHEREAS, the Facilities Lease Exhibit C Lease Payment Schedule will be amended to reflect the revised construction completion schedule;

NOW, THEREFORE, the San Juan Unified School District Board of Education does hereby resolve as follows:

Section 1. The foregoing recitals are hereby adopted as true and correct.

Section 2. The Board approves the revised Exhibit C Lease Payment Schedule to the Total Base Rent in the Facilities Lease.

The foregoing Resolution was adopted by the San Juan Unified School District Board of Education at a meeting of the Board on November 17th, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

**Paula Villescaz, President
San Juan Unified School District
Board of Education**

Attest:

**Zima Creason, Clerk
San Juan Unified School District
Board of Education**



San Juan
Unified School District

San Juan Unified School District

3738 Walnut Avenue, Carmichael, CA 95608

Telephone (916) 971-7700 Main number

Construction Dept: (916) 971-5780/Office (916) 971-5707 Fax

RESOLUTION
BOARD ITEM 11.17.20

Attachment B

Kent Kern, Superintendent of Schools

Frank Camarda, Assistant Superintendent of Operations, Facilities, and Transportation

Facilities Lease Amendment #2

Mira Loma High School

HVAC and Roofing Upgrades for Gymnasiums

DSA File #02-117729/Facilities Lease Agreement #902283

SJUSD Project #205-9390-P1

Effective **October 1, 2020**, the Facilities Lease Agreement dated **September 11, 2018** between the San Juan Unified School District and **Clark & Sullivan Builders dba Clark & Sullivan Construction** for the **Mira Loma High School HVAC and Roofing Upgrades for Gymnasiums** project is amended as follows:

1. Section 4.2 Term of the Facilities Lease is amended to extend the construction phase for completion of the project as outlined in the attached Clark & Sullivan schedule dated October 2, 2020. Construction and punchlist completion, and project acceptance is moved from September 30, 2020 to November 30, 2020 and post-construction shall resume in December 2020 through May 31, 2021. As a result, the Exhibit C Lease Payment Schedule is revised.

| Amendment #2 | | |
|----------------------------------|---|---------------|
| EXHIBIT C LEASE PAYMENT SCHEDULE | | |
| A | B | C |
| Item No | Month | Lease Payment |
| | Ph 1 Preconstruction | \$ 16,892 |
| 1 | May 2020 Lease Payment (inc B&I) | \$ 542,319 |
| 2 | June 2020 Lease Payment | \$ 465,063 |
| 3 | July 2020 Lease Payment | \$ 465,063 |
| 4 | August 2020 Lease Payment | \$ 465,063 |
| 5 | September 2020 Lease Payment | \$ 155,021 |
| 6 | October 2020 Lease Payment | \$ 155,021 |
| 7 | November 2020 Lease Payment | \$ 155,021 |
| 8 | December 2020 Post Construction Payment | \$ 30,074 |
| 9 | January 2021 Post Construction Payment | \$ 29,503 |
| 10 | February 2021 Post Construction Payment | \$ 29,503 |
| 11 | March 2021 Post Construction Payment | \$ 29,503 |
| 12 | April 2021 Post Construction Payment | \$ 29,503 |
| 13 | May 2021 Post Construction Payment | \$ 29,503 |
| | Total Lease Payments | \$ 2,580,160 |
| | Construction Contingency - 3% | \$ 65,721 |
| | Floor protection +/- 19,730sf | \$ 113,448 |
| | Weather protection | \$ 29,100 |
| | Roofing support blocks | \$ 10,500 |
| | Paint touch-up | \$ 10,000 |
| | Construction Contingency Total | \$ 228,769 |
| | Owner Contingency - 5% | \$ 125,017 |
| | OC Design assist | \$ 60,000 |
| | Pool boiler | \$ 500,000 |
| | Owner Contingency Total | \$ 685,017 |
| | Total Contingencies | \$ 913,786 |
| | TOTAL BASE RENT | \$ 3,510,838 |

| | |
|--|-----------------|
| Original Total Base Rent Sum | \$ 1,251,000.00 |
| Net Change by Amendment #1 | \$ 2,259,838.00 |
| Net Change by Amendment #2 | \$ - |
| Total Base Rent including this Amendment | \$ 3,510,838.00 |

In all other respects, the terms and conditions of said Facilities Lease, including the exhibits thereto, remain in full force and effect.

San Juan Unified School District,
A school district organized and existing under the
laws of the State of California

By: _____

 Nicholas Arps
 Title: Director of Facilities, Construction &
 Modernization

By: _____

 Frank Camarda
 Title: Assistant Superintendent of Operations,
 Facilities, and Transportation

Clark & Sullivan Construction

By: _____

 Ted Foor
 Title: President

Federal Tax Identification Number -
 880493821

APPROVED
By N.Perrine at 12:37 pm, Oct 23, 2020

**SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

AGENDA ITEM G-14

MEETING DATE: 11/17/2020

SUBJECT: Lease Amendment Del Campo High School
Design/Build New Science/Media Building and CTE Modernization
Project

CHECK ONE:
For Discussion:
For Action:
Report:
Workshop:
Recognition:
Emergency Action:

DEPARTMENT: Facilities

ACTION REQUESTED:

The superintendent is recommending the board adopt Resolution No. 3014 approving Amendment No. 3 to the Design/Build Contract for the Del Campo High School New Science/Media Building and CTE Modernization Project.

RATIONALE/BACKGROUND:

This amendment is a zero-cost change and only reallocates budget line items as noted in Attachment B. The reallocation addresses incorrect amounts provided previously in Amendments No. 1 and No. 2.

ATTACHMENT(S):

A: Resolution No. 3014

B: Lease Amendment No. 3

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 11/09/2020

FISCAL IMPACT:

Current Budget: \$ N/A

Additional Budget: \$ N/A

Funding Source: N/A

(Unrestricted Base, Supplemental, other restricted, etc.)

Current Year Only On-going

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A

Action: N/A

Strategic Plan: N/A

PREPARED BY: Nicholas Arps, Director of Facilities, Construction & Modernization

APPROVED BY: Frank Camarda, Assistant Superintendent, Operations, Facilities and Transportation 
Kent Kern, Superintendent of Schools 

RESOLUTION NO. 3014

**RESOLUTION BY THE SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION APPROVING AMENDMENT NO. 3 TO
DESIGN-BUILD CONTRACT**

**DEL CAMPO HIGH SCHOOL NEW SCIENCE/MEDIA BUILDING AND CTE
MODERNIZATION**

SJUSD Science/Media Commons Building Project # 207-9495-N1

CTE Modernization Project # 207-9495-N1

CTE Fire/EMT Project # 207-9495-N2

CTE Broadcast Project # 207-9495-N3

WHEREAS, section 17250.10 et seq. of the Education Code authorize school districts, including the San Juan Unified School District (“District”), to use the design-build procurement process;

WHEREAS, in Resolution No. 2933 & 2985, the District Board of Education (“Board”) previously approved the award of the Design-Build Contract for this Project, which approval stated the award was to XL Construction; and

WHEREAS, the following budget line items need to be revised and funds reallocated to address incorrect amounts approved in Amendments 1 & 2 thus resulting in a zero cost change.

NOW, THEREFORE, the San Juan Unified School District Board of Education does hereby resolve as follows:

Section 1. The foregoing recitals are hereby adopted as true and correct.

Section 2. The Board approves amending the following budget line items as stated in Amendment #3.

The foregoing Resolution was adopted by the San Juan Unified School District Board of Education at a meeting of the Board on November 17th, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

**Paula Villescaz, President,
San Juan Unified School District
Board of Education**

Attest:

**Zima Creason, Clerk
San Juan Unified School District
Board of Education**



San Juan Unified School District

Facilities Business Department

5320 Hemlock Street, Sacramento, California 95841

Telephone 916- 971-7283

Internet Web Site: www.sanjuan.edu

Kent Kern, Superintendent of Schools

Frank Camarda, Assistant Superintendent, Operations, Facilities and Transportation

Amendment #03

Del Campo High School Science/Media Commons Building and CTE Modernization

**DSA App. #02-117849/Design-Build Agreement RFP # 19-104
SJUSD Science/Media Commons Building Project # 207-9512-N1
CTE Modernization Project # 207-9495-N1
CTE Fire/EMT Project # 207-9495-N2
CTE Broadcast Project # 207-9495-N3**

Effective 11/17/2020, the Design-Build Agreement dated March 12, 2019 between the San Juan Unified School District and XL Construction Corporation for the **Del Campo High School New Science/Media Commons Building and CTE Modernization** is amended as follows:

Below are revised budget line item amounts summarized by CTE Modernization and New Science/Media Commons Building projects, to address incorrect amounts provided previously in Amendments 1 and 2. This Amendment is a zero cost change and only changes budget line items as noted below.

| | |
|--|-----------------|
| Original Project Agreement - CTE Modernization PO # 907586 BL 6210 \$ 588,416 / BL 6270 \$ 2,006,053 | \$ 2,594,469.00 |
| Change by prior Amendments # 01 and 02 \$ 2,765,479 - CTE Mod #207-9495-N1 / PO # 907586 BL 6210 \$ 146,822 / BL 6270 \$ 2,618,657 \$ 2,558,834 - CTE Fire/EMR # 207-9495-N2 / PO # 006857 BL 6270 \$ 2,558,834 \$ 1,958,149 - CTE Broadcast # 207-9495-N3 / PO # 006858 BL 6270 \$ 1,958,149 | \$ 7,282,462.00 |
| Total Current Amendment # 03 - CTE Mod # 207-9495-N1 / PO # 907586 BL 6210 (\$ 129,548) / BL 6270 \$ 129,548 | \$ - |
| Total Revised Agreement Amount | \$ 9,876,931.00 |

Current Amendment Breakdown: OBJE: 6210 \$ - 129,548 OBJE: 6270 \$ 129,548



| | |
|--|------------------|
| Original Project Agreement - Science/Media Commons Building # 207-9512-N1 / PO # 907585 | |
| BL 6210 \$ 1,554,204 / BL 6270 \$ 3,038,709 | \$ 4,592,913.00 |
| Change by prior Amendments # 01 and 02 | |
| BL 6210 \$ 283,178 / BL 6270 \$26,241,041 | \$ 26,524,219.00 |
| Total Current Amendment #03 - # 207-9512-N1 / PO #907585 | |
| BL 6210 (\$ 302,540) / BL 6270 \$ 302,540 | \$ - |
| Total Revised Agreement Amount | \$ 31,117,132.00 |

Current Amendment Breakdown: OBJE: 6210 \$ - 302,540 OBJE: 6270 \$ 302,540



In all other respects, the terms and conditions of said Design-Build Agreement, including the exhibits thereto, remain in full force and effect.

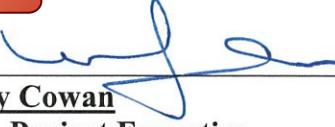
San Juan Unified School District,
A school district organized and existing under the
laws of the State of California

By: _____

 Nicholas Arps
 Title: Director of Facilities, Construction &
 Modernization

XL Construction
A California Corporation

SIGN HERE

By:  10/30/2020
Kelley Cowan
 Title: Project Executive

Federal Tax Identification Number –
77-0307724

By: _____
 Frank Camarda
 Title: Assistant Superintendent, Operations,
 Facilities and Transportation



APPROVED

By N.Perrine at 12:44 pm, Nov 02, 2020

**SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

AGENDA ITEM: I-1

MEETING DATE: 11/17/2020

SUBJECT: Special Education Update

CHECK ONE:

For Discussion:

For Action:

Report:

Workshop:

Recognition:

Emergency Action:

DEPARTMENT: Special Education

ACTION REQUESTED:

The superintendent is recommending that the board receive an update about the district's Special Education Department.

RATIONALE/BACKGROUND:

Beginning September 14, 2020, the Special Education Department resumed in-person assessments that had been postponed since our closure due to COVID-19 on March 13, 2020. The department has also started providing in-person instruction and services beginning November 2, 2020, for San Juan students with moderate to severe needs.

