



Putting  
Children  
First

# Amended BOARD OF EDUCATION MEETING AND WORKSHOP

**Board of Education Members**

Lavinia Grace Phillips, President (Trustee Area 7)  
Jasjit Singh, Vice President (Trustee Area 2)  
Chinua Rhodes, Second Vice President (Trustee Area 5)  
Tara Jeane (Trustee Area 1)  
Christina Pritchett (Trustee Area 3)  
Jamee Villa (Trustee Area 4)  
Taylor Kayatta (Trustee Area 6)  
Liliana Miller Segura, Student Member

**Thursday, April 4, 2024**

**5:00 p.m. Closed Session**

**6:30 p.m. Open Session**

**Serna Center**

Community Conference Rooms  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824

## AGENDA

2023/24-21

*Allotted Time*

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

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

3.0 CLOSED SESSION

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

3.1 Government Code 54956.9 - Conference with Legal Counsel:

a) Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9 (One Potential Case)

b) Existing litigation pursuant to subdivision (d)(1) of Government Code section 54956.9 (Sacramento County Superior Court Case No. 34-2020-00282457)

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

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

3.4 Government code 54956.8—Conference with Real Property Negotiators  
Property: 4591 Perry Ave, Sacramento, CA 95820  
Agency Negotiator: Chris Ralston  
Negotiating Parties: Southgate Parks and Recreation District  
Under Negotiation: Price and terms

- 6:30 p.m.    **4.0**    **CALL BACK TO ORDER/PLEDGE OF ALLEGIANCE**
- 4.1    *The Pledge of Allegiance*
- 4.2    *Broadcast Statement*
- 4.3    *Stellar Student introduced by Board Member Christina Pritchett*
- 6:35 p.m.    **5.0**    **ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION**
- 6:40 p.m.    **6.0**    **AGENDA ADOPTION**
- 6:45 p.m.    **7.0**    **PUBLIC COMMENT** **15 minutes**  
*Members of the public may address the Board on non-agenda items that are within the subject matter jurisdiction of the Board. Public comment may be (1) emailed to [publiccomment@scusd.edu](mailto:publiccomment@scusd.edu); (2) submitted in writing through the district’s website at <https://www.scusd.edu/submit-public-comment>; or (3) provided in-person at the meeting. The submission deadline for written public comments shall be no later than noon on the day of the meeting. If you intend to address the Board in-person, please fill out a yellow card available at the entrance. Speakers may be called in the order that requests are received, or grouped by subject area. We ask that comments are limited to two (2) minutes with no more than 15 minutes per single topic so that as many people as possible may be heard. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to district staff or calendar the issue for future discussion.*
- 7:00 p.m.    **8.0**    **COMMUNICATIONS**
- 8.1    *Employee Organization Reports:* **Information**  
*SCTA – 15 minutes*  
*SEIU – 3 minutes*  
*TCS – 3 minutes*  
*Teamsters – 3 minutes*  
*UPE – 3 minutes*
  - *SCTA*
  - *SEIU*
  - *TCS*
  - *Teamsters*
  - *UPE*
- 7:27 p.m.    8.2    *District Advisory Committees:* **Information**  
*3 minutes each*
  - *Student Advisory Council*
  - *Community Advisory Committee*
  - *District English Learner Advisory Committee*
  - *Local Control Accountability Plan/Parent Advisory Committee*
  - *Black/African American Advisory Board*
  - *Community Schools Advisory Committee*
  - *Native American Parent Committee*
- 9.0**    **SPECIAL PRESENTATION**
- 7:48 p.m.    9.1    *Approve Resolution No. 3396: Recognition of Adult* **Action**  
*5 minute presentation*

		<i>Education Week (Dr. Susan Gilmore, Dr. Carla Galbraith, and Clifton Carley)</i>	<i>5 minute discussion</i>
7:58 p.m.	9.2	<i>Adult Education Update (Dr. Susan Gilmore, Dr. Carla Galbraith, and Clifton Carley)</i>	<b>Information</b> <i>15 minute presentation</i> <i>5 minute discussion</i>

8:18 p.m.	9.3	<i>College and Career Readiness Update (Shannon Pella, Daniel Spinka, and Jill Thom)</i>	<b>Information</b> <i>10 minute presentation</i> <i>5 minute discussion</i>
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**10.0 BOARD WORKSHOP/STRATEGIC INITIATIVE**

8:33 p.m.	10.1	<i>Presentation to Prepare for Potential November 2024 Bond Measure (Janea Marking)</i>	<b>Information</b> <i>10 minute presentation</i> <i>10 minute discussion</i>
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**11.0 COMMUNICATIONS**

8:53 p.m.	11.1	<i>Student Member Report (Liliana Miller Segura)</i>	<b>Information</b> <i>5 minutes</i>
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8:58 p.m.	11.2	<i>Superintendent’s Report (Lisa Allen)</i>	<b>Information</b> <i>5 minutes</i>
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9:03 p.m.	11.3	<i>President’s Report (Lavinia Phillips)</i>	<b>Information</b> <i>5 minutes</i>
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9:08 p.m.	11.4	<i>Information Sharing by Board Members</i>	<b>Information</b> <i>10 minutes</i>
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9:18 p.m.	<b>12.0 CONSENT AGENDA</b>		<b>Action</b> <i>2 minutes</i>
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*Generally routine items are approved by one motion without discussion. The Superintendent or a Board member may request an item be pulled from the consent agenda and voted upon separately.*

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

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

*12.1b Approve Personnel Transactions (Cancy McArn)*

*12.1c Approve West Campus Debate Tournament in Evanston, IL from April 11-14, 2024 (Mary Hardin Young and Jerad Hyden)*

*12.1d Approval of Unauthorized Vendor Payments (Janea Marking)*

*12.1e Approve Waiver Request and Affidavit – Request for Allowance Due to Emergency Conditions (Janea Marking)*

*12.1f Approve Mandatory Reporting to the Sacramento County Office of Education Uniform Complaints Regarding the Williams Settlement Processed for the Period*

*of January 2024 through March 2024 (Cancy McArn)*

*12.1g Approve SETA Head Start Budget Carryover from 2022-2023 to 2023-2024  
(Dr. E'Leva Gibson)*

*12.1h Approve SETA Head Start Budget Modification for 2023-2024  
(Dr. E'Leva Gibson)*

9:20 p.m. **13.0 FUTURE BOARD MEETING DATES / LOCATIONS**

✓ *April 18, 2024, 5:00 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center,  
5735 47<sup>th</sup> Avenue, Community Room, Regular Workshop Meeting*

✓ *May 2, 2024, 5:00 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center,  
5735 47<sup>th</sup> Avenue, Community Room, Regular Workshop Meeting*

9:22 p.m. **14.0 ADJOURNMENT**

*NOTE: The Sacramento City Unified School District encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Board of Education Office at (916) 643-9314 at least 48 hours before the scheduled Board of Education meeting so that we may make every reasonable effort to accommodate you. [Government Code § 54953.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. §12132)] Any public records distributed to the Board of Education relating to an open session item will be available for public inspection at the Serna Center, at 5735 47<sup>th</sup> Avenue, Sacramento, during normal business hours or on the District's website at [www.scusd.edu](http://www.scusd.edu).*



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.1

**Meeting Date:** April 4, 2024

**Subject:** Approve Resolution No. 3396: Recognition of Adult Education Week

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

**Division:** Adult Education

**Recommendation:** Approve Resolution No. 3396: Recognition of Adult Education Week.

**Background/Rationale:** Adult Education Week highlights the importance of continuous learning beyond formal schooling. It emphasizes the value of education at all stages of life, promoting a culture of lifelong learning. Adult education plays a crucial role in empowering individuals to acquire new skills, enhance their knowledge, and improve their overall quality of life. This resolution serves as a reminder of the transformative power of education in enabling personal growth and development. Adult education contributes to addressing various societal challenges such as unemployment, poverty, and social inequality. By providing opportunities for adults to further their education and skills, this resolution supports efforts to build more resilient and inclusive communities. A skilled and knowledgeable workforce is essential for driving economic growth and innovation. Adult Education Week underscores the importance of investing in adult education and training programs to enhance workforce readiness and competitiveness. Adult Education fosters social cohesion by bringing people from diverse backgrounds together to learn and collaborate. Adult Education Week promotes the idea of education as a means of bridging divides and building stronger, more cohesive societies. This resolution provides an opportunity to celebrate the achievements of adult learners, educators, and institutions dedicated to adult education. It recognizes their efforts in overcoming challenges and pursuing educational goals later in life. Overall, the rationale for the Adult Education Week resolution encompasses the promotion of lifelong learning, empowerment of individuals, addressing societal challenges, supporting

economic growth, fostering social cohesion, and celebrating the achievements of adult learners and educators.

**Financial Considerations:** None

**LCAP Goal(s):**

Goal 1: College Career Readiness

Goal 2: Foundational Educational Experience with Equitable

Goal 9: Focus on Students with Disabilities

Goal 5: Engagement/Empowerment

Goal 4: Culture and Climate – Dismantling Systems

**Documents Attached:**

1. Resolution Adult Education Week

**Estimated Time of Presentation:** 5 minutes

**Submitted by:** (Yvonne Wright, Chief Academic Officer; Dr. Carla Galbraith, Interim Director Adult Education)

**Approved by:** Lisa Allen, Interim Superintendent

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

**RESOLUTION NO. 3396**

**Resolution No. 3396: Recognition of Adult Education Week**

**WHEREAS**, the first recorded adult education class in California was held in the basement of St. Mary's Cathedral in San Francisco in 1856. The class was authorized by the San Francisco Board of Education to teach English to Irish, Italian, and Chinese immigrants. John Swett, who was the first volunteer teacher for the class, later became a State Superintendent of Public Instruction; and

**WHEREAS**, Adult Schools have been utilized on numerous occasions to assist the state as it dealt with significant social, political, and economic issues through job training programs during World War II, immigration reform of the 1980s, and most recently, the Great Recession; and

**WHEREAS**, Adult education in California overcame its biggest challenge as a result of the severe economic crisis facing both the state and the nation in 2008-2009. Funding that was previously reserved for adult education was redistributed to other levels of education in the state, resulting in many adult schools decreasing in size and some closing; and

**WHEREAS**, over 66% of adult learners enrolled in Adult Schools across California in the 2022-2023 school year were between the ages of 25-54, making them very likely to have children in our public school system. The impact of adult education is felt across generations, particularly for early childhood learners who have been characterized as a priority of the Governor and Legislature; and

**WHEREAS**, the Sacramento City Unified School District provides a safe environment for its students free from discrimination or bullying regardless of race, ethnicity, religion, sexual orientation or socio-economic status; and

**WHEREAS**, amid the COVID-19 pandemic Adult Education continued to provide critical programming and services to our adult education students and their families via literacy and basic skills to help ensure our K12 students were successful as they navigated the challenge of distance learning to finish the school year; and

**WHEREAS**, amid the COVID-19 pandemic and ongoing today, Adult Education provides important short term career training programs, including critical healthcare positions, to address both the short and long term impacts and to respond to Governor Newsom's charge to meet the moment and address the needs of our communities; and

**WHEREAS**, the California Adult Education Program celebrates its 10<sup>th</sup> anniversary this year, having been established into law in 2014;

**WHEREAS**, the State of California will proclaim Adult Education Week during the week of April 7 through April 13, 2024; and

**WHEREAS**, the Board of Trustees of the Sacramento City Unified School District strongly supports Adult Education as an important part of the development of human beings.

**BE IT THEREFORE RESOLVED**, that the Board of Trustees of the Sacramento City Unified School District strongly urges the Governor of California, Gavin Newsom, and the California Legislature to recognize the important role of K12 Adult Education in addressing the needs of our communities in the short and long term and to increase access to programs and services for the most in-need and not yet reached members of our great State.

**PASSED AND ADOPTED** this 4 day of April, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTESTED TO:

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Lisa Allen  
Secretary of the Board of Education

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Lavinia Grace Phillips  
President of the Board of Education





# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.2

**Meeting Date:** April 4, 2024

**Subject:** Adult Education Update

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

**Division:** Adult Education

**Recommendation:** Informational Item Only

**Background/Rationale:** The presentation entitled Adult Education: Empowering Adult Learners, will highlight the work of SCUSD Adult Education. Adult Education has been part of the Sacramento City Unified School District's public education program since 1872. Adult education plays a crucial role in empowering individuals to acquire new skills, enhance their knowledge, and improve their overall quality of life. Adult education contributes to addressing various societal challenges such as unemployment, poverty, and social inequality. A skilled and knowledgeable workforce is essential for driving economic growth and innovation. Adult Education fosters social cohesion by bringing people from diverse backgrounds together to learn and collaborate, as well as equipping adults for employment, literacy, and skills to launch the entrance into advanced careers and the path to college.

**Financial Considerations:** None

**LCAP Goal(s):**

- Goal 1: College Career Readiness
- Goal 2: Foundational Educational Experience with Equitable
- Goal 9: Focus on Students with Disabilities
- Goal 5: Engagement/Empowerment

## Goal 4: Culture and Climate – Dismantling Systems

### **Documents Attached:**

N/A

**Estimated Time of Presentation:** 15 minutes

**Submitted by:** (Yvonne Wright, Chief Academic Officer; Dr. Carla Galbraith, Interim Director Adult Education)

**Approved by:** Lisa Allen, Interim Superintendent



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 9.3

**Meeting Date:** April 4, 2024

**Subject:** College and Career Readiness Update

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

**Division:** College & Career Readiness Department (CCR)

**Recommendation:** N/A

**Background/Rationale:**

The College and Career Readiness Department (CCR) is currently involved in several bodies of work that are in direct support of LCAP Goal 1. School Counselors are busily following up with seniors to ensure they have completed college matriculation steps, preparing for graduation, and proactively targeting students for summer school. The Master Scheduling Director is proactively working with school site administrators to ensure the 2024-2025 master schedule reflects the needs of students. The world of CTE is in a very exciting season as new state funding has infused a renewed sense of energy and opportunity. The CCR Department would like to share an overview of this exciting work and how students have positively benefitted.