ATTACHMENT(S):

A: Presentation

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 11/09/2020

FISCAL IMPACT:

Current Budget: \$ 169,000

Additional Budget: \$ _____

Funding Source: One-time Funds

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A

Action: N/A

Strategic Plan: N/A

PREPARED BY: Vanessa Adolphson, Director, Special Education

APPROVED BY: Debra Calvin, Ed.D., Assistant Superintendent, Educational Services *DC*
Melissa Bassanelli, Deputy Superintendent, Schools and Student Support *MBS*
Kent Kern, Superintendent of Schools *KK*

Special Education

San Juan Unified School District
November 17, 2020

Debra Calvin, Ed.D., Assistant Superintendent, Educational Services
Vanessa Adolphson, Director, Special Education
Stephanie Malia, Principal, Arden Middle School
Michele Kelly, Special Education Practitioner, Arden Middle School
James Reinhard, Principal Coyle Avenue School
Josh Brouillet, Special Education Practitioner, Coyle Avenue School



UPDATES

- In-person assessments
- Return of
Mild/Moderate (MM),
Moderate/Severe (MS)
self-contained students
on school campus



Assessments & Reopening

Collaboration Team

- Senior Leadership
- Division of Teaching and Learning (DTL)
- Pandemic Team
- San Juan Teachers Association (SJTA)
- California School Employees Association (CSEA)
- San Juan Professional Educators Coalition (SJPEC)

3

Special Education Assessments

- Site teams met to prioritize and schedule overdue triennials and initial assessments
- Estimated time for a comprehensive student assessment: 20 hours for Individualized Education Program (IEP) team to conduct assessments, analyze findings and write reports

assessment diagnosis planning implementation evaluation

4

1:1 In-Person Assessments



Supplies for assessment:

- Protocols
- Two sets of manipulatives if needed
- Table and chairs
- Shield guards and Personal Protective Equipment (PPE)

5

Special Education–Voices From the Field

Arden Team:

Stephanie Malia, Principal

Michele Kelly, Special Education Practitioner



6

Self-Contained Mild/Moderate and Moderate/Severe Programs

INTERSESSION

November 2, 2020 - December 18, 2020
Monday, Tuesday, Thursday and Friday

*Wednesday will be asynchronous instruction off-campus



7

Enrollment

| Enrolled to In Person Learning | Week #1 Attended at Least 1 time | 11/6/20 End of Day Count |
|--------------------------------|----------------------------------|--------------------------|
| 472 | 406 | 355 |

8

Special Education–Voices From the Field

Coyle Avenue Elementary School

James Reinhard, Principal

Josh Brouillet, Special Education Practitioner

9

Meet the Teams and Parent Workshops

Twice a month - One evening and one morning for updates from
Special Education (SPED) Administrators

Parent Workshops:

- September 17th: De-Escalation
- October 22nd: Strategies for Success
- October 29th: Motivation
- November 5th: Academic Supports
- November 12th: Mental Health

10

Safety Guidelines and Preparations

Frank Camarda, Assistant Superintendent of Operations, Facilities and Transportation

Chris Ralston, Manager of Maintenance and Operations

Dominic Covello, Director of Student Support Services



11

Thank you!

12

**SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

AGENDA ITEM: I-2

MEETING DATE: 11/17/2020

SUBJECT: Family and Community Engagement Update

CHECK ONE:
For Discussion:
For Action:
Report:
Workshop:
Recognition:
Emergency Action:

DEPARTMENT: Family and Community Engagement

ACTION REQUESTED:

The superintendent is recommending the board receive an update on the activities and actions of the district's Family and Community Engagement department.

RATIONALE/BACKGROUND:

The Family and Community Engagement department would like to update the board and community on current districtwide efforts to increase and expand family engagement and community partnerships at the school site and district level. Information will be shared regarding successful activities accomplished in the fall as well as on current family engagement activities, including activities and projects led by our Parent/Family Support Ambassadors and services offered to families during distance learning. Additionally, an information update will be provided regarding community partnerships along with a presentation highlight from Kiwanis International.

ATTACHMENT(S):

A: Presentation

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 11/09/2020

FISCAL IMPACT:

Current Budget: \$ N/A

Additional Budget: \$ N/A

Funding Source: N/A

(Unrestricted Base, Supplemental, other restricted, etc.)

Current Year Only On-going

LCAP/STRATEGIC PLAN:

Goal: 1 Focus: 7

Goal: 2 Focus: 6

Strategic Plan: 3

PREPARED BY: Lisa Borrego, Director, Family Engagement and Partnership Development

APPROVED BY: Trent Allen, APR, Senior Director, Community Relations TA
Kent Kern, Superintendent of Schools KK

Fall 2020

Family and Community Engagement

San Juan Unified School District
November 17, 2020



1

Value of Family Engagement

A word cloud centered around the concept of family engagement. Key words include: parent, engagement, achievement, school, support, motivation, reciprocity, participation, retention, enrolment, community, graduation, expectations, home, communication, teacher, respect, relationships, student, trust, performance, adaptation, autonomy, confidence, involvement, ownership, literacy, attendance, and various social and academic terms like mathematics, socialization, opportunities, partnerships, self-esteem, behaviour, ratings, and climate aspirations.

2



OUR COMMITMENT

FACE is committed to services, programs and partnerships that support and build the capacity of families to engage with their students and school community in a meaningful and authentic way



3

Keys to Family Engagement

- Linked to learning and development
- Relational
- Interactive
- Collaborative
- Developmental



4

Benefits of Family Engagement

- Increased student achievement
- Improved attendance and behavior
- Enhanced staff understanding of family-community strengths
- Stronger school connections



Maria Godoy
Parent Family Support
Ambassador

Talleres Familiares, Spanish Language
Engagement Workshops



**Engaging and Illuminating
Student Voices:
Mesa Verde High School**



Gabriel Conejo, Grade 12



Ashlynn Gordon, Grade 9



San Juan
Unified School District

**Comprehensive Coordinated
Intervention Early Services**

*Michele Speed, Vice Principal
Encina Preparatory High School*



*Parent Family Support Ambassador,
Anthony Brooks*

Community Partnership

Focused support:

- Diversity
- Social and emotional well-being
- Closing the digital divide
- Aiding with learning loss



Community Conversations



Donations:

Fall 2020- \$34,000



9

Community Conversation - Kiwanis

- Engaging with community partners who have similar goals as San Juan
- Encouraging deeper engagement with long term community partners
- Kiwanis Club of Carmichael



10

Spring 2021

- Continued work around connecting, engaging and supporting sites and families
- Families Matter workshops (multiple languages)
- Parent Leadership Academy
- Family engagement professional development series

11



Questions?



12



**SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

AGENDA ITEM: I-3

MEETING DATE: 11/17/2020

SUBJECT: New Board Policy 0415 - Equity

CHECK ONE:

For Discussion:

For Action:

Report:

Workshop:

Recognition:

Emergency Action:

DEPARTMENT: Equity and Student Achievement

ACTION REQUESTED:

The superintendent is recommending that the board adopt Board Policy 0415 regarding equity.

RATIONALE/BACKGROUND:

The district is recommending a new board policy regarding equity. During the 2019-2020 and 2020-2021 school years, the Equity and Student Achievement and Legal departments worked together to draft the language of the board policy, which was presented to various stakeholder groups for feedback. As issues surrounding equity and the development of the San Juan 8 Point Commitment to Educational Justice have evolved and become more complex, we want to ensure the district has a policy that provides equitable practices and outcomes for all students.

ATTACHMENT(S):

A: Proposed Board Policy 0415 - Equity

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 09/28/2020

Board of Education: 10/27/2020

FISCAL IMPACT:

Current Budget: N/A

Additional Budget: \$ N/A

Funding Source: \$ N/A

(Unrestricted Base, Supplemental, other restricted, etc.)

Current Year Only On-going

LCAP/STRATEGIC PLAN:

Goal: 1 Focus: 6, 8, 9

Goal: 2 Focus: 4, 5

Action: N/A

Strategic Plan: 4

PREPARED BY: Diana Marshall, Director, Equity and Student Achievement

APPROVED BY: Debra Calvin, Ed.D., Assistant Superintendent, Educational Services *DC*
Melissa Bassanelli, Deputy Superintendent, Schools and Student Support *MBS*
Kent Kern, Superintendent of Schools *KK*

DRAFT Board Policy

Philosophy, Goals, Objectives and Comprehensive Plans BP0415

EQUITY

The governing board believes that the diversity that exists among the district's community of students, staff, parents/guardians and community members is integral to the district's vision, mission and goals. Addressing the needs of the most marginalized learners requires recognition of the inherent value of diversity and acknowledgement that educational excellence requires a commitment to equity in the opportunities provided to students and the resulting outcomes.

(cf. [0000](#) – Concept and Roles)

(cf. [0100](#) – Philosophy/Mission)

(cf. [0200](#) - Goals for the School District)

(cf. [0410](#) - Nondiscrimination in District Programs and Activities)

(cf. [5145.3](#) - Nondiscrimination/Harassment)

In order to eliminate institutional bias of any kind, including implicit or unintentional biases and prejudices that affect student achievement and to eliminate disparities in educational outcomes for students from historically underserved and underrepresented populations, the district shall proactively identify class and cultural biases as well as practices, policies and institutional barriers that negatively influence student learning, perpetuate achievement gaps and impede equal access to opportunities for all students.

The board shall make decisions with a deliberate awareness of the challenges and barriers faced by students based on their identity/identities. To ensure that equity is the intentional result of district decisions, the board shall consider whether its decisions address the needs of students of non-dominant identities across race, ethnicity, linguistics, sexual orientation, gender identity, gender expression, disability and socio-economic status and remedy the inequities that such communities experienced in the context of a history of exclusion, discrimination and segregation. Board decisions shall not rely on biased or stereotypical assumptions about any particular group of students.

(cf. [6173](#) - Education for Homeless Children)

(cf. [6174](#) - Education for English Language Learners)

(cf. [9000](#) - Role of Board and Members (Powers, Purposes, Duties))

(cf. [9310](#) – Policy Manual)

The board and the superintendent or designee shall develop and implement policies and strategies to promote equity in district programs and activities, through measures such as the following:

1. Building a positive school climate that promotes student engagement, physical safety, social and emotional safety, academic achievement and other supports for student success. Staff will use stakeholder voice to identify actions and areas of improvement.
2. Conducting program evaluations that focus on equity success indicators which include and address the academic outcomes and performance of all students. Staff will provide opportunities for community stakeholders to review program evaluations and provide feedback on actions, progress and evaluation.

(cf. [0500](#) – Review and Evaluation)

3. Providing external and internal resources and collaborating with local agencies and community groups to ensure the availability and delivery of necessary support services for students in need.

(cf. [1400](#) - Relations Between Other Governmental Agencies and the Schools)

(cf. [6164.2](#) - Guidance Services)

4. Providing and building efficacy with common ongoing, researched-based, professional learning on culturally responsive pedagogy, building collective capacity to interrupt both implicit and explicit racial/social inequities and adopt anti-racist/anti-bias education and practices.

(cf. [4131](#) - Staff Development)

(cf. [4231](#) - Staff Development)

5. Adopting curriculum and instructional materials that accurately reflect the diverse ethnicities and identities among student groups to help ensure historically accurate perspectives.

(cf. [6141](#) - Curriculum Development and Design)

(cf. [6161.1](#) - Selection and Evaluation of Instructional Materials)

6. Routinely assessing student needs based on quantitative and qualitative data disaggregated by race, ethnicity and socio-economic and cultural backgrounds in order to enable equity-focused policy, planning and resource development decisions.

(cf. [0460](#) - Local Control and Accountability Plan)

(cf. [6162.5](#) – Research/Standardized Testing Student Assessment)

7. Promoting the employment and retention of a diverse staff across all departments and sites that reflects the student demographics of the community and continues to create career pathways for employees.

8. Analyzing expenditures and allocating financial and human resources in a manner that provides all students with equitable access to district programs, support services and opportunities for success and promotes equity and inclusion in the district. Such resources include access to high-quality administrators, teachers and other district/school personnel, funding; technology, equipment, textbooks and other instructional materials; facilities; and community resources or partnerships.

(cf. [3100](#) - Budget)

(cf. [4113](#) - Assignment)

(cf. [7110](#) – Determining Needs)

9. Enabling and encouraging all students to enroll in, participate in and complete curricular and extracurricular courses, advanced college preparation programs, career technical education and other student activities.

(cf. [6141.4](#) - International Baccalaureate Program)

(cf. [6143](#) - Courses of Study)

(cf. [6145](#) - Extracurricular and Cocurricular Activities)

(cf. [6152.1](#) - Placement in Mathematics Courses)

Legal Reference:

EDUCATION CODE

200-262.4 Educational equity

52077 Local control and accountability plan

60040 Selection of instructional materials

GOVERNMENT CODE

11000 Definitions

11135 Nondiscrimination in programs or activities funded by state

PENAL CODE

422.55 Definition of hate crime

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE TITLE 20

1400-1482 Individuals with Disabilities in Education Act

1681-1688 Discrimination based on sex or blindness, Title IX

2301-2414 Strengthening Career and Technical Education for the 21st Century Act

6311 State plans

6312 Local education agency plans

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

2000h-2000h-6 Title IX

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

36.303 Auxiliary aids and services

CODE OF FEDERAL REGULATIONS, TITLE 34

100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI

104.1-104.39 Section 504 of the Rehabilitation Act of 1973

106.1-106.61 Discrimination on the basis of sex, effectuating Title IX

Management Resources:

CSBA PUBLICATIONS

Meeting California's Challenge: Access, Opportunity and Achievement: Key Ingredients for Student Success, 2017

The School Board Role in Creating the Conditions for Student Achievement, 2017

African-American Students in Focus: Closing Opportunity and Achievement Gaps for African-American Students, 2016

African-American Students in Focus: Demographics and Achievement of California's African-American Students, 2016

Latino Students in California's K-12 Public Schools, 2016

Research-Supported Strategies to Improve the Accuracy and Fairness of Grades, 2016

Climate for Achievement Governance Brief Series, 2015

Math Misplacement, 2015

CENTER FOR URBAN EDUCATION PUBLICATIONS

Protocol for Assessing Equity-Mindedness in State Policy, 2017

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

Center for Urban Education: <https://cue.usc.edu>

Safe Schools Coalition: <http://www.casafeschools.org>

Policy SAN JUAN UNIFIED SCHOOL DISTRICT

adopted: , 2020 Carmichael, California

effective: , 2020

**SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

AGENDA ITEM: I-4

MEETING DATE: 11/17/2020

SUBJECT: Board Policy Revisions

CHECK ONE:

For Discussion:

For Action:

Report:

Workshop:

Recognition:

Emergency Action:

DEPARTMENT: Legal Services

ACTION REQUESTED:

The superintendent is recommending that the board discuss and approve the proposed revisions to the following board policies: Board Policy 5141.52 Suicide Prevention, Board Policy 5111 Admission, Board Policy 5111.1 District Residency, Board Policy 5125 Student Records, Board Policy 5125.1 Directory Information, Board Policy 0410 Nondiscrimination In District Programs and Activities, Board Policy 4030 Nondiscrimination In Employment and Board Policy 5145.3 Nondiscrimination/Harassment.