**Financial Considerations:** N/A

**LCAP Goal(s):** Goal1 : Ensure students are College & Career Ready

100% of SCUSD students will graduate college and career ready with a wide array of postsecondary options and a clear postsecondary plan. Growth in Graduation Rate and College/Career Readiness will be accelerated for Students with Disabilities, English Learners, African American students, American Indian or Alaska Native students,

Hispanic/Latino students, Native Hawaiian or Pacific Islander students, Foster Youth, Homeless Youth, and other student groups with gaps in outcomes until gaps are eliminated.

**Documents Attached:** N/A

**Estimated Time of Presentation:** 10 minutes

**Submitted by:** Shannon Pella, Deputy Superintendent of Academics

**Approved by:** Lisa Allen, Interim Superintendent



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.1

**Meeting Date:** April 4, 2024

**Subject:** Presentation to Prepare for Potential November 2024 Bond Measure

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

**Division:** Business Services

**Recommendation:** Receive Information Related to a Potential November 2024 Bond Measure

**Background/Rationale:** On June 8, 2023, staff provided the Board with preliminary information regarding a potential bond measure on the 2024 general election ballot. It was shared that the upcoming November 2024 election is an opportunity for the district to seek voter approval for additional funding to improve, rehabilitate, and repair aging schools, classrooms, and facilities. Dale Scott, the district's financial advisor, surveyed registered voters of the District for community feedback on a new bond measure. The surveys were conducted between October 6, 2023, and October 8, 2023. On February 1, 2024, the Board received a presentation sharing the results of the survey. As part of the related discussion, staff were asked to provide more information for the Board to give direction on how to proceed. This presentation will provide an update of the information requested.

**Financial Considerations:** N/A

**LCAP Goal(s):** Family and Community Empowerment; Operational Excellence

**Documents Attached:** N/A

**Estimated Time:** 10 minutes

**Submitted by:** Janea Marking, Chief Business and Operations Officer

**Approved by:** Lisa Allen, Interim Superintendent



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1a

**Meeting Date:** April 4, 2024

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

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

**Division:** Business Services

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

**Background/Rationale:**

**Financial Considerations:** See attached.

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

**Documents Attached:**

1. Expenditure and Other Agreements
2. Approval of Declared Surplus Materials and Equipment
3. Recommended Bid Awards – Business Services
4. Recommended Bid Awards – Facilities
5. Change Notices – Facilities Projects

**Estimated Time of Presentation:** N/A

**Submitted by:** Janea Marking, Chief Business Officer

Tina Alvarez Bevens, Contract Analyst

**Approved by:** Lisa Allen, Interim Superintendent

## **EXPENDITURE AND OTHER AGREEMENTS**

### **Restricted Funds**

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<b><u>YOUTH DEVELOPMENT DEPARTMENT</u></b>		
CDW R24-04145  Utilizing Sourcewell Contract #081419  New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Quote #NTHR943, 800 new 14-inch Non Touch Student Chromebooks. YDSS assessed the needs for Chromebooks via Google Forms from our 68 sites. Several requests were received which rounded up to 800 Chromebooks. Chromebooks are a much needed necessity for our students as some projects require Chromebooks to complete their projects. It has been 3 years since the district has provided Chromebooks for SCUSD students. In those 3 years, many have been damaged, lost, or are inoperable due to students transporting their devices to and from school. These 800 Chromebooks will be stored at our Expanded Learning programs and will be checked out per a use basis. We have also discussed with Technology Services and onsite admin about the possibility of acquiring refurbished Chromebook carts to house the new devices. Program Managers will be responsible for the securing and storing these devices.	\$301,004 Expanded Learning Opportunities Program Funds

### **COLLEGE AND CAREER READINESS DEPARTMENT**

North State Building Industry SA24-00714  New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	North State Building Industry Foundation will provide a series of programs and services in a variety of Construction, Engineering, Business and Finance, and trade-related fields. Services include work-based learning, internships, job placement, externships, Planning/Set-up/organizing, and OSHA certification. This is a two-year agreement between March 20, 2024, and June 30, 2025.	\$115,200 Career Tech Ed Incentive Grant Funds
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### **Unrestricted Funds**

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<b><u>BUSINESS SERVICES DEPARTMENT</u></b>		
Crowe LLP SA24-00744  New Contract: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2/8/24: Completion of Services: Audit of SCUSD Financial Statements for the year ending June 30, 2024.	\$163,000 General Funds

**ACADEMIC OFFICE DEPARTMENT**

Solution Tree  
SA24-00596

Ratification is requested for Agreement for 3-year plan to purchase Solution Tree products and services.

**YEAR 2**  
\$658,350  
Every Student  
Succeeds Act  
(ESSA) - Title I  
Funds

New Contract:

- Yes
- No

SCUSD will purchase Solution Tree products and services (“Services”) centered around PLC at Work® (“PLC at Work®”) and project administration services (“Project Administration Services”). Year 2 for 2023-2024 will be serving H.W. Harkness and Elder Creek

Solution Tree will match each School with a certified PLC at Work® Associate (“Coach”) who will coordinate the Services for the assigned School. Solution Tree will assign a Project Lead (“Project Lead”) to oversee the Coaches, and a Project Administrator to coordinate the internal Solution Tree team, the Project Lead, and Coaches. This Project Administration Team will monitor, assess, and report on the School Services and will provide periodic feedback to SCUSD.

**APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT**

SITE/DEPT	ITEM
Nutrition Services Success Academy Capital City School Hubert Bancroft Elementary John Still Middle School Miwok Middle School New Joseph Bonnheim ES Bear Flag Children Center	<p><b>BACKGROUND:</b> The Education Code regulates the procedures by which a school district can dispose of personal property. Education Code section 17546 provides that the governing board may, by unanimous vote, dispose of items valued at \$2,500 or less by private sale without advertising, by selling the items at public auction, or if the board finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the board, or it may be disposed of in the local public dump. The District has held previous auctions, but they have generally cost more than they have netted for the District.</p>
<p style="text-align: center;"><b>ITEMS</b></p> (10 each) Desktops (159 each) Chromebooks (24 each) Laptops (51 each) Printers (25 each) Projectors (65 each) Monitors (81 each) Misc.	<p><b>STATUS:</b> The District has determined these items are not repairable nor usable.</p> <p><b>RECOMMENDATION:</b> It is recommended that the Board of Education approve the salvage of the listed items per Education Code section 17546</p>
<p style="text-align: center;"><b>TOTAL VALUE</b></p> \$0.00	
<p style="text-align: center;"><b>DISPOSAL METHOD</b></p> e-Waste	



## **RECOMMENDED BID AWARDS – BUSINESS SERVICES**

Bid No. RFQ/P 24-0802 Financial Practices Analysis

Bids Received: March 15, 2024; 2:00 pm

Recommendation: Award to BDO, USA

Amount/Funding: General Funds

<b>BIDDER</b>	<b>BIDDER LOCATION</b>	<b>AMOUNT</b>
BDO USA	San Francisco, CA	\$136,000
Plante & Moron	Southfield, MI	\$246,000

**Rationale:** On February 20, 2024, the District issued a Request for Qualifications for Financial Practice Analysis for the Accounting Department and proposals were due March 15, 2024. Two (2) proposals were received and evaluated by a Selection Advisory Committee. The Committee considered relevant factors, qualifications and best value. Therefore, the District recommends awarding BDO, USA the contract for the Financial Practices Analysis.

## **CHANGE NOTICES – FACILITIES PROJECTS**

The following change notice is submitted for approval.

**Project: Nicholas Elementary School New Construction and Modernization**

Recommendation: California Inspection Network was awarded inspection services for Increment 1 work; \$95,700; Measure H Funds.

Approve Amendment No. 1 for Increment 2 inspector services construction services for new school campus: \$391,905; Measure H Funds.

Original Contract Amount: \$95,700; Measure H Funds

New Total Contract Amount: \$487,605; Measure H Funds

**Project: Hiram Johnson HS Baseball/Softball/Golf Facility**

Recommendation: A.M. Stephens was awarded construction services at the November 3, 2022 Board of Education meeting. Project included new varsity baseball and softball fields, new 30 foot tall chain link backstops, new CMU dugouts with metal roofs, new home and visitor bullpens, new golf facility.

Original Contract Amount: \$ 7,464,000, Measure Q.

Approve Change Order No. 1 <\$181,066>; Measure Q for Unused Owners Allowance

New Total Contract Amount: \$7,282,934, Measure Q.



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

# QUOTE CONFIRMATION

**MELANIE GUTIERREZ,**

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

**Convert Quote to Order**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NTHR943	2/26/2024	800-NEW 14 INCH NON TOUCH	1592600	<b>\$301,004.00</b>

**IMPORTANT - PLEASE READ**

Fees applied to item(s): 7765885

**QUOTE DETAILS**

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">HP SB FORTIS 14 G11 N100 32 4 CHR</a> Mfg. Part#: 9R389UT#ABA Contract: Sourcewell# 081419 Tech Catalog- (Chromebook ONLY) (081419-CDW)	800	7765885	\$274.00	\$219,200.00
<a href="#">Google Chrome Education Upgrade</a> Mfg. Part#: CROS-SW-DIS-EDU-NEW Electronic distribution - NO MEDIA Contract: Sourcewell# 081419 Tech Catalog- (Chromebook ONLY) (081419-CDW)	800	5988499	\$33.13	\$26,504.00
<a href="#">SCRMNTCTYUSD-CHRM-PERUNIT</a> Mfg. Part#: ACT-24918-01 Etching/White Glove SERVICE Electronic distribution - NO MEDIA Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	800	5614281	\$7.15	\$5,720.00
<a href="#">HP 3Y CARE NB HW SUPP</a> Mfg. Part#: U67XQE Electronic distribution - NO MEDIA Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	800	7824130	\$34.00	\$27,200.00

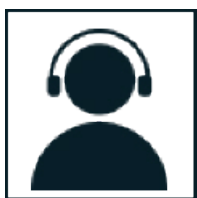
**RECYCLING FEE DETAILS**

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<b>RECYCLING FEE 4" TO LESS THAN 15"</b> Fee Applied to Item: 7765885	800	654809	\$4.00	\$3,200.00

**SUBTOTAL** \$278,624.00

<b>SHIPPING</b>	\$0.00
<b>RECYCLING FEE</b>	\$3,200.00
<b>SALES TAX</b>	\$19,180.00
<b>GRAND TOTAL</b>	<b>\$301,004.00</b>

PURCHASER BILLING INFO	DELIVER TO
<b>Billing Address:</b> SACRAMENTO CITY UNIFIED SCHOOL DIST ACCOUNTING SERV 5735 47TH AVE SACRAMENTO, CA 95824-4528 <b>Phone:</b> (916) 277-6665 <b>Payment Terms:</b> NET 30-VERBAL	<b>Shipping Address:</b> SACRAMENTO CITY UNIFIED SCHOOL DIST 3051 REDDING AVE SACRAMENTO, CA 95820-2122 <b>Phone:</b> (916) 277-6664 <b>Shipping Method:</b> UPS Freight LTL, Special Services
	<b>Please remit payments to:</b>  CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



### Sales Contact Info

Pat Hein | (866) 642-8073 | [pathei@cdwg.com](mailto:pathei@cdwg.com)

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

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## SERVICES AGREEMENT

**Date:** March 14, 2024 **Place:** Sacramento, California

**Parties:** Sacramento City Unified School District, a political subdivision of the State of California, (hereinafter referred to as the "District"); and North State Building Industry Foundation (hereinafter referred to as "Contractor").

**Recitals:**

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

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

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

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

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

### ARTICLE 1. SERVICES.

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

North State Building Industry Foundation will provide a series of programs and services on a variety of Construction, Engineering, Business and Finance and trade related fields as follows:

- Class Opportunities
  - Work Based Learning Opportunities (in-class demonstrations, interactive learning)
  - Work Readiness training
  - Classroom presentations
- Field Trips
- Internships
- Job Placement Services
  - Skilled Trades Job Fair
  - Senior Hiring Event
- Externships for teachers/counselors/CTE Directors
- Program/Relationship Development
  - Curriculum

- Special Populations/Workability
- Teacher Recruitment and Training
- OSHA-10 certification

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

This Agreement shall commence on March 20, 2024, and continue through June 30, 2025, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

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

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

Fee Rate: \$250 per presentation; \$500 per field trips; \$2,000 per internships; \$1,000 per job placement services; \$2,000 per teacher/counselor/CTE Director; \$150 per hour for planning / set-up/organizing; \$60 per student for OSHA-10 certification. Total fee shall not exceed **One Hundred Fifteen Thousand Two Hundred Dollars (\$115,200)**.

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of College and Career Readiness Department, Sacramento City Unified School District, P. O. Box 246870, Sacramento, California 95824-6870.

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

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

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

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

As to those matters specifically produced under this Agreement that are composed of intellectual property or other protected works, Contractor must clearly identify to the District those protected elements included in the completed work. The remainder of the intellectual property of such completed works shall be deemed the sole property of the District. The completed works that include both elements of Contractor's protected works and the District's protected works, shall be

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subject to a mutual non-exclusive license agreement that permits either party to utilize the completed work in a manner consistent with this Agreement including the sale, use, performance and distribution of the matters, for any purpose in any medium.

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

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

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

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

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

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

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

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

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

provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified.