RATIONALE/BACKGROUND:

The Board of Education is required to periodically review a number of the district's board policies to ensure compliance with the Federal Program Monitoring (FPM) process. Substantive changes are recommended to update Board Policy 5141.52 Suicide Prevention, Board Policy 5111 Admission, Board Policy 5111.1 District Residency, Board Policy 5125 Student Records, Board Policy 5125.1 Directory Information, Board Policy 0410 Nondiscrimination In District Programs and Activities, Board Policy 4030 Nondiscrimination In Employment and Board Policy 5145.3 Nondiscrimination/Harassment. To comply with FPM deadlines, the board is asked to discuss and approve the revisions at this meeting.

ATTACHMENT(S):

- A: Proposed revisions to Board Policy 5141.52 Suicide Prevention
- B: Proposed revisions to Board Policy 5111 Admission
- C: Proposed revisions to Board Policy 5111.1 District Residency
- D: Proposed revisions to Board Policy 5125 Student Records
- E: Proposed revisions to Board Policy 5125.1 Directory Information
- F: Proposed revisions to Board Policy 0410 Nondiscrimination In District Programs and Activities
- G: Proposed revisions to Board Policy 4030 Nondiscrimination in Employment
- H: Proposed revisions to Board Policy 5145.3 Nondiscrimination/Harassment

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 11/09/2020

PREPARED BY: Linda C. T. Simlick, General Counsel *LTS*

APPROVED BY: Kent Kern, Superintendent of Schools *KK*

San Juan USD

Board Policy

Suicide Prevention

BP 5141.52
Students

The Board of Education recognizes that suicide is a leading cause of death among youth and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. To attempt to reduce suicidal behavior and its impact on students and families, the superintendent or designee shall develop measures and strategies for suicide prevention, intervention, and postvention.

In developing measures policy and strategies for suicide prevention and intervention, the superintendent or designee may shall consult with school and community stakeholders such as administrators, other staff, parents/guardians, and students; school-employed mental health professionals such as, school counselors, school psychologists, school social workers, administrators, and school nurses; other staff, parents/guardians, students, suicide prevention experts such as local health agencies, mental health professionals, and community organizations; law enforcement; and, in developing policy for grades K-6, the county mental health plan. (Education Code section 215).

(cf. 1220 - Citizen Advisory Committees)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

The Board shall ensure that measures and strategies for students in grades K-6 are age appropriate and delivered and discussed in a manner that is sensitive to the needs of young students. (Education Code section 215)

Such measures and strategies for suicide prevention, intervention, and postvention shall include, but are not limited to:

1. Staff development on suicide awareness and prevention for teachers, school counselors, and other district employees who interact with students, as described in the accompanying administrative regulation

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)

2. Instruction to students in problem-solving and coping skills to promote students' mental, emotional, and social health and well-being, as well as instruction in recognizing and appropriately responding to warning signs of suicidal intent in others

(cf. 6142.2 - Comprehensive Health Education)

3. Methods for promoting a positive school climate that enhances students' feelings of connectedness with the school and that is characterized by caring staff and harmonious interrelationships among students

(cf. 5131 - Conduct)

(cf. 5131.2 -Bullying)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

4. The provision of information to parents/guardians regarding risk factors and warning signs of suicide, the severity of the youth suicide problem, the district's suicide prevention curriculum, basic steps for helping suicidal youth, and/or school and community resources that can help youth in crisis

5. Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions

6. Crisis intervention procedures for addressing suicide threats or attempts

7. Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of a student's suicide

As appropriate, these measures and strategies shall specifically address the needs of students who are at high risk of suicide, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth. (Education Code section 215)

If a referral is made for mental health or related services for a student in grade K-6 who is a Medi-Cal beneficiary, the superintendent or designee shall coordinate and consult with the county mental health plan. (Education Code section 215)

District employees shall act only within the authorization and scope of their credential or license. Nothing in this policy shall be construed as authorizing or encouraging district employees to diagnose or treat mental illness unless they are specifically licensed and employed to do so. (Education Code section 215)

The board shall review, and update as necessary, this policy at least every five years. (Education Code section 215)

The superintendent or designee shall post this policy on the district's web site, in a prominent location and in a manner that is easily accessible to parents/guardians and students. (Education Code section 234.6)

Legal Reference:

EDUCATION CODE

215 Student suicide prevention policies

[215.5 Suicide prevention hotline contact information on student identification cards](#)

[216 Suicide prevention online training programs](#)

[234.6 Posting suicide prevention policy on web site](#)

32280-32289 Comprehensive safety plan

49060-49079 Student records

49602 Confidentiality of student information

49604 Suicide prevention training for school counselors

GOVERNMENT CODE

810-996.6 Government Claims Act

PENAL CODE

11164-11174.3 Child Abuse and Neglect Reporting Act

WELFARE AND INSTITUTIONS CODE

5698 Emotionally disturbed youth; legislative intent

5850-5883 Mental Health Services Act

COURT DECISIONS

Corales v. Bennett (Ontario-Montclair School District), (2009) 567 F.3d 554

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008

Health Framework for California Public Schools, Kindergarten Through Grade Twelve, [2003-2019](#)

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009

NATIONAL ASSOCIATION OF SCHOOL PSYCHOLOGISTS PUBLICATIONS

Preventing Suicide, Guidelines for Administrators and Crisis Teams, 2015

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS Preventing Suicide: A Toolkit for High Schools, 2012

National Strategy for Suicide Prevention: Goals and Objectives for Action, rev. 2012

WEB SITES

American Association of Suicidology: <http://www.suicidology.org> American Foundation for Suicide Prevention: <http://afsp.org> American Psychological Association: <http://www.apa.org> American School Counselor Association: <http://www.schoolcounselor.org> California Department of Education, Mental Health: <http://www.cde.ca.gov/ls/cg/mh> California Department of Health Care Services, Suicide Prevention Program:

<http://www.dhcs.ca.gov/services/MH/Pages/SuicidePrevention.aspx>

Centers for Disease Control and Prevention, Mental Health: <http://www.cdc.gov/mentalhealth>

National Association of School Psychologists: <http://www.nasponline.org>

National Institute for Mental Health: <http://www.nimh.nih.gov> Trevor Project:

<http://thetrevorproject.org>

U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services

Administration: <http://www.samhsa.gov>

Policy SAN JUAN UNIFIED SCHOOL DISTRICT
adopted: June 27, 2017 Carmichael, California
revised: , 2020

San Juan USD

Board Policy

Admission

BP 5111

Students

The governing board encourages the enrollment and appropriate placement of all school-aged children in school. The superintendent or designee shall inform parents/guardians of children seeking admission to a district school at any grade level about admission requirements and shall assist them with enrollment procedures.

The superintendent or designee shall announce and publicize the timeline and process for registration of students at district schools. Applications for intradistrict or interdistrict enrollment shall be subject to the timelines specified in applicable board policies and administrative regulations.

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 5117 - Interdistrict Attendance)

(cf. 5118 – Transfers; Withdrawals)

All appropriate staff shall receive training on district admission policies and procedures, including information regarding the types of documentation that can and cannot be requested.

The district's enrollment application shall include information about the health care options and enrollment assistance available to families within the district. The district shall not discriminate against any child for not having health care coverage and shall not use any information relating to a child's health care coverage or his/her interest in learning about health care coverage in any manner that would harm the child or his/her family. (Education Code section 49452.9)

The Governing Board believes that all children should have the opportunity to receive educational services. All children residing within the district shall have access to district schools. Immigrant children shall not be denied admission on the basis of citizenship or legal resident status. Children of the homeless shall be admitted with or without a permanent address, preferably to a school which offers both a breakfast and lunch program. Staff shall encourage parents/guardians to enroll all school-aged children in school.

Verification of Admission Eligibility

Before enrolling any child in a district school, the superintendent or designee shall verify the child's age, residency, immunization, and other applicable eligibility criteria specified in law, the accompanying administrative regulation, or other applicable board policy or administrative

~~regulation. The Superintendent or designee shall maintain procedures which provide for the verification of all entrance requirements specified in law and in Board policies and regulations.~~

(cf. 5111.1 - District Residency)

(cf. 5125 - Student Records; Confidentiality)

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.3 - Health Examinations)

~~No child shall be admitted to any district school without presentation of a fully documented immunization record as required by law, unless otherwise exempted. (Health and Safety Code 120335)~~

(cf. 5141.31 - Immunizations)

The district shall not inquire into or request documentation of a student's social security number or the last four digits of the social security number or the citizenship or immigration status of the student or his/her family members. (Education Code sections 234.7, 49076.7)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 5145.13 - Response to Immigration Enforcement)

(cf. 5145.3 - Nondiscrimination/Harassment)

However, such information may be collected when required by state or federal law or to comply with requirements for special state or federal programs. In any such situation, the information shall be collected separately from the school enrollment process and the superintendent or designee shall explain the limited purpose for which the information is collected. Enrollment in a district school shall not be denied on the basis of any such information of the student or his/her parents/guardians obtained by the district, or the student's or parent/guardian's refusal to provide such information to the district.

School registration information shall list all possible means of documenting a child's age for grades K-1 as authorized by Education Code section 48002 or otherwise prescribed by the board. Any alternative document allowed by the district shall be one that all persons can obtain regardless of immigration status, citizenship status, or national origin and shall not reveal information related to citizenship or immigrant status.

The superintendent or designee shall immediately enroll a homeless student, foster youth, student who has had contact with the juvenile justice system, or a child of a military family regardless of outstanding fees or fines owed to the student's last school, lack of clothing normally required by the school, such as school uniforms, or his/her inability to produce previous academic, medical, or other records normally required for enrollment. (Education Code sections 48645.5, 48850, 48852.7, 48853.5, 49701; 42 USC 11432)

(cf. 6173 - Education for Homeless Children)

Legal Reference:

EDUCATION CODE

[234.7 Student protections relating to immigration and citizenship status](#)

[46300 Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten](#)

46600 Agreements for admission of pupils desiring interdistrict attendance

48000 Minimum age of admission (kindergarten)

48002 Evidence of minimum age required to enter kindergarten or first grade

48010 Minimum age of admission (first grade)

48011 Admission from kindergarten or other school; —minimum age

48050-48053 Nonresidents

48200 Children between ages of 6 and 18 years (compulsory full-time education)

[48350-48361 Open Enrollment Act](#)

[48645.5 Enrollment of former juvenile court school students](#)

[48850-48859 Educational placement of homeless and foster youth](#)

49076 Access to records by persons without written consent or under judicial order

[49076.7 Student records; data privacy; social security numbers](#)

49408 Information of use in emergencies

[49452.9 Health care coverage options and enrollment assistance](#)

[49700-49703 Education of children of military families](#)

HEALTH AND SAFETY CODE

120325-120380 Education and child care facility immunization requirements

121475-121520 Tuberculosis tests for ~~pupils~~students

CODE OF REGULATIONS, TITLE 5

200 Promotion from kindergarten to first grade

201 Admission to high school

CODE OF REGULATIONS, TITLE 17

6000-6075 School attendance immunization requirements

[UNITED STATES CODE, TITLE 5](#)

[552a Note Refusal to disclose social security number](#)

[UNITED STATES CODE, TITLE 42](#)

11431-11435 McKinney Homeless Assistance Act

[COURT DECISIONS](#)

[Plyler v. Doe, 457 U.S. 202 \(1982\)](#)

[Management Resources:](#)

[CSBA PUBLICATIONS](#)

[Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017](#)

[CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS](#)

[Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018](#)

[U.S. DEPARTMENT OF JUSTICE CIVIL RIGHTS DIVISION AND U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS JOINT PUBLICATIONS](#)

[Dear Colleague Letter: School Enrollment Procedures, May 8, 2014](#)

[Fact Sheet: Information on the Rights of All Children to Enroll in School, May 8, 2014](#)

[Information on the Rights of All Children to Enroll in School: Questions and Answers for States,](#)

School Districts and Parents, May 8, 2014

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Health Care Coverage and Enrollment Assistance:

<http://www.cde.ca.gov/ls/he/hc>

California Office of the Attorney General: <http://oag.ca.gov>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/about/offices/list/ocr>

U.S. Department of Justice: <http://www.justice.gov>

Management Resources:

CDE MANAGEMENT ADVISORIES

0900.90 Changes in law concerning eligibility for admission to kindergarten

Policy SAN JUAN UNIFIED SCHOOL DISTRICT

Adopted: June 9, 1992 Carmichael, California

Effective: September 1, 1992

Revised: May 26, 2009

Revised: , 2020

San Juan USD

Board Policy

District Residency

BP 5111.1
Students

The governing board desires to admit all students who reside within district boundaries or who fulfill the district residency requirements through other means as allowed by law. The superintendent or designee shall develop procedures to facilitate the receipt and verification of students' proof of residency.

(cf. 5116 - School Attendance Boundaries)

The superintendent or designee shall annually notify parents/guardians of all existing attendance options available in the district, including, but not limited to, all options for meeting residency requirements for school attendance. (Education Code section 48980)

(cf. 5116.1 - Intradistrict Open Enrollment)

(cf. 5117 - Interdistrict Attendance)

(cf. 5145.6 - Parental Notifications)

The superintendent or designee shall require parents/guardians to provide documentation of the student's residency upon admission to a district school. A copy of the document or written statement offered as verification of residency shall be maintained in the student's mandatory permanent record. (5 CCR 432)

(cf. 5111 - Admission)

(cf. 5125 - Student Records)

When establishing students' residency for enrollment purposes, the superintendent or designee shall not inquire into the citizenship or immigration status of students or their family members.

(cf. 5145.13 - Response to Immigration Enforcement)

A student's enrollment may be denied when the submitted documentation is insufficient to establish district residency. In any such case, the superintendent or designee shall notify the parent/guardian in writing, including specific reasons for the denial.

When approved by the board and the appropriate agency, the district may enroll students from other countries who are in the United States on an F-1 visa or are participating in an international exchange program under the sponsorship of a government-approved agency.

(cf. 6145.6 - International Exchange)

The district may enroll a nonresident student living in an adjoining state or foreign country in accordance with Education Code sections 48050-48052.

District residency is not required for enrollment in a regional occupational center or program if there are openings in the program or class. (Education Code sections 52317)

~~The Governing Board shall admit only those students who provide proof of district residency. Such proof shall be required prior to enrollment and anytime there is a change in the address of residence. Annual verification will be done through the use of emergency cards which will include a statement that the parent's signature notes their declaration of district residency of their child.~~

~~A student residing within the district may establish residency by documenting that he/she lives with a parent/guardian within the district, that he/she is an emancipated minor living in the district, or that he/she is in the court-appointed care of a licensed foster home, family home, or children's institution within the district. Students shall also qualify as district residents if placed by the parent/guardian into a home located within the district, provided the home is properly licensed or is the home of a relative as defined by the 22 CCR. (Education Code 48200-48204)~~

~~A student not residing within the district shall be deemed a district resident if an interdistrict attendance agreement is in effect or if the student is confined to a district area hospital or residential care facility for treatment of a temporary disability. (Education Code 48206.3-48208)~~

~~(cf. 5117 - Interdistrict Attendance Agreements)~~

~~(cf. 6183 - Home/Hospital Instruction)~~

~~District residency may also be granted to an elementary grade student not residing in the district if the student's parent/guardian works within the district boundaries. Proof of such employment shall be required prior to enrollment and may be required subsequently at regular intervals determined by the Superintendent or designee.~~

~~Before admission is granted, the Board shall review each proposed enrollment and determine whether it would result in additional costs to the district in excess of state funds. If the Board determines that excess costs would be incurred by the district, the student may be denied admission. Any proposed enrollment which would adversely affect the existing desegregation plan of either the current or proposed district may also be grounds for denial of admission.~~

~~If the district grants more than one percent of the ADA or 75 students, whichever is greater, admission to other districts on the basis of parent/guardian place of employment, the Board may deny any further transfers out of the district on this basis. (Education Code 48204)~~

~~Unless approved by the student's current district of attendance, no student shall be admitted into the district on the basis of a parent/guardian place of employment in excess of the limits imposed by law for such transfers.~~

~~The Superintendent or designee shall notify the district of residence of all children requesting admittance into the district on the basis of parent/guardian place of employment.~~

~~The student's parent/guardian shall be notified in writing of the Board's decision to deny admission. The notice shall include specific reasons for the denial.~~

~~The Superintendent or designee shall annually report to the Superintendent of Public Instruction the number of requests for transfer on the basis of parent/guardian place of employment as well as the number of students transferred into and out of the district.~~

Legal Reference:

EDUCATION CODE

[220 Prohibition of discrimination](#)

[234.7 Student protections relating to immigration and citizenship status](#)

[35160.5 Intradistrict open enrollment](#)

35351 Assignment of students to particular schools

[46600-46611 Interdistrict attendance permits](#)

48050-48054 Nonresidents

48200-48208 [Compulsory education law, especially: Persons included \(compulsory education law\)](#)

[48204 Residency requirements](#)

[48204.1-48204.4 Evidence of residency](#)

[48300-48317 Student attendance alternatives, school district of choice program](#)

[48350-48361 Open Enrollment Act transfers](#)

[48645.5 Former juvenile court school students, enrollment](#)

[48852.7 Education of homeless students; immediate enrollment](#)

[48853.5 Education of foster youth; immediate enrollment](#)

48980 Notifications at beginning of term

52317 ROP, admission of persons including nonresidents to attendance area

FAMILY CODE

6550-6552 Caregivers

GOVERNMENT CODE

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

CODE OF REGULATIONS, TITLE 5

432 [Varieties Retention](#) of student records

[UNCODIFIED STATUTES](#)

[AB 687, Ch. 309, Statutes of 1995](#)

[UNITED STATES CODE, TITLE 8](#)

[1229c Immigration and Nationality Act](#)

[UNITED STATES CODE, TITLE 42](#)

[11431-11435 McKinney-Vento Homeless Assistance Act](#)

COURT DECISIONS

Katz v. Los Gatos-Saratoga Joint Union High School District, (2004) 117 Cal.App.4th 47

Plyler v. Doe, 457 U.S. 202 (1982)

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Fact Sheet: Information on the Rights of All Children to Enroll in School, May 8, 2014

Information on the Rights of All Children to Enroll in School: Questions and Answers for States, School Districts and Parents, May 8, 2014

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

California Office of the Attorney General: <http://oag.ca.gov>

California Secretary of State, Safe at Home Program: <http://www.sos.ca.gov/safeathome>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/ocr>

U.S. Department of Justice: <http://www.justice.gov>

CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES

0303.95 Verification of residency, LO: 1-95

WEB SITES

California Department of Education: <http://www.cde.ca.gov>

California Secretary of State, Safe at Home Program: <http://www.ss.ca.gov/safeathome>

Policy SAN JUAN UNIFIED SCHOOL DISTRICT

adopted: June 9, 1992 Carmichael, California

effective: September 1, 1992

revised: September 26, 1995

revised: May 26, 2009

revised: , 2020

San Juan USD

Board Policy

Student Records; Confidentiality

BP 5125

Students

The Governing Board ~~believes that it is useful and necessary to recognize the importance of keeping accurate, comprehensive student records as required by law. The superintendent or designee shall establish administrative regulations governing the identification, collection, retention, and security of student records. These regulations shall ensure the rights of authorized persons to have timely access to student records while maintaining the confidentiality of student records consistent with state and federal law. Information about a student shall be used judiciously, and in ways that contribute to the student's welfare.~~

(cf. 3580 - District Records)

(cf. 4040 - Employee Use of Technology)

(cf. 5125.1 - Release of Directory Information)

The ~~s~~Superintendent or designee shall ~~designate a certificated employee to serve as custodian of records with responsibility for student records at the district level. At each school, the principal or a certificated employee shall be designated as custodian of records for students enrolled at that school. The custodian of records shall be responsible for implementing board policy and administrative regulation regarding student records. (5 CCR 431) establish safeguards to protect the student and the student's family from invasion of privacy.~~

All appropriate personnel shall receive training regarding district policies and procedures for gathering and handling sensitive student information.

(cf. 4131/4231/4331 - Staff Development)

The district shall not collect or solicit social security numbers or the last four digits of social security numbers of students or their parents/guardians, unless otherwise required to do so by state or federal law. (Education Code section 49076.7)

No information or documents regarding the citizenship or immigration status of students or their family members shall be collected, except as required by state or federal law or as required to administer a state or federally supported educational program. The superintendent or designee shall not disclose student records to a person, agency, or organization for immigration enforcement purposes without parental consent, a court order, or a judicial subpoena. If a district employee receives such a request, he/she shall immediately report the request to the superintendent. The superintendent shall report the request to the board in a timely manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code section 234.7)

(cf. 5145.13 - Response to Immigration Enforcement)

The superintendent or designee shall not compile a list, registry, or database based on students' national origin, ethnicity, or religious belief, practice, or affiliation, nor shall he/she disclose student information to federal government authorities for the purpose of compiling such a list, registry, or database for purposes of immigration enforcement. Such information may only be compiled or exchanged with other local, state, or federal agencies if the information is aggregated and is not personally identifiable. (Government Code section 8310.3)

Contract for Digital Storage, Management, and Retrieval of Student Records

The superintendent or designee may enter into a contract with a third party for the digital storage, management, and retrieval of student records and/or to authorize a third party provider of digital software to access, store, and use student records, provided that the contract meets the requirements of Education Code section 49073.1 and other applicable state and federal laws.

(cf. 3312 - Contract*)

~~The Superintendent or designee shall establish regulations for Board approval governing the following:~~

- ~~1. The identification, description and security of student records, as well as timely access for authorized persons.~~
- ~~2. Parental review, inspection and right to photocopy student records.~~
- ~~3. The identification of categories of directory information which may be released.~~
- ~~4. The withholding of the student's grades, diploma or transcripts in cases involving certain student misconduct.~~

~~The Superintendent or designee shall designate a certificated employee to serve as custodian of records, with responsibility for student records at the district level.~~ (Code of Regulations, Title 5, 431(a))

~~At each school, the principal or a certificated designee shall act as custodian of records for students enrolled.~~ (Code of Regulations, Title 5, 431(b))

~~The district shall annually notify parents/guardians in writing of their right to inspect student records. This notice also shall inform parents/guardians where they can find all related information.~~ (Education Code 49063)

~~(cf. 3580 - District Records; Storage/Disposal)~~

~~(cf. 5131.5 - Vandalism)~~

~~(cf. 6161.2 - Overdue, Damaged or Lost Instructional Materials)~~

Legal Reference:

EDUCATION CODE

234.7 Student protections relating to immigration and citizenship status

17604 Contracts

48201 Student records for transfer students who have been suspended/expelled

48853.5 Foster youth; placement, immunizations

48902 Notification of law enforcement of specified violations

48904-48904.3 Liability of parent

~~48904.3 Withholding grades, diplomas, or transcripts of pupils causing property damage or injury; transfer of pupils to new school districts; notice to rescind decision to withhold~~

48918 Rules governing expulsion procedures

48980 Parental notifications

48985 Notices in parent/guardian's primary language

49060-49078 Pupil records

49091.14 Parental review of curriculum

51747 Independent study programs

56041.5 Rights of students with disabilities

56050 Surrogate parents

56055 Foster parents

69432.9 Cal Grant program; notification of grade point average

BUSINESS AND PROFESSIONS CODE

22580-22582 Digital privacy

22584-22585 Student Online Personal Information Protection Act

22586-22587 Early Learning Personal Information Protection Act

CODE OF CIVIL PROCEDURE

1985.3 Subpoena duces tecum

FAMILY CODE

3025 Access to records by noncustodial parents

6552 Caregiver's authorization affidavit

GOVERNMENT CODE

6252-6260 Inspection of public records

HEALTH AND SAFETY CODE

120440 Immunizations; disclosure of information

PENAL CODE

245 Assault with deadly weapon

WELFARE AND INSTITUTIONS CODE

681 Truancy petitions

701 Juvenile court law

16010 Health and education records of a minor

CODE OF REGULATIONS, TITLE 5

430-438 Individual pupil records

16020-16027 Destruction of records of school districts

GOVERNMENT CODE

6252-6260 Inspection of public records

FAMILY CODE

3025 Joint custody Federal Family Educational Rights and Privacy Act of 1974 (20 U.S.C. 1232g)

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

1232h Protection of Pupil Rights Amendment

UNITED STATES CODE, TITLE 26

152 Definition of dependent child

UNITED STATES CODE, TITLE 42

11434a McKinney-Vento Homeless Assistance Act; definitions

CODE OF FEDERAL REGULATIONS, TITLE 16

Part 312 Children's Online Privacy Protection Rule

CODE OF FEDERAL REGULATIONS, ARTICLE TITLE 34

99.1-99.67 Family Educational Rights and Privacy

300.501 Opportunity to examine records for parents of student with disability

300.500 Definition of "personally identifiable"

300.501 General responsibilities of public agencies

300.502 Opportunity to examine records

300.573 Destruction of information

Management Resources:

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Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

FEDERAL REGISTER

Final Rule and Analysis of Comments and Changes, Family Educational Rights and Privacy, December 9, 2008, Vol. 73, No. 237, pages 74806-74855

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Data in the Cloud: A Legal and Policy Guide for School Boards on Student Data Privacy in the Cloud Computing Era, April 2014

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

IDEA and FERPA Confidentiality Provisions, 2014

Joint Guidance on the Application of the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to Student Health Records, 2008

Balancing Student Privacy and School Safety: A Guide to the Family Educational Rights and Privacy Act for Elementary and Secondary Schools, October 2007

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

National School Boards Association: <http://www.nsba.org>

U.S. Department of Education, Family Policy Compliance, <http://www.ed.gov/policy/gen/guid/fpco>

Policy SAN JUAN UNIFIED SCHOOL DISTRICT
adopted: June 9, 1992 Carmichael, California
effective: September 1, 1992

revised: , 2020

San Juan USD

Board Policy

Psychological Records (K-12) **Release of Directory Information**

BP 5125.1

Students

The governing board recognizes the importance of maintaining the confidentiality of directory information and therefore authorizes the release of such information only in accordance with law, board policy, and administrative regulation.