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

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

#### **ARTICLE 8. MUTUAL INDEMNIFICATION.**

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

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

#### **ARTICLE 9. INSURANCE.**

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$2,000,000 per occurrence naming District as an additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

#### **ARTICLE 10. TERMINATION.**

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

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

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

#### **ARTICLE 11. ASSIGNMENT.**

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

#### **ARTICLE 12. NOTICES.**

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

District:  
Sacramento City Unified School District  
Attn: Tina Alvarez Bevens, Contracts  
5735 47<sup>th</sup> Ave  
Sacramento CA 95824

Contractor:  
North State Bldg Industry Foundation  
1536 Eureka Road  
Roseville CA 95661

#### **ARTICLE 13. ENTIRE AGREEMENT.**

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

#### **ARTICLE 14. CONFLICT OF INTEREST.**

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



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Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

**ARTICLE 15. NONDISCRIMINATION.**

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

**ARTICLE 16. SEVERABILITY.**

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

**ARTICLE 17. RULES AND REGULATIONS.**

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

**ARTICLE 18. APPLICABLE LAW/VENUE.**

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

**ARTICLE 19. RATIFICATION BY BOARD OF EDUCATION.**

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

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



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**SACRAMENTO CITY  
UNIFIED SCHOOL DISTRICT**

**NORTH STATE BUILDING INDUSTRY  
FOUNDATION**

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

Janea Marking  
Chief Business Officer

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

\_\_\_\_\_

Date

\_\_\_\_\_

Date

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**EXHIBIT A**

**CONTRACTOR CERTIFICATION of COMPLIANCE**

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

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

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

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

\_\_\_\_\_  
Authorized Signature of Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name/Title



**Crowe LLP**  
Independent Member Crowe Global

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Fax +1 916 441 1110  
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February 8, 2024

Janea Marking  
Sacramento City Unified School District  
5735 47th Avenue  
Sacramento, California 95824-4528

Dear Ms. Marking:

This letter confirms the arrangements for Crowe LLP ("Crowe" or "us" or "we" or "our") to provide the professional services discussed in this letter to Sacramento City Unified School District ("you", "your" or "Client"). The attached Crowe Engagement Terms, and any other attachments thereto, are integral parts of this letter, and such terms are incorporated herein.

#### AUDIT SERVICES

##### Our Responsibilities

We will audit and report on the financial statements of the Client for the year ending June 30, 2024.

We will audit and report on the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the Client for the period(s) indicated.

In addition to our report on the financial statements, we plan to evaluate the presentation of the following supplementary information in relation to the financial statements as a whole, and to report on whether this supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

- Combining and Individual Fund Financial Statements and Schedules
- Organization
- Schedule of Average Daily Attendance
- Schedule of Instructional Time
- Schedule of Expenditures of Federal Awards
- Reconciliation of Unaudited Financial Report with Audited Financial Statements
- Schedule of First 5 Revenues and Expenditures

In addition to our report on the financial statements, we also plan to perform specified procedures in order to describe in our report whether the following required supplementary information is presented in accordance with applicable guidelines. However, we will not express an opinion or provide any assurance on this information due to our limited procedures.

- Management's Discussion and Analysis
- Budgetary Comparison Schedules

- Schedule of Changes in the Client's Total Other Postemployment Benefits (OPEB) Liability  
Schedule of Changes in Net Pension Liability and Related Ratios
- Schedule of Contributions

The document will also include the following additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion:

- Schedule of Financial Trends and Analysis – Unaudited

The objective of the audit is the expression of an opinion on the financial statements. We will plan and perform the audit in accordance with auditing standards generally accepted in the United States of America, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards require that we obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud, and that we report on the Schedule of Expenditures of Federal Awards (as noted above), and on your compliance with laws and regulations and on its internal controls as required for a Single Audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the financial statements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks that the financial statements could be misstated by an amount that we believe would influence the judgment made by a reasonable user of these financial statements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. As required by the standards, we will maintain professional skepticism throughout the audit.

In making our risk assessments, we obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Client's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. We will communicate to management other deficiencies in internal control identified during the audit that have not been communicated to management by other parties and that, in our professional judgment, are of sufficient importance to merit management's attention. We will also communicate certain matters related to the conduct of the audit to those charged with governance, including (1) fraud involving senior management, and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (2) illegal acts that come to our attention (unless they are clearly inconsequential) (3) disagreements with management and other significant difficulties encountered in performing the audit and (4) various matters related to the Client's accounting policies and financial statements. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

As part of our audit, we will conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for a reasonable period of time.

We expect to issue a written report upon completion of our audit of the Client's financial statements. Our report will be addressed to the Board of Education of the Client. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph or a separate section in the auditor's report, or withdraw from the engagement.

In addition to our report on the financial statements and supplemental information, we plan to issue the following reports:

- Independent Auditor's Report on Compliance with State Laws and Regulations – The purpose of this report on compliance is solely to describe the scope of our testing of compliance with State Laws and Regulations, and the results of that testing, based on the requirements of the State of California's Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting. Accordingly, this report is not suitable for any other purpose.
- Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* — The purpose of this report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Client's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.
- Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance -- The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

We will also perform tests of controls including testing underlying transactions, as required by the Uniform Guidance, to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of your major federal awards programs. We will determine major programs in accordance with the Uniform Guidance. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed. We will inform you of any non-reportable conditions or other matters involving internal control, if any, as required by the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of your compliance with applicable laws, regulations, contracts and grants. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. However, the objective of our audit of compliance relative to the financial statements will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion. We will advise you, however, of any matters of that nature that come to our attention, unless they are clearly inconsequential.

The Uniform Guidance requires that we plan and perform the audit to obtain reasonable assurance about whether you have complied with certain provisions of laws, regulations, contracts and grants. Our procedures will consist of the applicable procedures described in the United States Office of Management and Budget (OMB) Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of your major programs. The purpose of our audit will be to express an

opinion on your compliance with requirements applicable to major Federal award programs. Because an audit is designed to provide reasonable assurance, but not absolute assurance, the audit is not designed to detect immaterial violations or instances of noncompliance.

Our audit and work product are intended for the benefit and use of the Client only. The audit will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party.

The working papers for this engagement are the property of Crowe and constitute confidential information.

However, we may be requested to make certain working papers available to your oversight agency or grantors pursuant to authority given to them by law, regulation, or contract. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to your oversight agency or grantors. The working papers for this engagement will be retained for a minimum of three years after the date our report is issued or for any additional period requested by the oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the working papers.

*Government Auditing Standards* require that we provide you with a copy of our most recent peer review report, which accompanies this letter.

#### The Client's Responsibilities

The Client's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud.

The Client's management is also responsible for complying with applicable laws, regulations, contracts and grants and such responsibility extends to identifying the requirements and designing internal control policies and procedures to provide reasonable assurance that compliance is achieved. Management has the responsibility to make Crowe aware of significant contractor relationships in which the contractor is responsible for program compliance. Client's management is responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that the auditor reports. Additionally, it is management's responsibility to follow up and take corrective action on reported audit findings, to establish and maintain a process for tracking the status of findings and recommendations, and to prepare a summary schedule of prior audit findings, which should be available for our review, and a corrective action plan.

Management has the responsibility to adopt sound accounting policies, maintain an adequate and efficient accounting system, to safeguard assets, and to design and implement programs and controls to prevent and detect fraud. Management's judgments are typically based on its knowledge and experience about past and current events and its expected courses of action. Management's responsibility for financial reporting includes establishing a process to prepare the accounting estimates included in the financial statements and to devise policies to ensure that the Client complies with applicable laws and regulations.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for one year from the date the Financial Statements are available to be issued.

Management is responsible for providing to us, on a timely basis, all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters. Management is also responsible for providing such other additional information we may request for the purpose of the audit, and unrestricted access to persons within the Client from whom we determine it necessary to obtain audit evidence. Additionally, those charged with governance are responsible for informing us of their views about the risks of fraud within the Client, and their knowledge of any fraud or suspected fraud affecting the Client.

Management is responsible for adjusting the financial statements to correct material misstatements related to accounts or disclosures. As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including that the effects of any uncorrected misstatements aggregated by us during the audit are immaterial, both individually and in the aggregate, to the financial statements, and to the Client's compliance with the requirements of its Federal programs. Management acknowledges the importance of management's representations and responses to our inquiries, and that they will be utilized as part of the evidential matter we will rely on in forming our opinion. Because of the importance of such information to our engagement, you agree to waive any claim against Crowe and its personnel for any liability and costs relating to or arising from any inaccuracy or incompleteness of information provided to us for purposes of this engagement.

Management is responsible for the preparation of the supplementary information identified above in accordance with the applicable criteria. As part of our audit process, we will request from management certain written representations regarding management's responsibilities in relation to the supplementary information presented, including but not limited to its fair presentation in accordance with the applicable criteria, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information. In addition, it is management's responsibility to include the auditor's report on supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information. It is also management's responsibility to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by Client of the supplementary information and the auditor's report thereon.

Management is responsible for the preparation of the required supplementary information identified above in accordance with the applicable guidelines. We will request from management certain written representations regarding management's responsibilities in relation to the required supplementary information presented, including but not limited to whether it has been measured and presented in accordance with prescribed guidelines, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information.

At the conclusion of the engagement, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of thirty days after receipt of the auditor's reports or nine months after the end of the audit period.

Management is responsible for report distribution responsibilities, including determining which officials or organizations will receive the report and making the report available to the public as applicable when the audit organization is responsible for report distribution.



## OTHER SERVICES

### Financial Statement Preparation

The Client will provide us with the necessary information to assist in the preparation of the draft financial statements including the notes thereto. We are relying on the Client to provide us with the detailed trial balance, note disclosure information and any other relevant report information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the financial statements.

### Preparation of the Schedule of Expenditure of Federal Awards

The Client will provide us with the necessary information to prepare the draft schedule of expenditure of federal awards including the notes thereto. We are relying on the Client to provide us with all information required by the Uniform Guidance for the schedule, notes and other relevant reporting information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the schedule of expenditures of federal awards.

### Recordkeeping Assistance

The Client will provide us with the necessary information to assist you in your recordkeeping. We will propose year end adjusting entries to management for your review and approval, including cash to accrual conversion entries. We are relying on the Client to provide us with the necessary information in a timely fashion and ensure the data is complete and accurate.

### Data Collection Form input services

We will provide assistance in completing sections of the Data Collection Form (DCF) relative to its federal award programs pursuant to the requirements of Section §200.512 of the Uniform Guidance that are promulgated to be completed by the Client. While we may provide this data entry service and assist you in satisfying your electronic data communication requirements to the Federal Audit Clearinghouse, the completeness and accuracy of this information remains the responsibility of your management.

With respect to the above other services, we will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities. In connection with performing the above other services, you agree to: assume all management responsibilities including making all management decisions; oversee the service by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

## BOND OFFERINGS

With respect to any official statements issued by the Client with which Crowe is not involved, the official statement should indicate that the auditor is not involved with the contents of such official statement. The disclosure should read as:

“Crowe, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Crowe also has not performed any procedures relating to this official statement.”

In delivering services to Client, Crowe may use subsidiaries owned and controlled by Crowe within and outside the United States. Crowe subsidiaries are subject to the same information security policies and requirements as Crowe LLP and will meet the requirements set forth in the confidentiality and data protection provisions of this Agreement.

## FEES

Our fees are outlined below.

Description of Services	Fee Amount
Audit of the Client's financial statements for the year ending June 30, 2024 including attendance testing and ASB walkthroughs for internal audit site visits	\$163,000

The above fee assumes no more than two federal programs will be subject to testing in the period ended June 30, 2023. Each additional program requiring testing will be billed at \$6,500 per program. We will invoice you as our services are rendered.

Invoices will be submitted as work progresses, which will include out-of-pocket expenses, between the date this letter is executed and the anticipated delivery date of our reports. Payment shall be made within 30 days upon submission of periodic invoices to the attention of Business Services, Sacramento City Unified School District, PO Box 246870, Sacramento, CA. 95824-6870.

In accordance with the requirements of Education Code Section 14505, the District will not be required to pay the final 10% of this amount until the current year audit report has been accepted by the State Controller's Office.

To offset various overhead expenses associated with providing professional services that are not directly invoiced, a business services fee will be billed at 5% of total invoiced fees and expenses prior to tax. The business services fee reflects our estimate of costs including but not limited to technology, data security, administrative support, processing support, and other related support on this engagement.

Our invoices are due and payable upon receipt. Invoices that are not paid within 30 days of receipt are subject to a monthly interest charge of one percent per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid 30 days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

The fees outlined above are based on certain assumptions. Those assumptions may be incorrect due to incomplete or inaccurate information provided, or circumstances may arise under which we must perform additional work, which in either case will require additional billings for our services. Examples of such circumstances include, but are not limited to:

- Changing service requirements
- New professional standards or regulatory requirements
- New financial statement disclosures
- Work caused due to the identification of, and management's correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- Evidence of material weakness or significant deficiencies in internal controls
- Substantial increases in the number of significant deficiencies in internal controls
- Regulatory examination matters
- Change in your organizational structure or size due to merger and acquisition activity or other events
- Change in your controls
- New or unusual transactions
- Agreed-upon level of preparation and assistance from your personnel not provided
- Numerous revisions to your information
- Lack of availability of appropriate Client personnel during fieldwork.

Additionally, to accommodate requests to reschedule fieldwork without reasonable notice, additional billings for our services could be required, and our assigned staffing and ability to meet agreed upon deadlines could be impacted.

Due to such potential changes in circumstance, we reserve the right to revise our fees. However, if such a change in circumstances arises or if some other significant change occurs that causes our fees to exceed our estimate, we will advise management.

Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which Client agrees to pay if applicable or if they become applicable (other than taxes imposed on Crowe's income generally), without deduction from any fees or expenses invoiced to Client by Crowe.

The Client and Crowe agree that the Client may periodically request Crowe to provide additional services for accounting and reporting advice regarding completed transactions and potential or proposed transactions. The fees for such additional services will be based on Crowe's hourly billing rates plus expenses or as mutually agreed upon between the Client and Crowe.

To facilitate Crowe's presence at Client's premises, Client will provide Crowe with internet access while on Client's premises. Crowe will access the internet using a secure virtual private network. Crowe will be responsible for all internet activity performed by its personnel while on Client's premises. In the event Client does not provide Crowe with internet access while on Client's premises, Client will reimburse Crowe for the cost of internet access through other means while on Client's site.

#### MISCELLANEOUS

For purposes of this Miscellaneous section, the Acceptance section below, and all of the Crowe Engagement Terms, "Client" will mean the entity(ies) defined in the first paragraph of this letter and will also include all related parents, subsidiaries, and affiliates of Client who may receive or claim reliance upon any Crowe deliverable.