The superintendent or designee may release student directory information to representatives of the news media or nonprofit organizations in accordance with board policy and administrative regulation.

(cf. 1112 — Public, Press, Radio and Television[Media Relations](#))

The superintendent or designee may limit or deny the release of specific categories of directory information to any public or private nonprofit organization based on his/her determination of the best interests of district students. (Education Code section 49073)

Colleges and prospective employers, including military recruiters, shall have access to directory information. Military recruiters shall have access to a student's name, address, and telephone number, unless the parent/guardian has specified that the information not be released in accordance with law and administrative regulation. (20 USC 7908; 10 USC 503; Education Code section 49603)

(cf. 6164.2 - Guidance Services)

Under no circumstances shall directory information be disclosed to a private profit-making entity, except for representatives of the news media and prospective employers, in accordance with board policy. Private schools and colleges may be given the names and addresses of 12th-grade students and students who are no longer enrolled provided that they use this information only for purposes directly related to the institution's academic or professional goals. (Education Code section 49073)

Legal Reference:

EDUCATION CODE

234.7 Student protections relating to immigration and citizenship status

49061 Definitions

49063 Notification of parents of their rights

49073 Release of directory information

49073.5 Directory information; military representatives; telephone numbers

49603 Public high schools; military recruiting

UNITED STATES CODE, TITLE 10

503 Military recruiter access to directory information

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

7908 Armed forces recruiter access to students and student recruiting information

UNITED STATES CODE, TITLE 42

11434a McKinney-Vento Homeless Assistance Act; definitions

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

Management Resources:

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Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Access to High School Students and Information on Students by Military Recruiters, 2002

WEB SITES

California Attorney General's Office: <http://oag.ca.gov>

U.S. Department of Education, Family Policy Compliance

Office: <http://www.ed.gov/policy/gen/guid/fpcos/index.html>

~~The Governing Board authorizes psycho-educational and psychological reports following the assessment of any students when such assessment has the written consent of the student's parent/guardian, or of the student if of legal age and is for the benefit of the student.~~

~~The retention, destruction and access of psychological records shall be in accordance with the law.~~

(cf. 5125—Student Records)

Policy SAN JUAN UNIFIED SCHOOL DISTRICT

adopted: June 9, 1992 Carmichael, California

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San Juan USD

Board Policy

Nondiscrimination In District Programs And Activities

BP 0410

Philosophy, Goals, Objectives and Comprehensive Plans

The governing board is committed to equal opportunity for all individuals in district programs and activities. District programs, activities, and practices shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information; a perception of one or more such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. The board shall promote programs which ensure that discriminatory practices are eliminated in all district activities.

(cf. 1240 - Volunteer Assistance)

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4033 - Lactation Accommodation)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

(cf. 5131.2 - Bullying)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5146 - Married/Pregnant/Parenting Students)

(cf. 6145 - Extracurricular and Cocurricular Activities)

(cf. 6145.2 - Interscholastic Competition)

(cf. 6164.4 - Individuals with Exceptional Needs)

(cf. 6164.6 - Identification and Education under Section 504)

(cf. 6178 - Vocational Education)

(cf. 6200 - Adult Education Program)

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

(cf. 3540 - Transportation)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 5145.13 - Response to Immigration Enforcement)

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

The superintendent or designee shall annually review district programs and activities to ensure the removal of any derogatory or discriminatory name, image, practice, or other barrier that may unlawfully prevent an individual or group in any of the protected categories stated above from accessing district programs and activities, including the use of facilities. He/she shall take prompt, reasonable actions to remove any identified barrier. The superintendent or designee shall report his/her findings and recommendations to the board after each review.

(cf. 1330 - Use of Facilities)

All allegations of unlawful discrimination in district programs and activities shall be investigated and resolved in accordance with the procedures specified in AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

Pursuant to 34 CFR 104.8 and 34 CFR 106.9, the superintendent or designee shall notify students, parents/guardians, employees, employee organizations, applicants for admission and employment, and sources of referral for applicants about the district's policy on nondiscrimination and related complaint procedures. Such notification shall be included in the annual parental notification distributed pursuant to Education Code section 48980 and, as applicable, in announcements, bulletins, catalogs, handbooks, application forms, or other materials distributed by the district. The notification shall also be posted on the district's web site and social media and in district schools and offices, including staff lounges, student government meeting rooms, and other prominent locations as appropriate.

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

(cf. 5145.6 - Parental Notifications)

In addition, the annual parental notification shall inform parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, including information on educational rights issued by the California Attorney General. Alternatively, such information may be provided through any other cost-effective means determined by the superintendent or designee. (Education Code section 234.7)

The district's nondiscrimination policy and related informational materials shall be published in a format that parents/guardians can understand. In addition, when 15 percent or more of a school's students speak a single primary language other than English, those materials shall be translated into that other language.

Access for Individuals with Disabilities

District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act ("ADA") and any implementing standards and/or regulations. When structural changes to existing district facilities are needed to provide individuals with disabilities access to programs, services, activities, or facilities, the superintendent or designee shall develop a transition plan that sets forth the steps for completing the changes.

(cf. 7110 - Determining Needs)

(cf. 7111 - Evaluation of School Facilities to Meet Educational Needs)

The superintendent or designee shall ensure that the district provides appropriate auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity. These aids and services may include, but are not limited to, qualified interpreters or readers, assistive listening devices, assistive technologies or other modifications to increase accessibility to district and school web sites, notetakers, written materials, taped text, and Braille or large-print materials.

Individuals with disabilities shall notify the superintendent, designee, or principal if they have a disability that requires special assistance or services. Reasonable notification should be given prior to the school-sponsored function, program, or meeting.

(cf. 6020 - Parent Involvement and Family Engagement)

(cf. 9320 - Meetings)

(cf. 9322 - Agenda/Meeting Materials)

The below individual is hereby designated as the district's ADA coordinator. The coordinator shall receive and address requests for accommodation submitted by individuals with disabilities, and shall investigate and resolve complaints regarding their access to district programs, services, activities, or facilities.

Manager, Risk Management
San Juan Unified School District
3738 Walnut Avenue
Carmichael, CA 95608
(916) 971-7036

The below position is designated as the district's Title IX coordinator non-discrimination compliance coordinator and is responsible for coordinating the district's responses to complaints and for complying with state and federal civil rights laws:

General Counsel, Legal Services
San Juan Unified School District
3738 Walnut Avenue
Carmichael, CA 95608
(916) 971-7110
LegalServices@sanjuan.edu

The below position is designated as the district's Title IX Coordinator and is responsible for coordinating the district's responses to Title IX complaints and for complying with federal Title IX regulations:

Legal Analyst, Legal Services
San Juan Unified School District
3738 Walnut Avenue
Carmichael, CA 95608
(916) 971-7110
LegalServices@sanjuan.edu

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

48980 Parental notifications

48985 Notices to parents in language other than English

51007 Legislative intent: state policy

GOVERNMENT CODE

8310.3 California Religious Freedom Act

11000 Definitions

11135 Nondiscrimination in programs or activities funded by state

12900-12996 Fair Employment and Housing Act

54953.2 Brown Act compliance with Americans with Disabilities Act

PENAL CODE

422.55 Definition of hate crime

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

4600-4670 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities in Education Act

1681-1688 Discrimination based on sex or blindness, Title IX

2301-2414 Strengthening Career and Technical Education for the 21st Century Act

6311 State plans

6312 Local education agency plans

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

2000h-2000h-6 Title IX

12101-12213 Americans with Disabilities Act

CODE OF FEDERAL REGULATIONS, TITLE 28

35.101-35.190 Americans with Disabilities Act

36.303 Auxiliary aids and services

CODE OF FEDERAL REGULATIONS, TITLE 34

100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI

104.1-104.39 Section 504 of the Rehabilitation Act of 1973

106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:

106.9 Dissemination of policy

Management Resources:

CSBA PUBLICATIONS

Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, July 2016

CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING PUBLICATIONS

California Law Prohibits Workplace Discrimination and Harassment

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter, May 26, 2011

Dear Colleague Letter: Harassment and Bullying, October 2010

Notice of Non-Discrimination, Fact Sheet, August 2010

Dear Colleague Letter: Electronic Book Readers, June 29, 2010

Nondiscrimination in Employment Practices in Education, August, 1991

U.S. DEPARTMENT OF JUSTICE PUBLICATIONS

2010 ADA Standards for Accessible Design, September 2010

Accessibility of State and Local Government Websites to People with Disabilities, June 2003

WORLD WIDE WEB CONSORTIUM PUBLICATIONS

Web Content Accessibility Guidelines, December 2008

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

California Office of the Attorney General: <http://oag.ca.gov>

California Safe Schools Coalition: <http://www.casafeschools.org>

Pacific ADA Center: <http://www.adapacific.org>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

U.S. Department of Justice, Civil Rights Division, Americans with Disabilities Act:

<http://www.ada.gov>

U.S. Equal Employment Opportunity Commission: <http://www.eeoc.gov>

World Wide Web Consortium, Web Accessibility Initiative: <http://www.w3.org/wai>

Policy SAN JUAN UNIFIED SCHOOL DISTRICT

adopted: June 9, 1992 Carmichael, California

effective: September 1, 1992

revised: January 27, 1998

revised: February 27, 2007

revised: March 24, 2015

revised: June 11, 2019

revised: , 2020

San Juan USD

Board Policy

Nondiscrimination In Employment

BP 4030
Personnel

The governing board desires to provide a safe, positive work environment where employees are assured of full and equal employment access and opportunities, protection from harassment and intimidation, and freedom from any fear of reprisal or retribution for asserting their employment rights in accordance with law. For purposes of this policy, employees include job applicants, interns, volunteers, and persons who contracted with the district to provide services, as applicable.

No district employee shall be discriminated against or harassed by any coworker, supervisor, manager, or other person with whom the employee comes in contact in the course of employment, on the basis of the employee's actual or perceived race, color, religion, religious creed, national origin, ancestry, age, marital or parental status, ethnicity, pregnancy, gender, gender identity, gender expression, sex, sexual orientation, veteran status, medical condition, genetic information, physical or mental disability or association with a person or group with one or more of these actual or perceived characteristics.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

The district shall not inquire into any employee's immigration status nor discriminate against an employee on the basis of immigration status, unless there is clear and convincing evidence that it is necessary to comply with federal immigration law. (2 CCR 11028)

Discrimination in employment based on the characteristics listed above is prohibited in all areas of employment and in all employment-related practices, including the following:

1. Discrimination in hiring, compensation, terms, conditions, and other privileges of employment

(cf. 4151/4251/4351 - Salary Guides)

(cf. 4154/4254/4354 - Health and Welfare Benefits)

2. Taking of an adverse employment action, such as termination or the denial of employment, promotion, job assignment, or training
3. Unwelcome conduct, whether verbal, physical, or visual, that is so severe or pervasive as to adversely affect an employee's employment opportunities, or that has the purpose or effect of unreasonably interfering with the individual's work performance or creating an intimidating, hostile, or offensive work environment

4. Actions and practices identified as unlawful or discriminatory pursuant to Government Code section 12940 or 2 CCR 11006-11086, such as:

a. Sex discrimination based on an employee's pregnancy, childbirth, breastfeeding, or any related medical condition or on an employee's gender, gender expression, or gender identity, including transgender status

(cf. 4033 - Lactation Accommodation)

(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)

b. Religious creed discrimination based on an employee's religious belief or observance, including religious dress or grooming practices, or based on the district's failure or refusal to use reasonable means to accommodate an employee's religious belief, observance, or practice which conflicts with an employment requirement

(cf. 4119.22/4219.22/4319.22 - Conduct and Dress)

c. Requirement for a medical or psychological examination of a job applicant, or an inquiry into whether a job applicant has a mental or physical disability or a medical condition or as to the severity of any such disability or condition, without the showing of a job-related need or business necessity

(cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)

d. Failure to make reasonable accommodation for the known physical or mental disability of an employee, or to engage in a timely, good faith, interactive process with an employee who has requested such accommodations in order to determine the effective reasonable accommodations, if any, to be provided to the employee

The board also prohibits retaliation against any district employee who opposes any discriminatory employment practice by the district or its employees, agents, or representatives or who complains, testifies, assists, or in any way participates in the district's complaint process pursuant to this policy. No employee who requests an accommodation for any protected characteristic listed in this policy shall be subjected to any punishment or sanction, regardless of whether the request was granted. (Government Code section 12940; 2 CCR 11028)

No employee shall, in exchange for a raise or bonus or as a condition of employment or continued employment, be required to sign any document that releases the employee's right to file a claim against the district or to disclose information about harassment or other unlawful employment practices. (Government Code section 12964.5)

Complaints concerning employment discrimination, harassment, or retaliation shall immediately be investigated in accordance with procedures specified in the accompanying AR.