Crowe will provide the services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This engagement letter agreement (the "Agreement") reflects the entire agreement between the parties relating to the services (or any reports, deliverables or other work product) covered by this Agreement. The engagement letter and any attachments (including without limitation the attached Crowe Engagement Terms) are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. No provision of this Agreement will be deemed waived, unless such waiver will be in writing and signed by the party against which the waiver is sought to be enforced. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. Each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature), will be considered and accepted by each party as documents equivalent to original documents

and will be deemed valid, binding and enforceable by and against all parties. This Agreement, including any dispute arising out of or related to this Agreement and the parties' relationship generally, will be governed and construed in accordance with the laws of the State of Illinois applicable to agreements made and wholly performed in that state, without giving effect to its conflict of laws rules to the extent those rules would require applying another jurisdiction's laws.

\* \* \* \* \*

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this Agreement and the attached Crowe Engagement Terms are acceptable to you, please sign below and return one copy of this letter at your earliest convenience. Please contact us with any questions or concerns.

(Signature Page Follows)

**ACCEPTANCE**

I have reviewed the arrangements outlined above and in the attached "Crowe Engagement Terms," and I accept on behalf of the Client the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions as stated.

IN WITNESS WHEREOF, Client and Crowe have duly executed this Agreement effective the date first written above.

Crowe LLP and the Engagement Authorized Signer below are licensed or otherwise authorized by the California Board of Accountancy.

Sacramento City Unified School District

Crowe LLP

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

DocuSigned by:  
*Jeffrey Jensen*  
A4DD146890324EE...

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Jeffrey Jensen

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Partner

\_\_\_\_\_  
Title

\_\_\_\_\_  
March 20, 2024

\_\_\_\_\_  
Date

### **Crowe Engagement Terms**

Crowe wants Client to understand the terms under which Crowe provides its services to Client and the basis under which Crowe determines its fees. These terms are part of the Agreement and apply to all services described in the Agreement as well as all other services provided to Client (collectively, the "Services"), unless and until a separate written agreement is executed by the parties for separate services. Any advice provided by Crowe is not intended to be, and is not, investment advice.

**CLIENT'S ASSISTANCE** – For Crowe to provide Services effectively and efficiently, Client agrees to provide Crowe timely with information requested and to make available to Crowe any personnel, systems, premises, records, or other information as reasonably requested by Crowe to perform the Services. Access to such personnel and information are key elements for Crowe's successful completion of Services and determination of fees. If for any reason this does not occur, a revised fee to reflect additional time or resources required by Crowe will be mutually agreed. Client agrees Crowe will have no responsibility for any delays related to a delay in providing such information to Crowe. Such information will be accurate and complete, and Client will inform Crowe of all significant tax, accounting and financial reporting matters of which Client is aware.

**PROFESSIONAL STANDARDS** – As a regulated professional services firm, Crowe must follow professional standards when applicable, including the Code of Professional Conduct of the American Institute of Certified Public Accountants ("AICPA"). Thus, if circumstances arise that, in Crowe's professional judgment, prevent it from completing the engagement, Crowe retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or terminating the engagement.

**REPORTS** – Any information, advice, recommendations or other content of any memoranda, reports, deliverables, work product, presentations, or other communications Crowe provides under this Agreement ("Reports"), other than Client's original information, are for Client's internal use only, consistent with the purpose of the Services. Client will not rely on any draft Report. Unless required by an audit or other attestation professional standard, Crowe will not be required to update any final Report for circumstances of which we become aware or events occurring after delivery.

**CONFIDENTIALITY** – Except as otherwise permitted by this Agreement or as agreed in writing, neither Crowe nor Client may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Client use of any Crowe work product will be limited to its stated purpose and to Client business use only. However, Client and Crowe each agree that either party may disclose such information to the extent that it: (i) is or becomes public other than through a breach of this Agreement, (ii) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (iii) was known to the recipient at the time of disclosure or is thereafter created independently, (iv) is disclosed as necessary to enforce the recipient's rights under this Agreement, or (v) must be disclosed under applicable law, regulations, legal process or professional standards.

**CLIENT-REQUIRED CLOUD USAGE** – If Client requests that Crowe access files, documents or other information in a cloud-based or web-accessed hosting service or other third-party system accessed via the internet, including, without limitation iCloud, Dropbox, Google Docs, Google Drive, a data room hosted by a third party, or a similar service or website (collectively, "Cloud Storage"), Client will confirm with any third parties assisting with or hosting the Cloud Storage that either such third party or Client (and not Crowe) is responsible for complying with all applicable laws relating to the Cloud Storage and any information contained in the Cloud Storage, providing Crowe access to the information in the Cloud Storage, and protecting the information in the Cloud Storage from any unauthorized access, including without limitation unauthorized access to the information when in transit to or from the Cloud Storage. Client represents that it has authority to provide Crowe access to information in the Cloud Storage and that providing Crowe with such access complies with all applicable laws, regulations, and duties owed to third parties.

**DATA PROTECTION** – If Crowe holds or uses Client information that can be linked to specific individuals who are Client's customers ("Personal Data"), Crowe will treat it as confidential as described above and comply with applicable US state and federal law and professional regulations (including, for financial institution clients, the objectives of the Interagency Guidelines Establishing Information Security Standards) in disclosing or using such information to carry out the Services. The parties acknowledge and understand that while Crowe is a service provider as defined by the California Consumer Privacy Act of 2018 and processes information on behalf of Client and pursuant to this Agreement, Crowe retains its independence as required by applicable law and professional standards for purposes of providing attest services and other related professional services. Crowe will not (1) sell Personal Data to a third party, or (2) retain, use or disclose Personal Data for any purpose other than for (a) performing the Services and its obligations on this Agreement, (b) as otherwise set forth in this Agreement, (c) to detect security incidents and protect against fraud or illegal activity, (d) to enhance and develop our products and services, including through machine learning and other similar methods and (e) as necessary to comply with applicable law or professional standards. Crowe has implemented and will maintain physical, electronic and procedural safeguards reasonably designed to (i) protect the security, confidentiality and integrity of the Personal Data, (ii) prevent unauthorized access to or use of the Personal Data, and (iii) provide proper disposal of the Personal Data (collectively, the "Safeguards"). Client warrants (i) that it has the authority to provide the Personal Data to Crowe in connection with the Services, (ii) that Client has processed and provided the Personal Data to Crowe in accordance with applicable law, and (iii) will limit the Personal Data provided to Crowe to Personal Data necessary to perform the Services. To provide the Services, Client may also need to provide Crowe with access to Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event Client provides Crowe access to Restricted Personal Data, Client will consult with Crowe on appropriate measures (consistent with legal requirements and professional standards applicable to Crowe) to protect the Restricted Personal Data, such as: deleting or masking unnecessary information before making it available to Crowe, using encryption when transferring it to Crowe, or providing it to Crowe only during on-site review on Client's site. Client will provide Crowe with Restricted Personal Data only in accordance with mutually agreed protective measures. Crowe and Client will each allow opportunistic TLS encryption to provide for secure email communication, and each party will notify the other in writing if it deactivates opportunistic TLS encryption. If Client fails to allow opportunistic TLS encryption, Client agrees that each party may use unencrypted electronic media to correspond or transmit information, and Client further agrees that such use of unencrypted media will not in itself constitute a breach of any confidentiality or other obligation relating to this Agreement. Otherwise, Client and Crowe agree each may use unencrypted electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement. Crowe will reasonably cooperate with Client in responding to or addressing any request from a consumer or data subject, a data privacy authority with jurisdiction, or the Client, as necessary to enable Client to comply with its obligations under applicable data protection laws and to the extent related to Personal Data processed by Crowe. Client will promptly reimburse Crowe for any out-of-pocket expenses and professional time (at Crowe's then-current hourly rates) incurred in connection with providing such cooperation. Client will provide prompt written notice to Crowe (with sufficient detailed instructions) of any request or other act that is required to be performed by Crowe. As appropriate, Crowe shall promptly delete or procure the deletion of the Personal Data, after the cessation of any Services involving the processing of Client's Personal Data, or otherwise aggregate or de-identify the Personal Data in such a way as to reasonably prevent reidentification. Notwithstanding the foregoing, Crowe may retain a copy of the Personal Data as permitted by applicable law or professional standards, provided that such Personal Data remain subject to the terms of this Agreement. If Crowe uses a third-party provider, Crowe will include terms substantially similar to those set forth in this Data Protection Paragraph into an agreement with the provider.

**GENERAL DATA PROTECTION REGULATION COMPLIANCE** – If and to the extent that Client provides personal data to Crowe subject to the European Union General Data Protection Regulation ("GDPR"), then in addition to the requirements of the above Data Protection section, this section will apply to such personal data ("EU Personal Data"). The parties agree that for purposes of processing the EU Personal Data, (a) Client will be the "Data Controller" as defined by the GDPR, meaning the organization that

determines the purposes and means of processing the EU Personal Data; (b) Crowe will be the “Data Processor” as defined by GDPR, meaning the organization that processes the EU Personal Data on behalf of and under the instructions of the Data Controller; or (c) the parties will be classified as otherwise designated by a supervisory authority with jurisdiction. Client and Crowe each agree to comply with the GDPR requirements applicable to its respective role. Crowe has implemented and will maintain technical and organizational security safeguards reasonably designed to protect the security, confidentiality and integrity of the EU Personal Data. Client represents it has secured all required rights and authority, including consents and notices, to provide such EU Personal Data to Crowe, including without limitation authority to transfer such EU Personal Data to the U.S. or other applicable Country or otherwise make the EU Personal Data available to Crowe, for the duration of and purpose of Crowe providing the Services. The types of EU Personal Data to be processed include name, contact information, title, and other EU Personal Data that is transferred to Crowe in connection with the Services. The EU Personal Data relates to the data subject categories of individuals connected to Client, Client customers, Client vendors, and Client affiliates or subsidiaries (“Data Subjects”). Crowe will process the EU Personal Data for the following purpose: (x) to provide the Services in accordance with this Agreement, (y) to comply with other documented reasonable instructions provided by Client, and (z) to comply with applicable law. In the event of a Crowe breach incident in connection with EU Personal Data in the custody or control of Crowe, Crowe will promptly notify Client upon knowledge that a breach incident has occurred. Client has instructed Crowe not to contact any Data Subjects directly, unless required by applicable law. In the event that a supervisory authority with jurisdiction makes the determination that Crowe is a data controller, Client will reasonably cooperate with Crowe to enable Crowe to comply with its obligations under GDPR.

**INTELLECTUAL PROPERTY** – Any deliverables, works, inventions, working papers, or other work product conceived, made or created by Crowe in rendering the Services under this Agreement (“Work Product”), and all intellectual property rights in such Work Product will be owned exclusively by Crowe. Upon full payment by Client, Crowe grants to Client a license to use for its business purposes any deliverables, including any other Work Product incorporated in such deliverables. Crowe will retain exclusive ownership or control of all intellectual property rights in any ideas, concepts, methodologies, data, software, designs, utilities, tools, models, techniques, systems, Reports, or other know-how that it develops, owns or licenses in connection with this Agreement as well as any enhancements to any of the above (“Materials”). The foregoing ownership will be without any duty of accounting.

**CLIENT DATA USAGE** – Client shall retain full ownership of all data provided to Crowe by or on behalf of Client in connection with this Agreement, and Crowe will maintain the confidentiality and protection of Client data as set forth in this Agreement. Client agrees that Crowe may, in its discretion, use any Client information or data provided to Crowe for the purpose of (a) performing the Services and its obligations under this Agreement; (b) as otherwise agreed upon in writing; (c) to further improve or develop our products and services; or (d) as necessary to comply with applicable law or professional standards.

**DATA AGGREGATION & BENCHMARKING** – Client agrees that Crowe may, in its discretion, aggregate Client content and data with content and data from other clients, other sources, or third parties (“Data Aggregations”) for purposes including, without limitation, product and service development, commercialization, industry benchmarking, or quality improvement initiatives. Prior to, and as a precondition for, disclosing Data Aggregations to other Crowe customers or prospects, Crowe will anonymize any Client data or information in a manner sufficient to prevent such other customer or prospect from identifying Client or individuals who are Client customers. All Data Aggregations will be the sole and exclusive property of Crowe.

**USE OF THIRD PARTIES IN CROWE OPERATIONS** – Crowe uses third-party providers and third-party solutions in the ordinary course of Crowe business operations. Third-party providers and solutions used in the ordinary course of Crowe business operations include without limitation email providers, cyber-security providers, data hosting centers, operating systems, tools with machine learning or artificial intelligence components (including generative artificial intelligence products or services), and other third-party products and solutions used to perform the Services or generate Work Product, or components thereof. Crowe also uses its subsidiaries (owned and controlled by Crowe) within and outside the United States for various administrative and support roles. Crowe subsidiaries and any third-party providers used



in the ordinary course of Crowe business operations will meet the confidentiality and data protection requirements in this Agreement. The limitations in this Agreement on Client's remedies will also apply to any such third-party providers and Crowe subsidiaries.

**USE OF SUBCONTRACTORS FOR SERVICE DELIVERY** – Crowe may engage third-party subcontractors in delivering Services to Client. Third-party subcontractors are not owned or controlled by Crowe (including without limitation Crowe Global member firms). If Crowe engages such a subcontractor to deliver Services to Client, Crowe will execute an agreement for the protection of Client's confidential information consistent with the provisions of this Agreement. Crowe will be solely responsible for the provision of Services (including those provided by subcontractors) and for the protection of Client's confidential information. The limitations in this Agreement on Client's remedies will also apply to any subcontractors.

**LEGAL AND REGULATORY CHANGE** – Crowe may periodically communicate to Client changes in laws, rules or regulations. However, Client has not engaged Crowe, and Crowe does not undertake an obligation, to advise Client of changes in (a) laws, rules, regulations, industry or market conditions, or (b) Client's own business practices or other circumstances (except to the extent required by professional standards). The scope of Services and the fees for Services are based on current laws and regulations. If changes in laws or regulations change Client's requirements or the scope of the Services, Crowe's fees will be modified to a mutually agreed amount to reflect the changed level of Crowe's effort.