Any supervisory or management employee who observes or has knowledge of an incident of

unlawful discrimination or harassment, including harassment of an employee by a nonemployee, shall report the incident to the superintendent or designated district coordinator as soon as practical after the incident. All other employees are encouraged to report such incidents to their supervisor immediately. The district shall protect any employee who reports such incidents from retaliation.

The district's Title IX coordinator has been identified as the district's general counsel~~legal analyst~~, 3738 Walnut Avenue, Carmichael - (916) 971-7110, LegalServices@sanjuan.edu, and the district's designated Coordinator for Nondiscrimination in Employment is the assistant superintendent, Human Resources, 3738 Walnut Avenue, Carmichael, CA - (916) 971-7171, LegalServices@sanjuan.edu.

Any employee or job applicant who believes that he/she has been or is being discriminated against or harassed in violation of district policy should, as appropriate, immediately contact his/her supervisor, the general counsel, the assistant superintendent of Human Resources or the superintendent who shall advise the employee or applicant about the district's procedures for filing, investigating, and resolving any such complaint.

Any district employee who engages in prohibited discrimination, harassment, or retaliation or who aids, abets, incites, compels, or coerces another to engage or attempt to engage in such behavior in violation of this policy shall be subject to disciplinary action, up to and including dismissal.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

CIVIL CODE

51.7 Freedom from violence or intimidation

GOVERNMENT CODE

11135 Unlawful discrimination

12900-12996 Fair Employment and Housing Act

PENAL CODE

422.56 Definitions, hate crimes

CODE OF REGULATIONS, TITLE 2

7287.6 Terms, conditions and privileges of employment

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1681-1688 Title IX of the Education amendments of 1972

UNITED STATES CODE, TITLE 29

621-634 Age Discrimination in Employment Act

794 Section 504 of the Rehabilitation Act of 1973

UNITED STATES CODE, TITLE 42

2000d-2000d-7 Title VI, Civil Rights Act of 1964, as amended

2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended
2000ff - 2000ff-11 Genetic Information Nondiscrimination Act of 2008
2000h-2 - 2000h-6 Title IX of the Civil Rights Act of 1964
6101 - 6107 Age discrimination in federally assisted programs
12101-12213 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 28
35.101-35.190 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 34
100.6 Compliance information
104.7 Designation of responsible employee for Section 504
104.8 Notice
106.8 Designation of responsible employee and adoption of grievance procedures
106.9 Dissemination of policy
110.1-110.39 Nondiscrimination on the basis of age
COURT DECISIONS
Thompson v. North American Stainless LP, (2011) 131 S.Ct. 863
Shephard v. Loyola Marymount (2002) 102 CalApp.4th 837

Management Resources:

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Notice of Non-Discrimination, August 2010
U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS
Questions and Answers: Religious Discrimination in the Workplace, 2008
Enforcement Guidance: Reasonable Accommodation and Undue Hardship under the Americans with Disabilities Act, October 2002
Enforcement Guidance: Vicarious Employer Liability for Unlawful Harassment by Supervisors, June 1999
U.S. DEPARTMENT OF EDUCATION, OFFICE OF CIVIL RIGHTS
Notice of Non-Discrimination, January, 1999
WEB SITES
California Department of Fair Employment and Housing (DFEH): <http://www.dfeh.ca.gov>
U.S. Department of Education, Office for Civil Rights (OCR):
<http://www.ed.gov/about/offices/list/ocr>
U.S. Equal Employment Opportunity Commission: (EEOC) <http://www.eeoc.gov>

Policy SAN JUAN UNIFIED SCHOOL DISTRICT
adopted: August 11, 1992 Carmichael, California
revised: December 13, 1994
revised: October 12, 2004
revised: February 27, 2007
revised: March 24, 2015
revised: June 25, 2019
revised: , 2020

San Juan USD

Board Policy

Nondiscrimination/Harassment

BP 5145.3

Students

The governing board desires to provide a safe school environment that allows all students equal access and opportunities in the district's academic, extracurricular, and other educational support programs, services, and activities. The board prohibits, at any district school or school activity, unlawful discrimination, including discriminatory harassment, intimidation, and bullying targeted at any student by anyone, based on the student's actual or perceived race, color, ancestry, national origin, nationality, immigration status, ethnicity, ethnic group identification, age, religion, marital or parental status, pregnancy, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, genetic information, or association with a person or group with one or more of these actual or perceived characteristics.

This policy shall apply to all acts related to school activity or to school attendance occurring within a district school. (Education Code section 234.1) This policy shall also apply to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5145.7 - Sexual Harassment)

(cf. 6164.6 - Identification and Education Under Section 504)

(cf. 5146 - Married/Pregnant/Parenting Students)

Unlawful discrimination, including discriminatory harassment, intimidation, bullying or the creation of a hostile environment, may result from physical, verbal, nonverbal, or written conduct based on any of the categories listed above. Unlawful discrimination also includes the creation of a hostile environment through prohibited conduct that is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; has the effect of substantially or unreasonably interfering with a student's academic performance; or otherwise adversely affects a student's educational opportunities.

Unlawful discrimination also includes disparate treatment of students based on one of the above identified categories with respect to the provision of opportunities to participate in school programs or activities or the provision or receipt of educational benefits or services.

The board also prohibits any form of retaliation against any individual who files, reports, or otherwise participates in the filing, reporting, or investigation of a complaint or report alleging

unlawful discrimination, including discriminatory harassment, intimidation, or bullying. Retaliation complaints shall be investigated and resolved in the same manner as a discrimination complaint.

The superintendent or designee shall facilitate students' access to the educational program by publicizing the district's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. The superintendent or designee shall provide training and information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the educational program. The superintendent or designee shall report his/her/their findings and recommendations to the board after each review.

(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 1330 - Use of District Facilities and Grounds)
(cf. 3513 - Use of School Facilities)
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331.5 - Professional Growth)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Interscholastic Competition)
(cf. 6164.2 - Guidance Services)

Regardless of whether a complainant complies with the writing, timeline, and/or other formal filing requirements, all complaints alleging unlawful discrimination, including discriminatory harassment, intimidation, or bullying, shall be investigated and prompt action taken to stop the discrimination, prevent recurrence, and address any continuing effect on students.

Students who engage in unlawful discrimination, including discriminatory harassment, intimidation, bullying, or retaliation, in violation of law, board policy, or administrative regulation shall be subject to appropriate consequence or discipline, which may include suspension or expulsion when the behavior is severe or pervasive as defined in Education Code section 48900.4. Any employee who permits or engages in prohibited discrimination, including discriminatory harassment, intimidation, bullying, or retaliation shall be subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Suspension/Disciplinary Action)
(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Individuals with Exceptional Needs))
(cf. 5145.2 - Freedom of Speech/Expression)

| The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's efforts to comply with applicable state and federal civil rights laws, including Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and the Age Discrimination Act of 1975, and to answer inquiries regarding the district's nondiscrimination policies. The individual(s) shall also serve as the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures as the responsible employee to handle complaints alleging unlawful discrimination targeting a student, including discriminatory harassment, intimidation, or bullying, based on the student's actual or perceived race, color, ancestry, nationality, national origin, nationality, immigration status, ethnicity, ethnic group identification, ethnicity, age, religion, marital status, parental status, pregnancy, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, genetic information, or any other legally protected status or association with a person or group with one or more of these actual or perceived characteristics. (Education Code section 234.1; 5 CCR 4621)

| The non-discrimination coordinator/ UCP compliance officer(s) may be contacted at:

General Counsel, Legal Services
3738 Walnut Avenue
Carmichael, CA 95608
(916) 971-7110
fax: (916) 971-7704
LegalServices@sanjuan.edu

The Title IX Coordinator may be contacted at:

Legal Analyst, Legal Services
3738 Walnut Avenue
Carmichael, CA 95608
(916) 971-7110
fax: (916) 971-7704
LegalServices@sanjuan.edu

Process for Initiating and Responding to Complaints

The general counsel or designee may assign other staff to investigate based on the nature of the complaint as directed under BP/AR 1312.3, Uniform Complaint Procedures.

Any student who feels that he/she/they has been subjected to unlawful discrimination, including discriminatory harassment, intimidation, or bullying is strongly encouraged to immediately contact the general counsel, the principal, or any other district employee. Any student who observes any such incident is strongly encouraged to report the incident to the general counsel or principal, or any other district employee whether or not the victim files a complaint. Any district employee who observes an incident of unlawful discrimination, including discriminatory harassment, intimidation, or bullying shall report the incident to his/her/their supervisor, the general counsel, or principal, whether or not the victim files a complaint. In addition, the

district employee shall immediately intervene when safe to do so. (Education Code section 234.1)

Upon receiving a complaint of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, the general counsel or designee shall immediately investigate the complaint in accordance with AR 1312.3, Uniform Complaint Procedures.

(cf. 5145.7 - Sexual Harassment)

The general counsel shall ensure that the student and parent handbook clearly describes the district's nondiscrimination policy, procedures for filing a complaint regarding unlawful discrimination, including discriminatory harassment, intimidation, or bullying, and the resources that may be available to students who feel that they have been the victim of any such behavior. The district's policy shall also be posted on the district web site or any other location that is easily accessible to students.

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4119.21/4219.21/4319.21 - Code of Ethics)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Individuals with Exceptional Needs))

(cf. 5145.2 - Freedom of Speech/Expression)

Record-Keeping

The superintendent or designee shall maintain a record of all reported cases of unlawful discrimination, including discriminatory harassment, intimidation, or bullying, to enable the district to monitor, address, and prevent repetitive prohibited behavior in district schools.

(cf. 3580 - District Records)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

48900.3 Suspension or expulsion for act of hate violence

48900.4 Suspension or expulsion for threats or harassment

48904 Liability of parent/guardian for willful student misconduct

48907 Student exercise of free expression

48950 Freedom of speech

48985 Translation of notices

49020-49023 Athletic programs

51500 Prohibited instruction or activity

51501 Prohibited means of instruction

60044 Prohibited instructional materials
CIVIL CODE
1714.1 Liability of parents/guardians for willful misconduct of minor
GOVERNMENT CODE
11135 Nondiscrimination in programs or activities funded by state
PENAL CODE
422.55 Definition of hate crime
422.6 Crimes, harassment
CODE OF REGULATIONS, TITLE 5
432 Student record
4600-4687 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs
UNITED STATES CODE, TITLE 20
1681-1688 Title IX of the Education Amendments of 1972
12101-12213 Title II equal opportunity for individuals with disabilities
UNITED STATES CODE, TITLE 29
794 Section 504 of Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42
2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
6101-6107 Age Discrimination Act of 1975
CODE OF FEDERAL REGULATIONS, TITLE 28
35.107 Nondiscrimination on basis of disability; complaints
CODE OF FEDERAL REGULATIONS, TITLE 34
99.31 Disclosure of personally identifiable information
100.3 Prohibition of discrimination on basis of race, color or national origin
104.7 Designation of responsible employee for Section 504
106.8 Designation of responsible employee for Title IX
106.9 Notification of nondiscrimination on basis of sex
COURT DECISIONS
Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
Flores v. Morgan Hill Unified School District, (2003) 324 F.3d 1130

Management Resources:
CSBA PUBLICATIONS
Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
Final Guidance Regarding Transgender Students, Privacy, and Facilities, March 2014
Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, July 2016
CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS
Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018
FIRST AMENDMENT CENTER PUBLICATIONS
Public Schools and Sexual Orientation: A First Amendment Framework for Finding Common

Ground, 2006

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Dealing with Legal Matters Surrounding Students' Sexual Orientation and Gender Identity, 2004

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Title IX Coordinators, April 2015

Dear Colleague Letter: Harassment and Bullying, October 2010

Notice of Non-Discrimination, Fact Sheet, August 2010

Management Resources: (continued)

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

California Safe Schools Coalition: <http://www.casafeschools.org>

First Amendment Center: <http://www.firstamendmentcenter.org>

National School Boards Association: <http://www.nsba.org>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

Policy SAN JUAN UNIFIED SCHOOL DISTRICT

adopted: April 28, 2015 Carmichael, California

revised: June 11, 2019

revised: , 2020

**SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

AGENDA ITEM: I-5

MEETING DATE: 11/17/2020

SUBJECT: San Juan Choices Charter School
One-time, Off-schedule Payment

CHECK ONE:
For Discussion:
For Action:
Report:
Workshop:
Recognition:
Emergency Action:

DEPARTMENT: Admissions and Family Services

ACTION REQUESTED:

The superintendent is recommending that the board discuss a request from San Juan Choices Charter School (CCS) to provide a one-time, off-schedule payment.