**PUBLICATION** – Client agrees to obtain Crowe's specific permission before using any Report or Crowe work product or Crowe's firm's name in a published document, and Client agrees to submit to Crowe copies of such documents to obtain Crowe's permission before they are filed or published.

**CLIENT REFERENCE** – From time to time Crowe is requested by prospective clients to provide references for Crowe service offerings. Client agrees that Crowe may use Client's name and generally describe the nature of Crowe's engagement(s) with Client in marketing to prospects, and Crowe may also provide prospects with contact information for Client personnel familiar with Crowe's Services.

**NO PUNITIVE OR CONSEQUENTIAL DAMAGES** – Any liability of Crowe will not include any consequential, special, incidental, indirect, punitive, or exemplary damages or loss, nor any lost profits, goodwill, savings, or business opportunity, even if Crowe had reason to know of the possibility of such damages.

**LIMIT OF LIABILITY** – Except where it is judicially determined that Crowe performed its Services with recklessness or willful misconduct, Crowe's liability will not exceed fees paid by Client to Crowe for the portion of the work giving rise to liability. A claim for a return of fees paid is the exclusive remedy for any damages. This limit of liability will apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including, without limitation, to claims based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This limit of liability will also apply after this Agreement.

**INDEMNIFICATION FOR THIRD-PARTY CLAIMS** – In the event of a legal proceeding or other claim brought against Crowe by a third party, except where it is judicially determined that Crowe performed Services with recklessness or willful misconduct, Client agrees to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages and liabilities, including attorney fees and any other fees or defense costs, associated with such third-party claim, relating to or arising from any Services performed or work product provided by Crowe that Client uses or discloses to others or this engagement generally. This indemnification is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim, liability, or damages asserted, including, without limitation, to claims, liability or damages based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This indemnification will also apply after termination of this Agreement.

**NO TRANSFER OR ASSIGNMENT OF CLAIMS** – No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.

**TIME LIMIT ON CLAIMS** – In no event will any action against Crowe, arising from or relating to this Agreement or the Services provided by Crowe relating to this engagement, be brought after the earlier of 1) one (1) year after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.

**RESPONSE TO LEGAL PROCESS** – If Crowe is requested by subpoena, request for information, or through some other legal process to produce documents or testimony pertaining to Client or Crowe's Services, and Crowe is not named as a party in the applicable proceeding, then Client will reimburse Crowe for its professional time, plus out-of-pocket expenses, as well as reasonable attorney fees, Crowe incurs in responding to such request.

**MEDIATION** – If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between Client or any of Client's affiliates or principals and Crowe, and if the dispute cannot be settled through negotiation, Client and Crowe agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association, under its mediation rules for professional accounting and related services disputes, before resorting to litigation or any other dispute-resolution procedure. The results of mediation will be binding only upon agreement of each party to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Chicago, Illinois.

**JURY TRIAL WAIVER** – FOR ALL DISPUTES RELATING TO OR ARISING BETWEEN THE PARTIES, THE PARTIES AGREE TO WAIVE A TRIAL BY JURY TO FACILITATE JUDICIAL RESOLUTION AND TO SAVE TIME AND EXPENSE. EACH PARTY AGREES IT HAS HAD THE OPPORTUNITY TO HAVE ITS LEGAL COUNSEL REVIEW THIS WAIVER. THIS WAIVER IS IRREVOCABLE, MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND APPLIES TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS WRITTEN CONSENT TO A BENCH TRIAL WITHOUT A JURY. HOWEVER, AND NOTWITHSTANDING THE FOREGOING, IF ANY COURT RULES OR FINDS THIS JURY TRIAL WAIVER TO BE UNENFORCEABLE AND INEFFECTIVE IN WAIVING A JURY, THEN ANY DISPUTE RELATING TO OR ARISING FROM THIS ENGAGEMENT OR THE PARTIES' RELATIONSHIP GENERALLY WILL BE RESOLVED BY ARBITRATION AS SET FORTH IN THE PARAGRAPH BELOW REGARDING "ARBITRATION."

**ARBITRATION** – If any court rules or finds that the JURY TRIAL WAIVER section is not enforceable, then any dispute between the parties relating to or arising from this Agreement or the parties' relationship generally will be settled by binding arbitration in Chicago, Illinois (or a location agreed in writing by the parties). Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of this Section, will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). Regardless of the amount in controversy, the arbitration will be administered by JAMS, Inc. ("JAMS"), pursuant to its Streamlined Arbitration Rules & Procedures or such other rules or procedures as the parties may agree in writing. In the event of a conflict between those rules and this Agreement, this Agreement will control. The parties may alter each of these rules by written agreement. If a party has a basis for injunctive relief, this paragraph will not preclude a party seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of initiating the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by JAMS. Discovery will be permitted only as authorized by the arbitrator(s), and as a rule, the arbitrator(s) will not permit discovery except upon a showing of substantial need by a party. To the extent the arbitrator(s) permit discovery as to liability, the arbitrator(s) will also permit discovery as to

causation, reliance, and damages. The arbitrator(s) will not permit a party to take more than six depositions, and no depositions may exceed five hours. The arbitrator(s) will have no power to make an award inconsistent with this Agreement. The arbitrator(s) will rule on a summary basis where possible, including without limitation on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the initiation of arbitration, or less, and the hearing must be held on continuous business days until concluded. The hearing must be concluded within ten (10) business days absent written agreement by the parties to the contrary. The time limits in this section are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing party, and in the event of a split or partial award, the arbitrator(s) may award costs or attorney fees in an equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. Any prior agreement regarding arbitration entered by the parties is replaced and superseded by this agreement. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

**NOTIFICATION OF NON-LICENSEE OWNERSHIP (For California Engagements) – Crowe (“the Firm”)** and certain owners of the Firm are licensed by the California State Board of Accountancy. However, the Firm has owners not licensed by the California State Board of Accountancy who may provide Services under this agreement. If Client has any questions regarding licensure of the personnel performing Services under this engagement, please do not hesitate to contact Crowe.

**NON-SOLICITATION –** Each party acknowledges that it has invested substantially in recruiting, training and developing the personnel who render services with respect to the material aspects of the engagement (“Key Personnel”). The parties acknowledge that Key Personnel have knowledge of trade secrets or confidential information of their employers that may be of substantial benefit to the other party. The parties acknowledge that each business would be materially harmed if the other party was able to directly employ Key Personnel. Therefore, the parties agree that during the period of this Agreement and for one (1) year after its expiration or termination, neither party will solicit Key Personnel of the other party for employment or hire the Key Personnel of the other party without that party’s written consent unless the hiring or engaging party pays to the other party a fee equal to the hired or engaged Key Personnel’s compensation for the prior twelve-month period with the other party.

**CROWE AND EQUAL OPPORTUNITY –** Crowe abides by the principles of equal employment opportunity, including without limitation the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Crowe also abides by 29 CFR Part 471, Appendix A to Subpart A. The parties agree that the notice in this paragraph does not create any enforceable rights for any firm, organization, or individual.

**CROWE GLOBAL NETWORK –** Crowe LLP and its subsidiaries are independent members of Crowe Global, a Swiss organization. “Crowe” is the brand used by the Crowe Global network and its member firms, but it is not a worldwide partnership. Crowe Global and each of its members are separate and independent legal entities and do not obligate each other. Crowe LLP and its subsidiaries are not responsible or liable for any acts or omissions of Crowe Global or any other Crowe Global members, and Crowe LLP and its subsidiaries specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Global or any other Crowe Global member. Crowe Global does not render any professional services and does not have an ownership or partnership interest in Crowe LLP or any other member. Crowe Global and its other members are not responsible or liable for any acts or omissions of Crowe LLP and its subsidiaries and specifically disclaim any and all responsibility or liability for acts or

omissions of Crowe LLP and its subsidiaries. Visit [www.crowe.com/disclosure](http://www.crowe.com/disclosure) for more information about Crowe LLP, its subsidiaries, and Crowe Global.

**INSURANCE REQUIREMENTS** – Prior to commencement of services and during the life of this Agreement, Crowe shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence and in the annual aggregate of four million dollars (\$4,000,000) for bodily injury and property damage, including without limitation, blanket contractual liability. Crowe's general liability policies shall be primary and shall not seek contribution from the District's coverage.

**PROFESSIONAL LIABILITY INSURANCE** – Crowe shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the annual aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Crowe agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.



## Report on the Firm's System of Quality Control

To the Partners of Crowe LLP  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Crowe LLP (the "Firm") applicable to engagements not subject to Public Company Accounting Oversight Board ("PCAOB") permanent inspection in effect for the year ended March 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants ("Standards").

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The Firm is responsible for designing and complying with a system of quality control to provide the Firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the Firm's system of quality control based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under Federal Deposit Insurance Corporation Improvement Act of 1991 (FDICIA); and examinations of service organizations (SOC 1® and SOC 2® engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Crowe LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2022, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Crowe LLP has received a peer review rating of *pass*.

Cherry Bekaert LLP September 29, 2022

A handwritten signature in black ink that reads 'Cherry Bekaert LLP'. The signature is written in a cursive, flowing style.

cbh.com

A decorative horizontal bar at the bottom of the page, composed of several colored segments: green, orange, purple, red, and blue.



National Peer  
Review Committee

October 20, 2022

Mark Baer Crowe LLP  
225 W Wacker DR Ste 2600  
Chicago, IL 60606-1228

Dear Mark Baer:

It is my pleasure to notify you that on October 13, 2022, the National Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is September 30, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink that reads "Michael Wagner". The signature is fluid and cursive.

Michael Wagner  
Chair, National PRC

+1.919.402.4502

cc: Jeffrey Sabetta, Jennifer Allen

Firm Number: 900010014904

Review Number: 592839



## Solution Tree Purchase Agreement

Effective June 17, 2022, Solution Tree Inc. (“Solution Tree”), located at 555 N. Morton St., Bloomington, IN 47404, and Sacramento City Unified School District (“Customer”) located at 5735 47<sup>th</sup> Avenue, Sacramento, CA 95824 agree as follows:

- 1. Summary of Products and Services:** The Customer will purchase Solution Tree products and services (“Services”) centered around PLC at Work® (“PLC at Work®”) and project administration services (“Project Administration Services”) according to the following schedule:

<b>Products and Services: Year 1 2022-2023</b>	
School Services (\$308,000.00 per school)	\$616,000.00
Project Administration	\$61,600.00
<b>Year 1 Total</b>	<b>\$677,600.00</b>

<b>Products and Services: Year 2 2023-2024</b>	
School Services (\$299,250.00 per school)	\$598,500.00
Project Administration	\$59,850.00
<b>Year 2 Total</b>	<b>\$658,350.00</b>

<b>Products and Services: Year 3 2024-2025</b>	
School Services (\$247,250.00 per school)	\$494,500.00
Project Administration	\$49,450.00
<b>Year 3 Total</b>	<b>\$543,950.00</b>

- 2. Payment Terms:** Customer will provide Solution Tree with a purchase order made out to Solution Tree, 555 N. Morton St., Bloomington, IN 47404, for the full amount due for year 1 plus any applicable taxes upon execution of this agreement. Customer will provide Solution Tree with additional purchase orders for years 2 and 3 at least 30 days prior to the start of the upcoming year’s services. Each year upon receipt of the purchase order for the upcoming year, Solution Tree will invoice Customer for a non-refundable deposit of 20% of the total amount due, for the Project Administration Services, and for any products or services for which it customarily requires up-front payment. The total includes any travel, lodging, and incidental expenses incurred by Solution Tree. Solution Tree will invoice monthly for all subsequent work. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a finance charge as allowed by law.
- 3. Project Administration Services:** Solution Tree will match each School with a certified PLC at Work® Associate (“Coach”) who will coordinate the Services for the assigned School. Solution Tree will assign a Project Lead (“Project Lead”) to oversee the Coaches, and a Project Administrator to coordinate the internal Solution Tree team, the Project Lead, and Coaches. This Project Administration Team will monitor, assess, and report on the School Services and will provide periodic feedback to the Customer.
- 4. School Plans:** Each School will have its own Plan (“School Plan”), a sample of which is attached as Exhibit A, that will be collaboratively developed based on a thorough progress report at the beginning



of the project. The School Plan will include PLC at Work® Services, and other topics based on need (i.e. mathematics, school culture, behavior, etc.). Each customized School Plan will be built on the following core components:

- a. Onsite and/or virtual professional development for each school from certified Associates\*
- b. Book and video resources for school staff
- a. Ongoing phone and email support from the Coach and Project Manager

*\*Onsite days may be delivered virtually. Virtual days are up to 6 hours of support.*

## 5. Professional Development

**5.1. Description of Services:** Solution Tree will provide a speaker (“Associate”) to perform the professional development services described in Exhibit A.

**5.2. Presentation Materials:** Customer will reproduce any handouts and other print materials related to the services and will notify the Associate directly of any deadlines for reproduction.

**5.3. Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment, and technical support for all sessions in accordance with the technology requirements described in Exhibit C. Solution Tree may terminate this Agreement if Customer’s equipment is not up to the required standard by 30 days prior to the start of the services. If Customer’s equipment fails during the services, Customer will still be liable for the full amount.

**6. Global PD Teams Individual Licenses:** Solution Tree grants Customer a limited, non-exclusive, non-transferable license for users to access Global PD Teams via the website currently at <http://globalpd.com> for one year beginning on the date of the first Global PD Teams invoice. Customer will use Global PD Teams in compliance with the Terms of Use located at <http://globalpd.com/terms-of-use> (the “Terms of Use”), which Solution Tree reserves the right to revise from time to time. In the event of a direct conflict between this Agreement and the Terms of Use, the terms of this Agreement will take precedence.

## 7. General Terms

**7.1. Intellectual Property:** Customer acknowledges that all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement are pre-existing and that no materials will be developed specifically for Customer. All previously owned rights will be retained, and Customer may not reproduce any materials not designated reproducible without express written permission. All audio, video, and digital recording of the services by Customer is prohibited.

**7.2. Force Majeure:** If an event beyond the parties’ control makes performance impossible, illegal, or commercially impracticable (a “Force Majeure Event”), the parties will proceed as follows:

- a. If a Force Majeure Event prevents services from occurring onsite, the parties will arrange for the affected services to be delivered virtually on the scheduled dates.
- b. If a Force Majeure Event prevents services from occurring as scheduled, the parties will use best efforts to reschedule or make substitutions for affected services or products.





- c. If a Force Majeure Event prevents performance entirely, neither party will have any further liability to the other party for the prevented performance.
- d. All obligations unaffected by a Force Majeure Event will remain in place.

**7.3. Termination:** Solution Tree may terminate this Agreement if Customer does not provide a purchase order at least 30 days before the first scheduled date. If Customer seeks to cancel any services within 90 days of the scheduled date for any reason but Force Majeure and Solution Tree agrees to such cancellation, Customer will reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit.

**7.4. Entire Agreement:** This Agreement, any purchase orders issued pursuant to this Agreement, any RFP in place between the parties, any other written agreement executed by the parties for the same services included in this Agreement, and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

This Agreement is acknowledged and accepted by Customer and Solution Tree:

By: DocuSigned by:  
*Rose Ramos* \_\_\_\_\_ 01/23/2023  
CC6FE7C204D7402...  
 Rose Ramos Date  
 Chief Business Officer  
 Sacramento City Unified School District

By: DocuSigned by:  
*Shannon Ritz* \_\_\_\_\_ 1/24/2023  
AG5A6CA77B4G485...  
 Shannon R. Ritz Date  
 Vice President of Professional Development  
 Solution Tree Inc.



**Exhibit A**

**Participating Schools:** H. W. Harkness Elementary School  
Elder Creek Elementary School

**Sample School Plan Year 1 of 3**

**Service 1: PLC at Work Overview (1 day)**

**Target Date(s):** August/September 2022

**Associate(s):** TBD

**Number of Participants:** varies

**Participant Demographics:** school leadership and teacher teams

**Workshop Location:** school site

**Cost of Service:** \$7,500.00

**Description of Service:**

A PLC at Work associate will deliver a full-day PLC at Work overview session to school staff. The workshop will provide a baseline understanding of key concepts and vocabulary and build shared knowledge necessary to become a PLC at Work. Participants will understand the three big ideas of PLC at Work:

- A focus on learning
- A collaborative culture and collective responsibility
- A results orientation

And will develop a common understanding of the four critical questions of a PLC:

- What do we want our students to learn?
- How do we know if they have learned it?
- How will we respond when our students don't learn?
- How will we respond when our students do learn?

**Service 2: Needs Assessment (2 days)**

**Target Date(s):** August/September 2022

**Associate(s):** TBD

**Number of Participants:** varies

**Participant Demographics:** school leadership and teacher teams

**Workshop Location:** school site

**Cost of Service:** \$15,500.00



**Description of Service:**

The Needs Assessment will be conducted at the school site by a certified PLC at Work Associate. It is designed to provide the school with a building level review, and is comprised of onsite interviews and observations to obtain information and gather input to be used as baseline information. It is also used for the development of the customized PLC at Work implementation plan. The Needs Assessment will measure current school practices and policies against the standard of a PLC at Work. Interviews and observations will be conducted with school-based administrators and other select staff members as a part of the onsite analysis to gather information on initiatives and current practices in place.

**Service 3: PLC at Work Essential Resources**

**Cost of Service:** \$4,000.00

**Description of Service:**

In order to provide continuous learning in a sustainable fashion through resources, a professional library will be compiled for the school based on need. It will include a copy of Learning by Doing 3rd edition for all staff and other relevant titles from leading educational authors for school teams. Other topic areas include but are not limited to, mathematics, literacy, leadership, school culture, and assessment.

**Service 4: Project Planning: Part I (1 day)**

**Target Date(s):** September 2022

**Associate(s):** Project Lead/School Coach

**Number of Participants:** varies

**Participant Demographics:** school leadership team

**Workshop Location:** school site

**Cost of Service:** \$13,000.00

**Description of Service:**

This session is designed to solidify goals, benchmarks, and timelines for the project. Other coordination items for discussion may include:

- Understanding general needs of the school
- A review of the data from the Needs Assessment
- Planning for the successful implementation of PLC at Work

**Service 5: PLC at Work Leaders Implementation Training (6 days)**

**Target Date(s):** September/October, December/January, and March/April (2 days per visit, 3 visits)

**Associate(s):** TBD

**Participant Demographics:** school leadership team

**Number of Participants:** TBD

**Cost of Service:** \$60,000.00



**Description of Service:**

The school's PLC at Work Implementation Team will act as informed agents of change school-wide. The team will meet for two consecutive training days, three times during the school year, and leave each session with a new set of skills and activities—plus action steps for implementing what they have learned.

**Objectives:**

- Understand the concept and attributes of a PLC at Work
- Examine research-based best practices and standards for becoming a PLC at Work
- Experience and create sample processes and products reflective of a PLC at Work
- Acquire strategies and tools for designing, implementing, and evaluating a school's journey towards becoming a PLC at Work
- Participate actively by engaging in conversations and teamwork
- Reflect on and self-assess personal knowledge, skills, and beliefs

**Service 6: Project Planning Part II (1 day)**

**Target Date(s):** January/February 2023

**Associate(s):** Project Lead/School Coach

**Number of Participants:** varies

**Participant Demographics:** school leadership team

**Workshop Location:** school site

**Cost of Service:** \$13,000.00

**Description of Service:**

This session is designed as a midpoint check in to review progress and determine next steps. Other items for discussion may include:

- Artifacts generated by the school
- Review of progress against established goals and benchmarks
- Adjust and realign goals as needed

**Service 7: Embedded Coaching: PLC at Work and other Content Days (30 Days)**

**Target Date(s):** scheduled throughout the 2022-23 school year

**Associate(s):** TBD

**Number of Participants:** varies

**Participant Demographics:** school leadership and teacher teams

**Proposed Start Time:** 8:00am

**Proposed End Time:** 3:00pm

**Workshop Location:** school site

**Cost of Service:** \$195,000.00

**Description of Service:**

These coaching sessions are designed to develop the internal capacity for implementing and sustaining a PLC at Work, as well as begin a focus on best practices in instruction and assessment. The visits will be used to make progress toward pre-determined goals and to provide coaching where needed. The coaching days may also include sessions with the principal, monitoring of team activities, coaching for teacher teams on necessary areas of growth, and/or other meetings with individuals at the school. These sessions will be customized to support the identified challenge areas within the school and further develop teacher strength areas. Topics may include, but are not limited to:

- PLC at Work
- Creating a Collaborative Culture
- SMART goals
- Creating Essential Learning Targets
- Common Formative Assessments
- Data Analysis
- Pyramid of Interventions/Response to Intervention
- Mathematics
- Literacy
- School Culture



## Sample Pilot School Plan Year 2 of 3

### Service 1: Progress Report (1 day)

**Target Date(s):** August/September 2023

**Associate(s):** TBD

**Number of Participants:** varies

**Participant Demographics:** school leadership and teacher teams

**Workshop Location:** school site

**Cost of Service:** \$7,750.00

#### Description of Service:

The Progress Report is conducted at the school site by a certified PLC at Work Associate. It is designed to provide the school with an updated building level review and is comprised of onsite interviews and observations to obtain information and gather input to be used as a benchmark for growth. It is also used for a data review. It serves as a tool to help identify the school's strengths as well as opportunities for improvement. Leaders will receive a report that will be used to guide the work throughout the second year.

### Service 2: PLC at Work Essential Resources & Global PD

**Cost of Service:** \$4,000.00

#### Description of Service:

A continuation of Year 1 services with essential Global PD licenses included to be used between coaching visits, on demand, for continued support. The Library includes hundreds of videos that model and support the key characteristics of a high-performing PLC at Work.

### Service 3: Project Planning: Part I (1 day)

**Target Date(s):** September 2023

**Associate(s):** Project Lead/School Coach

**Number of Participants:** varies

**Participant Demographics:** school leadership team

**Workshop Location:** school site

**Cost of Service:** \$13,000.00



**Description of Service:**

This session is designed to solidify goals, benchmarks, and timelines for the project. Other coordination items for discussion may include:

- Understanding general needs of the school
- A review of the data from the Needs Assessment
- Planning for the successful implementation of PLC at Work

**Service 4: RTI at Work™ Leaders Implementation Training (6 days)**

**Target Date(s):** September/October, December/January, and March/April (2 days per visit, 3 visits)

**Associate(s):** TBD

**Participant Demographics:** school leadership team

**Number of Participants:** TBD

**Cost of Service:** \$60,000.00

**Description of Service:**

The school's PLC at Work Implementation Team will act as informed agents of change school-wide. The team will meet for two consecutive training days, three times during the school year, and leave each session with a new set of skills and activities—plus action steps for implementing what they have learned.

Objectives:

- Deepen their understanding of essential concepts and attributes of the RTI at Work process
- Examine research-based best practices and standards regarding RTI at Work
- Acquire strategies and tools for designing, implementing, and evaluating their school's response to intervention process
- Design and execute a plan of action for implementing the RTI at Work process at their school
- Apply new learning to real work
- Participate actively by engaging in conversations and teamwork
- Reflect on and self-assess personal knowledge, skills, and beliefs

**Service 5: Project Planning Part II (1 day)**

**Target Date(s):** January/February 2024

**Associate(s):** Project Lead/School Coach

**Number of Participants:** varies

**Participant Demographics:** school leadership team

**Workshop Location:** school site

**Cost of Service:** \$13,000.00

**Description of Service:**

This session is designed as a midpoint check in to review progress and determine next steps. Other items for discussion may include:

- Artifacts generated by the school
- Review of progress against established goals and benchmarks
- Adjust and realign goals as needed

**Service 6: Embedded Coaching: PLC at Work and other Content Days (31 Days)**

**Target Date(s):** scheduled throughout the 2023-24 school year

**Associate(s):** TBD

**Number of Participants:** varies

**Participant Demographics:** school leadership and teacher teams

**Proposed Start Time:** 8:00am

**Proposed End Time:** 3:00pm

**Workshop Location:** school site

**Cost of Service:** \$201,500.00

**Description of Service:** These coaching sessions are designed to develop the internal capacity for implementing and sustaining a PLC at Work, as well as begin a focus on best practices in instruction and assessment. The visits will be used to make progress toward pre-determined goals and to provide coaching where needed. The coaching days may also include sessions with the principal, monitoring of team activities, coaching for teacher teams on necessary areas of growth, and/or other meetings with individuals at the school. These sessions will be customized to support the identified challenge areas within the school and further develop teacher strength areas. Topics may include, but are not limited to:

- PLC at Work
- Creating a Collaborative Culture
- SMART goals
- Creating Essential Learning Targets
- Common Formative Assessments
- Data Analysis
- Pyramid of Interventions/Response to Intervention
- Mathematics
- Literacy
- School Culture





### Sample Pilot School Plan Year 3 of 3

#### Service 1: Progress Report (1 day)

**Target Date(s):** August/September 2024

**Associate(s):** TBD

**Number of Participants:** varies

**Participant Demographics:** school leadership and teacher teams

**Workshop Location:** school site

**Cost of Service:** \$7,750.00

#### Description of Service:

The Progress Report is conducted at the school site by a certified PLC at Work Associate. It is designed to provide the school with an updated building level review and is comprised of onsite interviews and observations to obtain information and gather input to be used as a benchmark for growth. It is also used for a data review. It serves as a tool to help identify the school's strengths as well as opportunities for improvement. Leaders will receive a report that will be used to guide the work throughout the second year.

#### Service 2: PLC at Work Essential Resources & Global PD

**Cost of Service:** \$4,000.00

#### Description of Service:

A continuation of Year 1 and 2 services with essential Global PD licenses included to be used between coaching visits, on demand, for continued support. The Library includes hundreds of videos that model and support the key characteristics of a high-performing PLC at Work.

#### Service 3: Project Planning: Part I (1 day)

**Target Date(s):** September 2024

**Associate(s):** Project Lead/School Coach

**Number of Participants:** varies

**Participant Demographics:** school leadership team

**Workshop Location:** school site

**Cost of Service:** \$13,000.00



**Description of Service:**

This session is designed to solidify goals, benchmarks, and timelines for the project. Other coordination items for discussion may include:

- Understanding general needs of the school
- A review of the data from the Needs Assessment
- Planning for the successful implementation of PLC at Work™

**Service 4: Assessment Leaders Implementation Training (6 days)**

**Target Date(s):** September/October, December/January, and March/April (2 days per visit, 3 visits)

**Associate(s):** TBD

**Participant Demographics:** school leadership team

**Number of Participants:** TBD

**Cost of Service:** \$60,000.00

**Description of Service:**

The school's PLC at Work Implementation Team will act as informed agents of change school-wide. The team will meet for two consecutive training days, three times during the school year, and leave each session with a new set of skills and activities—plus action steps for implementing what they have learned.

Objectives:

- Build capacity over a yearlong series of professional development sessions for creating and supporting effective assessment practices.
- Evaluate current assessment practices and explore the complexities of a balanced assessment architecture.
- Explore assessment practices that support quality decision-making for instructional agility in the classroom.
- Support leadership teams as they navigate transforming assessments to develop student investment in the process.