Action Anticipated: December 15, 2020

RATIONALE/BACKGROUND:

San Juan CCS attempts to match the raises and bonuses the district provides to its own employees. On December 11, 2018, the board approved a salary increase for CCS staff, as well as a one-time, off-schedule payment equal to 2.0% of each member's new annualized base salary and stipends. Because Average Daily Attendance (ADA) revenue for CCS does not finalize until the end of each school year, CCS was not prepared at that time to provide an additional 2.0% off-schedule payment, which would be commensurate with what the district was providing its own employees. CCS administration has analyzed the final budget outcome for 2019-2020 and is able to provide the 2.0% off-schedule payment to employees at this time.

CCS has a yearly operating surplus that has been generated by school funding and enrollment growth. For fiscal year 2019-2020, CCS ended the year with a surplus of \$237,042.51, which increased the fund balance to \$1,317,936.53. The proposed 2.0% one-time, off-schedule payment represents 17% of the 2019-2020 surplus, and less than 3.0% of the CCS fund balance. CCS anticipates moderate growth over the next three years, maintaining a growing fund balance during that time.

ATTACHMENT(S):

A: Choices Charter School Budget

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 11/09/2020

FISCAL IMPACT:

Current Total Budget: \$3,293,565

Additional Budget: \$ 40,555

Funding Source: Charter General Fund

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A

Action: N/A

Strategic Plan: N/A

PREPARED BY: Michele Flagler, Director, Admissions and Family Services

APPROVED BY: Debra Calvin, Ed.D., Assistant Superintendent, Educational Services *DC*
Melissa Bassanelli, Deputy Superintendent, Schools and Student Support *MBS*
Kent Kern, Superintendent of Schools *KK*

| Updated FUND BALANCE w/ 2% Increase Projections | | | | |
|---|----------------------------|----------------------------|----------------------------|----------------------------|
| | 2019-20 | 2020-21 | 2021-22 | 2022-23 |
| BEG. FUND BAL. | 1,144,587.73 | 1,317,936.53 | 1,295,832.53 | 1,867,591.26 |
| Revenue | 3,290,344.72 | 3,549,844.00 | 3,916,731.00 | 4,046,115.00 |
| Expense | 2,879,953.41 | 3,293,565.00 | 3,147,739.00 | 3,179,164.00 |
| Certificated Increase | | | | |
| Salary off schedule 2% | | 28,012.00 | (28,012.00) | |
| Benefits | | 6,219.00 | (6,219.00) | |
| Classified Increase | | | | |
| Salary off schedule 2% | | 4,674.00 | (4,674.00) | |
| Benefits | | 1,650.00 | (1,650.00) | |
| Transfers Out | 237,042.51 | 237,828.00 | 237,828.00 | 237,828.00 |
| Total Expense | 3,116,995.92 | 3,571,948.00 | 3,344,972.27 | 3,416,992.00 |
| Ending FUND BAL. | <u>1,317,936.53</u> | <u>1,295,832.53</u> | <u>1,867,591.26</u> | <u>2,496,714.26</u> |

| | A | B | C | D | E | F | G | H | I | J |
|---------|---|----------------------|---------------------------------|---------------------------|------------------------|---------------------------|-----------------------------|---------------------------|-----------------------------|---------------------------|
| 1 | Choices Charter (Fund 09) | | | | | | | | | |
| 2 | 2020-21 1st Interim | | | | | | | | | |
| Summary | | | | | | | | | | |
| 4 | | B | C | D | E | F | G | H | I | J |
| 5 | | | Unaudited Actuals 2019-20 | Anticipated Inc./Dec.) | 1st Interim 2020-21 | Anticipated Inc./Dec.) | Projected Budget 2021-22 | Anticipated Inc./Dec.) | Projected Budget 2022-23 | Anticipated Inc./Dec.) |
| 6 | | Account Codes | | | | | | | | |
| 7 | | | | | | | | | | |
| 8 | A. REVENUES | | | | | | | | | |
| 9 | 1. Revenue Limit Source | 8010-8099 | 2,849,702.00 | 222,898 | 3,072,600 | 527,368 | 3,599,968 | 129,384 | 3,729,352 | 157,775 |
| 10 | 2. Federal Revenue | 8100-8299 | - | 19,777 | 136,204 | - | - | - | - | - |
| 11 | Prior Year Abatement | - | - | - | - | - | - | - | - | - |
| 12 | Current Year Abatement | - | - | - | - | - | - | - | - | - |
| 13 | 3. State Revenue | 8300-8599 | 392,701.82 | (77,329) | 339,650 | - | 315,373 | - | 315,373 | - |
| 14 | 4. Local Revenue | 8600-8799 | 47,940.90 | (46,551) | 1,390 | - | 1,390 | - | 1,390 | - |
| 15 | 5. Other Revenue | 8972-8996 | - | - | - | - | - | - | - | - |
| 16 | TOTAL REVENUE | | 3,290,344.72 | 118,795 | 3,549,844 | 527,368 | 3,916,731 | 129,384 | 4,046,115 | 157,775 |
| 17 | B. EXPENDITURES | | | | | | | | | |
| 19 | 1. Certificated Salaries | 1000-1999 | 1,398,561.36 | 29,994 | 1,428,555 | 12,856 | 1,441,411 | 12,974 | 1,454,385 | 13,089 |
| 20 | 1a. School Age Allocations | 1119 & 1909 | - | - | - | - | - | - | - | - |
| 21 | 2. Classified Salaries | 2000-2999 | 252,868.25 | 26,615 | 279,483 | 2,515 | 281,998 | 2,538 | 284,536 | 2,560 |
| 22 | 3. Employees Benefits (excluding H & W) | 3000-3999 | 640,783.66 | (1,907) | 638,877 | (4,532) | 634,345 | 7,845 | 642,190 | 49,713 |
| 23 | 3a. Health & Welfare | 34XX | 282,308.29 | (84,771) | 197,537 | 2,963 | 200,500 | 8,019 | 208,519 | 15,639 |
| 24 | 4. Books and Supplies | 4000-4999 | 181,297.67 | (20,001) | 294,419 | - | 140,351 | - | 140,351 | - |
| 25 | 5. Serv. and Other Op.Exp. | 5000-5999 | 117,363.69 | 325,261 | 443,312 | - | 442,625 | - | 442,625 | - |
| 26 | 6. Capital Outlay | 6000-6999 | - | - | - | - | - | - | - | - |
| 27 | 7. Other outgoing | 7100-7299; 7400-7699 | - | - | - | - | - | - | - | - |
| 28 | 8. Trf dir/indir costs | 7300-7399 | 6,770.49 | (1,114) | 11,382 | 853 | 6,509 | 49 | 6,558 | 156 |
| 29 | TOTAL EXPENDITURES | | 2,879,953.41 | 274,077 | 3,293,565 | 14,655 | 3,147,739 | 31,425 | 3,179,164 | 81,157 |
| 30 | C. EXCESS (DEFICIENCY) | | | | | | | | | |
| 31 | D. Other Financing Sources | | | | | | | | | |
| 33 | Transfers in: | 8910-8929 | 410,391.31 | (155,281) | 256,279 | 512,713 | 768,992 | 97,959 | 866,951 | 76,618 |
| 34 | Transfers Out: | 7600-7629 | - | - | - | - | - | - | - | - |
| 35 | | 237,042.51 | 785 | 237,828 | - | 237,828 | - | 237,828 | - | - |
| 36 | E. Net Increase (Decrease) in Fund Balance | | 173,348.80 | | 18,451.00 | | 531,164.00 | | 629,123.00 | |
| 37 | F.1) BEG. FUND BAL. | | 1,144,587.73 | | 1,317,936.53 | | 1,336,387.53 | | 1,867,551.53 | |
| 38 | F.2) ENDING FUND BAL. | | 1,317,936.53 | | 1,336,387.53 | | 1,867,551.53 | | 2,496,674.53 | |

**SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

AGENDA ITEM: I-6

MEETING DATE: 11/17/2020

SUBJECT: Tentative Agreement with California School Employees Association, Chapter 127, and the San Juan Unified School District

CHECK ONE:
For Discussion:
For Action:
Report:
Workshop:
Recognition:
Emergency Action:

DEPARTMENT: Schools and Labor Relations

ACTION REQUESTED:

The board is asked to discuss the California School Employees Association, Chapter 127, tentative agreement with the San Juan Unified School District.

Public Comment/Action Anticipated: December 15, 2020

RATIONALE/BACKGROUND:

Statute requires that the public be made aware of the costs associated with tentative collective bargaining agreement before it becomes binding on the district or county office of education. Government Code Section 3547.5 states:

“Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the cost that would be incurred by the public school employer under the agreement for the current and subsequent fiscal year, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Public Instruction [G.C. 3547.5(a)].”

This tentative agreement is intended to be ratified by the California School Employees Association, Chapter 127, prior to board action on 12/15/2020.

ATTACHMENT(S):

A: Tentative Agreement

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 11/09/2020

FISCAL IMPACT:

Current Budget: \$ N/A

Additional Budget: \$ N/A

Funding Source: N/A

(Unrestricted Base, Supplemental, other restricted, etc.)

Current Year Only On-going

LCAP/STRATEGIC PLAN:

Goal: N/A Focus: N/A

Action: N/A

Strategic Plan: N/A

PREPARED BY: Jim Shoemake, Assistant Superintendent, Schools and Labor Relations

APPROVED BY: Kent Kern, Superintendent of Schools

**Tentative Successor Agreement
Between
San Juan Unified School District (District)
and the
California School Employees Association and its San Juan Chapter No. 127 (CSEA)**

Article 6 - Salary

The Parties agree to return to 2020-2021 negotiations no later than March 17, 2021 to negotiate a salary and/or District benefit contribution increase, if any.

The District and CSEA agree that the District will comply with the State mandated minimum wage increases. The parties agree to continue meeting to negotiate the impact of mandated minimum wage increases on other classifications of the membership.

The District and CSEA agree to meet no later than November 9th to discuss interests related to Senate Bill 75.

6.8.4

It is the responsibility of the Instructional Assistant (IA) to document these hours on a District approved time card. These timecards must be submitted by the IA and verified and signed by the principal or designated site administrator.

For the 2018-2019 and 2019-2020 school years the parties agree to set aside \$20,000 per year in one-time monies to fund a pilot to reduce the time thresholds in 6.8, 6.8.1, 6.8.2, 6.8.3 and 6.8.4 to 3 consecutive hours. Once these funds are exhausted each year, the existing language in 6.8, 6.8.1, 6.8.2, 6.8.3 and 6.8.4 will apply for the remainder of the year. Data collected by both parties during this pilot shall be reported to the respective bargaining teams no later than March 1, 2020. **Note: The COVID-19 pandemic, and subsequent school closures, did not allow for Article 6.8.4 to be fully utilized during the 2019-2020 school year. The parties agree to continue this pilot effective November 2, 2020 - June 9, 2021. If, during this time frame the one-time funds are exhausted the existing language in 6.8, 6.8.1, 6.8.2, 6.8.3 and 6.8.4 will apply for the remainder of the 2020-2021 school year.**

Article 1 - Recognition

1.2.1

This agreement resolves successor agreement negotiations for 2020-2021 between the District and the CSEA, except that, the parties have agreed to return to negotiate a salary increase and/or District benefit contribution increase, if any, no later than March of 2021.

New three (3) year agreement from November 15, 2020 through November 14, 2023.

For the 2021-2022 and 2022-2023 reopener negotiation years, the District and CSEA mutually agree to open the following articles for negotiation:

- Article 6 – Salaries
- Article 7 – Fringe Benefits
- Additionally, each party may also reopen any additional three Articles each year.

1.2.2 No later than the last Board meeting in ~~June~~ February of each year of the contract, the California School Employees Association and its Chapter #127, agrees to present its proposals to the Board of Education for a successor contract or for any re-openers. No later than eight weeks after the presentation of the Association's initial proposal, the District shall respond with its initial proposal and thereafter negotiations shall begin within twenty (20) workdays.

Article 4 - Grievance Procedure

4.3 Presentation. The grievant shall be allowed to present a grievance (**Appendix C**) while on duty. No more than five (5) members may participate while on duty, whether grievants, representatives, or witnesses, unless otherwise approved by the District. The Association's job steward shall be exempt from the five (5) member limitation.

Article 5- Hours and Overtime

5.20 The District and CSEA agree that providing on-boarding services for new employees to the district is a best practice. In the event that the district is unable to provide on-boarding services the district agrees to communicate that decision with CSEA within 48 hours of a decision being made. CSEA retains the right to meet with new employees under the law.