**Service 5: Embedded Coaching: PLC at Work and other Content Days (24 Days)**

**Target Date(s):** scheduled throughout the 2024-25 school year

**Associate(s):** TBD

**Number of Participants:** varies

**Participant Demographics:** school leadership and teacher teams

**Proposed Start Time:** 8:00am

**Proposed End Time:** 3:00pm

**Workshop Location:** school site

**Cost of Service:** \$156,000.00



**Description of Service:**

These coaching sessions are designed to develop the internal capacity for implementing and sustaining a PLC at Work, as well as begin a focus on best practices in instruction and assessment. The visits will be used to make progress toward pre-determined goals and to provide coaching where needed. The coaching days may also include sessions with the principal, monitoring of team activities, coaching for teacher teams on necessary areas of growth, and/or other meetings with individuals at the school. These sessions will be customized to support the identified challenge areas within the school and further develop teacher strength areas. Topics may include, but are not limited to:

- PLC at Work
- Creating a Collaborative Culture
- SMART goals
- Creating Essential Learning Targets
- Common Formative Assessments
- Data Analysis
- Pyramid of Interventions/Response to Intervention
- Mathematics
- Literacy
- School Culture

**Service 6: PLC at Work Celebration (1 day)**

**Target Date(s):** at the end of the 2024-2025 school year

**Associate(s):** TBD

**Number of Participants:** varies

**Participant Demographics:** school leadership and teacher teams

**Proposed Start Time:** 8:00am

**Proposed End Time:** 3:00pm

**Workshop Location:** school site

**Cost of Service:** \$6,500.00

**Description of Service:**

An Associate collaborates with school leadership to develop a celebration day that encapsulates the school's Professional Learning Community journey. This celebration provides the opportunity for the district and school leadership along with each collaborative team to reflect on where they started and where they are at the conclusion of the project. Each member of the school team (including students) can and should be a part of the celebration through the sharing of artifacts, testimonials, and evidence of the learning they have attained. The celebration embraces the importance of acknowledging that the process takes time and requires continuous learning by all. It allows for the school to celebrate not only together, but also with other stakeholders of the school and community in this important work.



**FACILITIES SUPPORT SERVICES**

425 1<sup>st</sup> Avenue • Sacramento, CA 95818

*Janea Marking, Chief Business and Operations Officer  
Chris Ralston, Assistant Superintendent*

**AMENDMENT NO. # 1 TO AGREEMENT  
FOR INSPECTOR OF RECORD SERVICES  
FOR NICHOLAS ELEMENTARY SCHOOL  
NEW SCHOOL CONSTRUCTION AND MODERNIZATION**

This Amendment to the Agreement for Inspector Services ("Amendment") is entered into between the Sacramento City Unified School District ("District") and California Inspection Network, Inc. (Inspector) (collectively the "Parties"):

Section I. Amendment to Agreement for Inspector Services originally entered on November 2, 2023;

- 1. **Approval of this Amendment:** This Amendment shall be subject to the approval of the District's Board of Education ("Board"). Upon approval by the Board, the effective date of this Amendment shall be April 4, 2024.

- 2. **RECITALS:**

This Amendment 1 revises Paragraph A to read as follow:

- A. DISTRICT intends to construct New Construction and Modernization, Increment 1 and Increment 2 at Nicholas Elementary School located at 6601 Steiner Drive, Sacramento, CA hereinafter the "Project"

- 3. **ARTICLE 4: COMPENSATION:**

This Amendment 1 revises Paragraph 1 of Article 4 to read as follows:

District agrees to pay INSPECTOR for services rendered and accepted by the DISTRICT at the below labor rates. Total compensation shall not exceed **Four Hundred Eighty-Seven Thousand Six Hundred Five Dollars and NO/100 (\$487,605.00)** for this Agreement. Inspector will be paid for hours worked (not a lump sum) and shall record all hours worked in a daily log which shall be submitted to the District on a weekly basis.

Labor Rates	
Inspector	\$110.00
Administration	\$75.00

**Description of funding changes to Agreement:**

Original Increment 1 Agreement amount.....	\$95,700.00
Previous amendments.....	\$0.00
Agreement amount prior to this Amendment 1.....	\$95,700.00
Amount of this Amendment 1 for Increment 2.....	\$391,905.00

**NEW AGREEMENT AMOUNT.....\$487,605.00**

**Section II All Other Provisions Reaffirmed.**

All other provisions of the Agreement for Inspector Services shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this Amendment No. #1 and any provision of the Agreement for Inspector Services, the provisions of this Amendment No. #1 shall control.

**IN WITNESS WHEREOF**, the Parties have caused this Amendment No. #1 to the Agreement for Inspector Services to be executed by their respective officers who are duly authorized, as of the Effective Date.

**ACCEPTED AND AGREED** on the date indicated below:

DATE: April 4, 2024

**Sacramento City Unified School  
District**

**California Inspection Network,  
Inc.**

\_\_\_\_\_  
Janea Marking  
Chief Business and Operations Officer

\_\_\_\_\_  
Nate Heninger  
Vice President

**CHANGE ORDER FORM**

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

**CHANGE ORDER NO.:**

1

**CHANGE ORDER****Project:**

Hiram Johnson High School Baseball/Softball/Golf Facility

**Date:** 3/8/2024**DSA File No.:** 34-H7**DSA Appl. No.:** 02-120164**Project#:** 0520-442

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

**Owner:** Sacramento City USD  
5735 47<sup>th</sup> Ave., Sacramento, CA  
95824

**Contractor:** AM Stephens  
1030 N Guild Ave., Lodi, CA 95240

**Architect:** Verde Design  
1843 Iron Point Rd. #140, Folsom,  
CA 95630

**Construction Manager:** Innovative  
Construction Services  
5433 El Camino Avenue Suite 2  
Carmichael, CA 95608

Original Contract Allowance: \$500,000.00

Reference	Description	Cost	Days Ext.
AEDs 1-18 (14 is VOID)	Reconciliation of project allowance.	(\$181,066.00)	0

Contract time will be adjusted as follows:	Original Contract Amount:	<b>\$7,464,00.00</b>
Previous Completion Date: <b>7/14/2023</b>	Amount of Previously Approved Change Order(s):	<b>\$0.00</b>
Calendar Days Extension (zero unless specified): <b>60 days</b>	Amount of This Change Order:	<b>(\$181,066.00)</b>
Current Completion Date: <b>9/14/2023</b>	Revised Contract Amount: After This Change Order	<b>\$7,282,934.00</b>

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




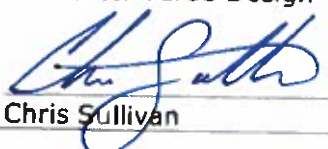

This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not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

**SACRAMENTO CITY UNIFIED  
SCHOOL DISTRICT**

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

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

**Signatures:**

District: Sacramento City USD		Contractor: AM Stephens	
 Janea Marking, Chief Business Officer Date		  Greg Stephens Date	
Architect: Verde Design		Construction Manager: ICS	
 Chris Sullivan Date		 Paul Borcharding Date	
	3/13/24		3/12/24

END OF DOCUMENT



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1b

**Meeting Date:** April 4, 2024

**Subject:** Approve Personnel Transactions

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

**Division:** Human Resources Services

**Recommendation:** Approve Personnel Transactions

**Background/Rationale:** N/A

**Financial Considerations:** N/A

**LCAP Goal(s):** Safe, Clean and Healthy Schools

**Documents Attached:**

1. Certificated Personnel Transactions Dated April 4, 2024
2. Classified Personnel Transactions Dated April 4, 2024

**Estimated Time of Presentation:** N/A

**Submitted by:** Cancy McArn, Chief Human Resources Officer

**Approved by:** Lisa Allen, Interim Superintendent



**Attachment 1: CERTIFICATED 4/4/2024**

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
<b>EMPLOY/ REEMPLOY</b>							
ALEXANDER	ELIZABETH	0	Teacher, Elementary	DAVID LUBIN ELEMENTARY SCHOOL	3/11/2024	6/30/2024	EMPLOY PROB 3/11/24
FINCH	AMY	0	Teacher, Middle School	UMOJA INTERNATIONAL ACADEMY	2/5/2024	6/30/2024	EMPLOY PROB 2/5/24
GRAY	PARIS	B	Teacher, Elementary	SUY:U ELEMENTARY	2/14/2024	6/30/2024	EMPLOY PROB 2/14/24
MYERS	LINDSAY	B	Teacher, Resource, Special Ed.	LEONARDO da VINCI ELEMENTARY	3/7/2024	6/30/2024	EMPLOY PROB 4/7/24
NALLY	PADRAIG	0	Teacher, Spec Ed	LUTHER BURBANK HIGH SCHOOL	3/4/2024	6/30/2024	EMPLOY PROB 3/4/24

<b>LEAVES</b>							
ARISTEO	ANA	A	Teacher, Elementary	PARKWAY ELEMENTARY SCHOOL	3/11/2024	5/26/2024	LOA AMEND (PD) FMLA / CFRA 3/11-5/26/24
BARRERA CISNEROS	NANCY	A	Teacher, Elementary Spec Subj	CALEB GREENWOOD ELEMENTARY	3/19/2024	6/30/2024	LOA (PD) RTN 3/19/24
COLLIER	STEPHANIE	A	Teacher, Middle School	CALIFORNIA MIDDLE SCHOOL	4/19/2024	6/7/2024	LOA (PD) FMLA / CFRA 4/19-6/7/24
GLASPER	JACKI	A	Principal, Middle School	SUCCESS ACADEMY	3/25/2024	4/26/2024	LOAD (PD) FMLA / CFRA 3/25-4/26/24
GRIMES	DANA	A	Teacher, Elementary	SUTTERVILLE ELEMENTARY SCHOOL	4/17/2024	6/30/2024	LOA RTN (PD) FMLA / CFRA 4/17/24
HOWARD	NICOLE	A	Teacher, Elementary	NICHOLAS ELEMENTARY SCHOOL	3/1/2024	3/31/2024	LOA (PD) 3/1-3/31/24
HOWELL	MICHAEL	A	Teacher, Elementary	HUBERT H BANCROFT ELEMENTARY	3/13/2024	6/30/2024	LOA (PD) ADMIN 3/13/24
LAGPACAN	ROSANNE	A	Teacher, Elementary	TAHOE ELEMENTARY SCHOOL	1/28/2024	4/21/2024	LOA (PD) FMLA / CFRA 1/28-4/21/24
MARTIN	BRITTANY	A	Teacher, Elementary (TK)	ELDER CREEK ELEMENTARY SCHOOL	3/4/2024	3/31/2024	LOA (PD) FMLA / CFRA 3/4-3/31/24
MATSUMOTO	LORENE	A	Teacher, High School	HIRAM W. JOHNSON HIGH SCHOOL	4/27/2024	6/30/2024	LOA RTN (PD) FMLA / CFRA 4/27/24
MICMAHON	KARA	A	Teacher, Elementary	OAK RIDGE ELEMENTARY SCHOOL	2/20/2024	6/30/2024	LOA (PD) FMLA / CFRA 2/20-6/30/24
MOUA	NKAOHNOU	A	Teacher, Elementary	SUSAN B. ANTHONY ELEMENTARY	3/22/2024	6/14/2024	LOA (PD) FMLA / CFRA 3/22-6/14/24
MUSCA	SEANNE	A	Teacher, High School	JOHN F. KENNEDY HIGH SCHOOL	4/8/2024	6/16/2024	LOA (PD) FMLA / CFRA 4/8-6/16/24
NEWMAN	MINDEN	A	Teacher, Middle School	CALIFORNIA MIDDLE SCHOOL	3/12/2024	6/4/2024	LOA (PD) 3/12-6/4/24
RYAN	ERIN	A	School Social Worker	STUDENT SUPPORT&HEALTH SRVCS	4/1/2024	6/21/2024	LOA EXT (PD) 4/1/24-6/21/24
SAELEE	APRIL	A	Teacher, Spec Ed	LUTHER BURBANK HIGH SCHOOL	3/19/2024	3/21/2024	LOA EXT (PD) 3/19-3/21/24
SAELEE	APRIL	A	Teacher, Spec Ed	LUTHER BURBANK HIGH SCHOOL	3/22/2024	6/30/2024	LOA RTN (PD) 3/22/24
SLYE	CHARLES	C	Teacher, Spec Ed	BRET HARTE ELEMENTARY SCHOOL	4/10/2024	5/16/2024	LOA (PD) FMLA / CFRA 4/10-5/16/24
VALLE	IRENE	A	School Nurse	HEALTH SERVICES	4/14/2024	6/13/2024	LOA (UNPD) 4/14-6/13/24
VIVAS RODRIGUEZ	SANTIAGO	A	Teacher, Resource, Special Ed.	LUTHER BURBANK HIGH SCHOOL	3/22/2024	6/30/2024	LOA RTN (PD) FMLA / CFRA 3/23/24
WAMPLER	SARAH	A	Teacher, Elementary	CAROLINE WENZEL ELEMENTARY	4/7/2024	6/16/2024	LOA (PD) FMLA / CFRA 4/7-6/16/24

<b>RE-ASSIGN/STATUS CHANGE</b>							
AULT	BRITAINIE	B	Asst Principal, Supt Pr Sch K8	ROSA PARKS MIDDLE SCHOOL	2/15/2024	6/30/2024	REASSIGN / STCHG 2/15-6/30/24
KOKAYI	NAILAH	B	Clinician Psych/ Soc Wrkr	SPECIAL EDUCATION DEPARTMENT	3/1/2024	6/30/2024	REA / STCHG 3/1/24
THOM	JILLORI	B	Dir II Car Rdins & Mstr Schedl	COUNSELING SERVICES	2/26/2024	6/30/2024	REA / STCHG 2/26/24

<b>SEPARATE / RESIGN / RETIRE</b>							
BRYAN	ANGIE	C	Teacher, Middle School	ALBERT EINSTEIN MIDDLE SCHOOL	7/1/2023	1/31/2024	SEP / RESIGN 1/31/24
CULL	LEIGH	0	Teacher, Middle School	UMOJA INTERNATIONAL ACADEMY	7/1/2023	3/1/2024	SEP / RESIGN 3/1/24
ELITHORPE	DAVID	B	Teacher, Middle School	SAM BRANNAN MIDDLE SCHOOL	2/13/2024	3/13/2024	SEP / RESIGN 3/13/24
GARCIA	THOMAS	A	Custodian	JOHN MORSE THERAPEUTIC	9/11/2023	3/11/2024	SEP / RESIGN 3/8/24
LEONARD	SHARON	A	Teacher, Elementary	SUTTERVILLE ELEMENTARY SCHOOL	1/26/2024	2/22/2024	SEP / RETIRE 2/22/24
ROOME	JOSHUA	A	Teacher, High School	ROSEMONT HIGH SCHOOL	2/1/2024	2/29/2024	SEP / 39MO RR 3/1/24