Article 7 - Fringe Benefits

7.23 Continuance of Dependent Benefits on Death of Employee

If an employee who has selected District payment of all or part of the cost of dependent medical and dental coverage dies before retiring, full dependent coverage for a period of one year shall be continued by the District for all dependent survivors who have been enrolled in District approved fringe benefit programs. **If a deceased employee was eligible (both parties are District employees) and enrolled with an in-District coverage rate tier at the time of death, the full dependent coverage for a period of one year shall be continued by the District for all dependent survivors who have been enrolled and associated with (tied to by marriage or domestic partnership) the in-District coverage rate tier for medical and dental coverage.** This provision is subject to insurance carrier or benefit provider approval. **This benefit is effective July 1, 2016.**

Article 9 - Vacations

9.9 **Vacation Sell Back** Each fiscal year, an employee with a minimum balance of 160 hours may sell back one week of earned vacation currently on the books to a maximum of 40 hours provided the employee has ~~submitted a request to his/her supervisors to use~~ used at least two weeks (**maximum of 80 hours**) of earned vacation during the fiscal year. **For the 2019-2020 2020-2021 school year the parties agree that for the process used in determining “used at least two weeks,” a denied vacation request may be counted as “used” if the vacation request:**

- **has been approved and the employee used ten (10) days of vacation, or**
- **has been denied in writing and a copy of the denied request is attached to the request to sell back vacation hours.**
 - Known blackout dates as determined by the applicable department will not apply to this section

Article 10 - Leaves

10.7.1 **Extended Disability** Upon the date of board approval, and for the remainder of the 2018-2019 2020-2021 school year, a member with ten (10) years of permanent and benefitted status with the District and having exhausted all other paid sick leave shall, with proper medical verification, be placed on temporary disability payments of \$100 per month for a period of six (6) months, renewable for one additional six (6) month period with proper medical verification. All District-paid insurance shall be continued in full force during the period when this benefit is in effect.

Article 15 - Layoffs

15.2.1.2 For employees whose date of hire is on or after July 1, 1999, seniority will be determined by date of hire (as a probationary or permanent member) in the classification.

For those members hired after July 1, 2020 seniority will be determined by the time stamp date on an employees initial application for the classification hired into.

15.2.2 If two (2) or more employees subject to layoff have equal seniority, the determination as to who shall be laid off shall be made based on the hire date into a probationary status with the employee hired first being retained. ~~If that is equal, the District shall determine if retention of one of the employees would further the goals of the District Affirmative Action Program and shall retain him/her.~~ Otherwise, determination as to which employee is laid off shall be made by lot.

15.6.3 An employee who is laid off and is subsequently eligible for re-employment shall be notified in writing by the District of an opening. Such notice shall be sent by certified US mail **and or email** to the last address given the District by the employee.

Article 16 - Retirement

16.1 Retirement - Premium Payment The District will provide, subject to insurance carrier approval, the opportunity for the full cost of medical insurance coverage and dental insurance coverage to those retired employees retiring from the District directly into the California Public Employees Retirement System (CalPERS), until the age of 65, or eligible age to receive Medicare provided that:

- 16.1.1 (a) The employee is at least 55 years old and has not yet reached 65.
- (b) The employee has worked in the District as a regular employee **for a non-consecutive and cumulative total of ten (10) years.**

Article 17 - Evaluation

17.1. Employees in Probationary Status

~~(a) New employees serving their twelve (12) month probationary period may receive a written performance evaluation on or about the end of the fifth and eleventh month of initial probationary employment period.~~

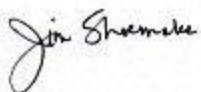
~~(b) Promoted employees serving their six (6) month promotional probationary period may receive a written performance evaluation on or about the end of the third month and fifth month of employment in the higher level position.~~

~~(c) Employees in probationary status may request a review of below standard rating by the supervisory level immediately above the rating supervisor.~~

17.1. Employees in Probationary Status

The probationary period for a new employee hired on and after January 1, 2020 shall be a maximum of six months or 130 days of paid service, whichever is longer. Probationary employees should receive a written performance evaluation on or about the end of the third month and the fifth month of initial probationary employment period.

(b) Promoted employees serving their six (6) month promotional probationary period may receive a written performance evaluation on or about the end of the third month and fifth month of employment in the **higher level position** new classification.



Jim Shoemake 11/5/2020
Assistant Superintendent
Schools and Labor Relations
San Juan Unified School District

Karen Smith 11/5/2020
President
California School Employees Association

Kurt Benfield 11/5/2020
Labor Relations Representative
California School Employees Association

**SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

AGENDA ITEM: I-7
MEETING DATE: 11/17/2020

SUBJECT: California Voting Rights Act Update

CHECK ONE:
For Discussion:
For Action:
Report:
Workshop:
Recognition:
Emergency Action:

DEPARTMENT: Legal Services

ACTION REQUESTED:

The superintendent is recommending that the board receive an update regarding the California Voting Rights Act.

RATIONALE/BACKGROUND:

The San Juan Unified School District's Board of Education is currently elected under an "at-large" election system, where board members are elected by voters of the entire district. Board members are elected in even-numbered years and serve staggered, four-year terms. On March 10, 2020, the board adopted Resolution No. 2982, declaring its intent to transition from at-large to by-trustee area board elections, where each board member must reside within the designated trustee-area boundary, and is elected only by the voters in that trustee area. On March 31, 2020, the district's demographer presented information on the process and potential criteria for drawing the trustee-area boundary maps. At the April 14, 2020, meeting, the superintendent pulled the presentation and the second of two statutorily required hearings to evaluate the Governor's Executive Order N-48-20, signed April 9, 2020, and the effect it would have on the district's transition process. At the April 28, 2020, meeting, the board adopted Resolution No. 2991, declaring an intent to temporarily postpone hearings related to the board's transition to by-trustee area elections until such time as neither state nor local public health officials recommend or impose social distancing measures due to the COVID19 pandemic.

ATTACHMENT(S):

N/A

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 11/09/2020

PREPARED BY: Linda C. T. Simlick, General Counsel *LTS*

APPROVED BY: Kent Kern, Superintendent of Schools *KK*

**SAN JUAN UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

SUBJECT: Set Annual Organizational Meeting

DEPARTMENT: Administration

AGENDA ITEM: I-8

MEETING DATE: 11/17/2020

CHECK ONE:

| | |
|-------------------|-------------------------------------|
| For Discussion: | <input type="checkbox"/> |
| For Action: | <input checked="" type="checkbox"/> |
| Report: | <input type="checkbox"/> |
| Workshop: | <input type="checkbox"/> |
| Recognition: | <input type="checkbox"/> |
| Emergency Action: | <input type="checkbox"/> |

ACTION REQUESTED:

The superintendent is recommending that the board set Tuesday, December 15, 2020, at 6:30 p.m., as the date and time for the annual organizational meeting.

RATIONALE/BACKGROUND:

Under the provisions of Education Code section 35143, the governing board is required to set an annual organizational meeting within a 15-day period between December 11, 2020, and December 25, 2020. The Sacramento County Office of Education will be notified of the day and time selected.

ATTACHMENT(S):

N/A

BOARD COMMITTEE ACTION/COMMENT:

N/A

PREVIOUS STAFF/BOARD ACTION:

Superintendent's Cabinet: 11/09/2020

FISCAL IMPACT:

Current Budget: \$ N/A

Additional Budget: \$ N/A

Funding Source: N/A

(Unrestricted base, supplemental, other restricted, etc.)

Current Year Only: Ongoing:

LCAP/STRATEGIC PLAN:

Goal: N/A

Focus: N/A

Action: N/A

Strategic Plan: N/A

APPROVED BY: Kent Kern, Superintendent of Schools *KK*

:sc

SAN JUAN UNIFIED SCHOOL DISTRICT
TENTATIVE BOARD AGENDA ITEMS
2020-2021

DECEMBER 15 (3rd Tuesday)**Board Reception/Swearing-In (before board meeting)**

| | |
|--|----------|
| Annual Organizational Meeting – A | Board |
| 2019-2020 Audit Report – A | Stephens |
| 2020-2021 First Interim & Budget/Financial Status Report – A | Stephens |
| Public Hearing: Budget Overview for Parents – A | Schnepp |
| Public Hearing: Choices Charter School Budget Overview for Parents – A | Flagler |
| Public Hearing No. 2: Aspire Charter School Renewal Petition – A [Public Hearing No. 1 - 10/13/20] | Flagler |
| Choices Charter School: One-time, Off-schedule Payment – A [Discussed 11/17/20] | Flagler |
| Tentative Agreement: CSEA – A [Discussed 11/17/20] | Shoemake |
| Minimum Wage Increase – A | Oropallo |
| Governance Handbook Annual Update – D/A | Board |

DECEMBER 24 (canceled)**JANUARY 12**

| | |
|---|----------|
| Equity Update – R | Calvin |
| Williams Complaint Report – R | Simlick |
| *Resolution: Emergency Contracting – A | Stephens |
| *Resolution: Authorized Signature - Power to Contract on Behalf of the District – A | Stephens |
| *Resolution: Delegating Signature Authorization to the Superintendent – A | Stephens |

JANUARY 26

| | |
|---|------------|
| Recognition: 2021 Classified Employees of the Year – A | Oropallo |
| Recognition: National School Counseling Week (Feb. 1-5) – A | Messer |
| Mitigating Learning Loss - Assessment Practices Update – R | Bassanelli |
| Annual Policy Review – D | Simlick |
| BP 3430 Investing and Debt Management | |
| BP 5116.1 Intradistrict Open Enrollment | |
| BP 6145 Extracurricular/Cocurricular Activities | |
| BP 6020 Parent Involvement and Family Engagement | |
| *School Accountability Report Cards (SARCs) – A | Schnepp |

FEBRUARY 9

| | |
|---|----------|
| Recommendation for Reductions in PKS & Criteria for Tie Break (Certificated TK-12) – D | Oropallo |
| Recommendation for Reducing/Discontinuing CCS & Criteria for Tie Break (Certificated ECE) – D | Oropallo |
| Notice of Intent to Reduce Classified Positions – D | Oropallo |
| *Annual Policy Review [Discussed 01/26/21] – A | Simlick |
| BP 3430 Investing and Debt Management | |
| BP 5116.1 Intradistrict Open Enrollment | |
| BP 6145 Extracurricular/Cocurricular Activities | |
| BP 6020 Parent Involvement and Family Engagement | |

*Audit Report for Measures J, N, P and S – A

Stephens

FEBRUARY 23

| | |
|---|----------|
| Recognition: Arts Education Month (March) – A | Townsend |
| Resolutions: Reductions in PKS & Criteria for Tie Break (Certificated TK-12) – A [Discussed 02/09/21] | Oropallo |
| Resolution: Reducing/Eliminating CCS & Criteria for Tie Break (Certificated ECE) – A [Discussed 02/09/21] | Oropallo |
| Resolution: Notice of Intent to Reduce Classified Positions – A [Discussed 02/09/21] | Oropallo |
| 2021 CSBA Delegate Assembly Election – A | Board |
| *Consolidated Application, Winter Report 2021 (Part II) – A | Calvin |

MARCH 9

Recognition: National School Social Work Week (Mar. 7-13) – A

Social Emotional Wellness – R

Second Interim Budget Report – R

Calvin

Calvin

Stephens

MARCH 23

Recognition: Week of the Young Child (Apr. 12-16) – A

New Course Adoptions – D

*Head Start and Early Head Start Grant Application 2021-2022 – A

Townsend

Schnepf

Townsend

APRIL 13

Recognition: School Bus Driver's Appreciation Day (Apr. 27) – A

Williams Complaint Report – R

Proposed Board Meeting Dates for 2021-2022 – A

*New Course Adoptions [Discussed 03/23/21] – A

Oropallo

Simlick

Kern

Schnepf

APRIL 27

Recognition: California Day of the Teacher (May 13) – A

Recognition: National Nurses Week and National School Nurse Day (May 6-12 & May 13) – A

School Climate: Parent-Staff-Student Voice – R

Oropallo

Calvin

Schnepf

MAY 11

Recognition: Classified School Employee Week (May 16-22) – A

Hearing Officer's Recommendation-2021 RIF (if applicable) – A

*Approval of CTE 2021 Advisory Committee Roster – A

Oropallo

Simlick

Messer

MAY 25

Recognition: National Science Bowl (if applicable) – A

Messer/Shoemake

Recognition: Science Olympiad (if applicable) – A

Messer/Shoemake

Recognition: Academic Decathlon (if applicable) – A

Messer

*Head Start/Early Head Start Contract Resolution FY 2021-2022 – A

Townsend

JUNE 8

Public Hearing: LCAP – D

Schnepf

Public Hearing: LCAP/Choices Charter School – D

Flagler

Public Hearing: Adoption of the 2021-2022 Budget – D

Stephens

Temporary Interfund Borrowing of Cash – A

Stephens

*CIF Superintendent Designation of Representatives 2021-2022 – A

Messer

JUNE 22

LCAP [Public Hearing 06/08/21] – A

Schnepf

LCAP/Choices Charter School – A [Public Hearing 06/08/21]

Flagler

Adoption of the 2021-2022 Budget – A [Public Hearing 06/08/21]

Stephens

*Consolidated Application, Spring Report 2020-2021 – A

Calvin

*2020-2021 Actuarial Report (OPEB) – A

Oropallo

*Charter School 2019-2020 Audit Reports (Aspire, Atkinson, CMP, GIS, GV, OFY) – A

Stephens