**Attachment 2: CLASSIFIED 4/4/2024**

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
<b>EMPLOY/ REEMPLOY</b>							
BRENGHAUSE	MINDY	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	3/4/2024	6/30/2024	EMPLOY PROB 3/4/24
CHEN	MEIHUI	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	3/4/2024	6/30/2024	EMPLOY PROB 3/4/24
COTE	MICHELLE	B	Inst Aid, Spec Ed	JOHN D SLOAT BASIC ELEMENTARY	3/13/2024	6/30/2024	REEMPLY PROB 3/13/24
DURAN	ARYSTINA	B	Morning Duty	EARL WARREN ELEMENTARY SCHOOL	3/13/2024	6/30/2024	EMPLOY PROB 3/13/24
ESHANZAI	MOHAMMAD	B	Teacher Assistant, Bilingual	C. K. McCLATCHY HIGH SCHOOL	3/5/2024	6/30/2024	EMPLOY PROB 3/5/24
HAMAKAWA	LEE	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	3/1/2024	6/30/2024	EMPLOY PROB 3/1/24
HELLER	JEANIE	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	3/7/2024	6/30/2024	EMPLOY PROB 3/7/24
HERRERA	MICHAEL	B	Noon Duty	WILLIAM LAND ELEMENTARY	3/7/2024	6/30/2024	EMPLOY PROB 3/7/24
HU	YEN PIN	B	Teacher Assistant, Bilingual	WILLIAM LAND ELEMENTARY	3/11/2024	6/30/2024	EMPLOY PROB 3/11/24
KANG	KIMBERLEY	B	Noon Duty	PONY EXPRESS ELEMENTARY SCHOOL	3/15/2024	6/30/2024	EMPLOY PROB 3/15/24
NOORZAD	ABDUL MUJEEB	B	Clerk II	CAPITAL CITY SCHOOL	3/13/2024	6/30/2024	EMPLOY 3/13/24 - 6/21/24
SHOREY	STACEY	B	Dir II, Human Resources Srvs	HUMAN RESOURCE SERVICES	3/13/2024	6/30/2024	EMPLOY PROB 3/13/24
TOSCANO	MARCELLUS	B	Morning Duty	MATSUYAMA ELEMENTARY SCHOOL	2/29/2024	6/30/2024	EMPLOY PROB 2/29/24
VAZQUEZ	CLAUDIA	B	Instructional Aide	PACIFIC ELEMENTARY SCHOOL	3/13/2024	6/30/2024	EMPLOY PROB 3/13/24
WILLIAMS	KEANU	B	Spec II Student Support Svcs	STUDENT SUPPORT&HEALTH SRVCS	3/11/2024	6/30/2024	EMPLOY PROB 3/11/24
YOUNG	DARIA	B	School Office Manager I	CALEB GREENWOOD ELEMENTARY	3/7/2024	6/30/2024	REEMPL PROB 3/7/24
<b>LEAVE</b>							
BATISTE	KEVIN	A	School Plant Ops Mngr I	PARKWAY ELEMENTARY SCHOOL	3/11/2024	6/30/2024	LOA (PD) 3/11-7/1/24
FOX	LINDSAY	A	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	1/15/2024	6/17/2024	LOA (PD) 1/15-6/17/24
HEYNE	RYTINA	A	Inst Aid, Spec Ed	SUY:U ELEMENTARY	3/14/2024	4/17/2024	LOA (PD) FMLA / CFRA 3/14-4/17/24
HOOD	KELLY	B	Director II, Const Services	CONSTITUENT SERVICES	3/20/2024	4/3/2024	LOA (PD) FMLA / CFRA 3/20-4/3/24
MARTIN	JANEAST	B	School Office Manager II	CAPITAL CITY SCHOOL	2/27/2024	5/25/2024	LOA (PD) FMLA / CFRA 2/27-5/25/24
NAVARRO	MELECIA	B	Coord I, Safety Interv & Resp	SAFE SCHOOLS OFFICE	7/1/2023	6/30/2024	LOA (PD) 3/4-6/14/24
ONEIL	BRYCE	A	Custodian	LUTHER BURBANK HIGH SCHOOL	3/14/2024	6/30/2024	LOA (PD) ADMIN 3/14/24
PATRICK	THUYVAN	A	Special Ed Applications Splclst	SPECIAL EDUCATION DEPARTMENT	3/20/2024	6/12/2024	LOA (PD) FMLA / CFRA 3/20-6/12/24
TORIZ DE MEDINA	MARIA	A	Office Tchncn II	LUTHER BURBANK HIGH SCHOOL	3/5/2024	3/31/2024	LOA EXT (PD) FMLA /CFRA 3/5-3/31/24
WOODROW	ALISA	A	Inst Aid, Spec Ed	JAMES W MARSHALL ELEMENTARY	4/4/2024	6/30/2024	LOA (PD) RTN 4/4/24
<b>RE-ASSIGN/STATUS CHANGE</b>							
ALVAREZ	CYNTHIA	B	Inst Aide Child Dev	EARLY LEARNING & CARE PROGRAMS	3/11/2024	6/30/2024	REA / STCHG 3/11/24
DE GOMEZ	MARTHA	A	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	3/11/2024	6/30/2024	REA / STCHG 3/11/24
FENG CHAN	MAN YING	A	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	3/1/2024	6/30/2024	REA / STCHG 3/1/24
GUILLEN	MARIA	B	School Plant Ops Mngr I	THE MET	3/18/2024	6/30/2024	REA / STCHG 3/18/24
HIRABAYASHI HUTCHINSON	KELLI	B	Lead Campus Supervisor	SAFE SCHOOLS OFFICE	3/12/2024	6/30/2024	REA / STCHG 3/12/24
LU	JIAN QIN	A	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	3/11/2024	6/30/2024	REA / STCHG 3/11/24
PENA	AMBER	B	Manager II, Risk Mgt & Emp Ben	RISK MANAGEMENT	2/15/2024	6/30/2024	REA / STCHG 2/15/24
PENA	KRISTINA	B	HR Serv, Audit & Compl Analyst	HUMAN RESOURCE SERVICES	3/7/2024	6/30/2024	REA /STCHG 3/7/24
RALSTON	CHRISTOPHER	B	Asst Supt Facil Suprt Srvs	FACILITIES SUPPORT SERVICES	3/8/2024	6/30/2024	REA / STCHG 3/8/24
RODRIGUEZ	MONICA	B	Office Tchncn III	STUDENT SUPPORT AND FAMILY SER	3/15/2024	6/30/2024	REA / STCHG 3/15/24
SAGRERO LEDEZMA	BYANCA	B	Fiscal Services Tech I	ACCOUNTING SERVICES DEPARTMENT	3/25/2024	6/30/2024	REA / STCHG 3/25/24
SANCHEZ	MARIA	B	Inst Aid, Spec Ed	CALIFORNIA MIDDLE SCHOOL	3/11/2024	6/30/2024	REA / STCHG 3/11/24
TAGACA	EDWARD	B	Office Asst-Fiscal Svcs	ACCOUNTING SERVICES DEPARTMENT	2/26/2024	6/30/2024	REA / STCHG 2/26/24
TAGACA	EDWARD	B	Office Asst-Fiscal Svcs	BUDGET SERVICES	2/26/2024	6/30/2024	REA / STCHG 2/26/24
<b>SEPARATE / RESIGN / RETIRE</b>							
BARKER	ELLINGTON	B	Noon Duty	MATSUYAMA ELEMENTARY SCHOOL	11/28/2023	3/1/2024	SEP / RESIGN 3/1/24
BUI	HIEN	A	Child Care Attendant, Chld Dev	EARLY LEARNING & CARE PROGRAMS	9/1/2023	3/1/2024	SEP / RESIGN 3/1/24
CABRALES	SABRINA	B	Food Service Assistant	NUTRITION SERVICES DEPARTMENT	2/1/2024	3/8/2024	SEP / RESIGN EFF 3/8/24
CONER	EPHRAM	B	Campus Monitor	JOHN F. KENNEDY HIGH SCHOOL	9/20/2023	3/19/2024	SEP / TERM 3/19/24
CONLEY	DANIELLE	A	Morning Duty	PARKWAY ELEMENTARY SCHOOL	9/1/2023	3/1/2024	SEP / TERM 3/1/24
CONLEY	DANIELLE	A	Noon Duty	PARKWAY ELEMENTARY SCHOOL	9/1/2023	3/1/2024	SEP / TERM 3/1/24
DONOHUE	DANIELLE	B	Certified Occup Therapy Asst	SPECIAL EDUCATION DEPARTMENT	1/8/2024	3/20/2024	SEP / RESIGN 3/20/24
FRANCO	LILIANA	B	Teacher Assistant, Bilingual	MARK TWAIN ELEMENTARY SCHOOL	7/1/2023	3/18/2024	SEP / RESIGN 3/18/24

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
HOLLOWAY	DONNIKA	A	Campus Monitor	ENGINEERING AND SCIENCES HS	9/1/2023	3/11/2024	SEP / RESIGN 3/11/24
SMITH	JENEVA	B	Attendance Tech II	HIRAM W. JOHNSON HIGH SCHOOL	2/20/2024	2/29/2024	SEP / RESIGN 2/29/24
YOUNG	JERMAINE	B	Campus Monitor	HIRAM W. JOHNSON HIGH SCHOOL	8/31/2023	2/28/2024	SEP/ TERM 2/28/24
<b>TRANSFER</b>							
FERNANDES	MICHELE	A	Inst Aid, Spec Ed	MIWOK MIDDLE SCHOOL	7/1/2023	6/30/2024	TR 7/1/23
ZHANG	JINGZHI	A	Custodian	ROSA PARKS MIDDLE SCHOOL	3/11/2024	6/30/2024	TR 3/11/24



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1c

**Meeting Date:** April 4, 2024

**Subject:** Approve West Campus Debate Tournament in Evanston, IL from April 11-14, 2024

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

**Division:** Deputy Superintendent

**Recommendation:** Approve West Campus High School Debate Tournament in Evanston, IL from April 11-14, 2024

**Background/Rationale:** On April 11, two students, the debate coach, and one chaperone will travel by commercial airline to Illinois for 3 nights to participate in the Northwestern University Debate Tournament.

**Financial Considerations:** There is no cost to the district. Expenses will be paid by the Sacramento Urban Debate League.

**LCAP Goal(s):** College preparedness, increasing communication and critical thinking skills.

**Documents Attached:**

1. Out-of-state field trip documents

**Estimated Time of Presentation:** N/A

**Submitted by:** Mary Hardin Young, Interim Deputy Superintendent  
Jerad Hyden Instructional Assistant Superintendent

**Approved by:** Lisa Allen, Interim Superintendent

Sacramento City Unified School District  
**FIELD TRIP REQUEST FORM**  
 (USE A SEPARATE FORM FOR EACH TRIP)

Parent Permission Form is required for each student. See below reference distribution section for details concerning each type of trip.

School Name West Campus Date 3/1/24  
 Teacher's Name Stephen Goldberg Room # \_\_\_\_\_ Telephone # 916-712-0782 Fax # \_\_\_\_\_  
 Field Trip Destination Northwestern University, Evanston, IL

- Walking  Local-50 mile radius  Out-of-Town (Beyond 50 mile radius)  Overnight  Out-of-State/Country  
 Involving Swimming or Wading  Unusual Activities

Route (must provide written directions our map) Fly from Sacramento airport to Chicago O'Hare Airport, shuttle from O'Hare to Holiday Inn North Evanston, shuttle to Northwestern  
 Educational nature of field trip/excursion Debate Tournament  
 Depart Date 4/11/24 Time 10:45 am Return Date 4/14/24 Time 10:33 am

TRANSPORTATION will be provided by:  Walking  School Bus - contact Transportation Field Trip Office  Train  
 Charter Bus Company (District Approved):  Yes  No (Check with Field Trip Office)  Public Transportation  
 Private Vehicle/Parent Driver/Faculty Driver - Complete Volunteer Personal Automobile Use Form for each vehicle and driver.  
 Commercial Airline  Other: National Association of Urban Debate Leagues

Number of students participating: 2 Funding Source \_\_\_\_\_ Financial Assistance Available?  Yes  No

Adult Chaperones: (All clearances must be met prior to Field Trip Approval)

(Use a separate sheet if necessary)		DRIVER						
1) <u>Serena Jones</u>	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no	<input type="checkbox"/> Driver	<input checked="" type="checkbox"/> Fingerprint	<input checked="" type="checkbox"/> Mandated Reporter Training	<input checked="" type="checkbox"/> TB			
2) _____	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> Driver	<input type="checkbox"/> Fingerprint	<input type="checkbox"/> Mandated Reporter Training	<input type="checkbox"/> TB			
3) _____	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> Driver	<input type="checkbox"/> Fingerprint	<input type="checkbox"/> Mandated Reporter Training	<input type="checkbox"/> TB			
4) _____	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> Driver	<input type="checkbox"/> Fingerprint	<input type="checkbox"/> Mandated Reporter Training	<input type="checkbox"/> TB			
5) _____	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> Driver	<input type="checkbox"/> Fingerprint	<input type="checkbox"/> Mandated Reporter Training	<input type="checkbox"/> TB			
6) _____	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> Driver	<input type="checkbox"/> Fingerprint	<input type="checkbox"/> Mandated Reporter Training	<input type="checkbox"/> TB			
7) _____	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> Driver	<input type="checkbox"/> Fingerprint	<input type="checkbox"/> Mandated Reporter Training	<input type="checkbox"/> TB			
8) _____	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> Driver	<input type="checkbox"/> Fingerprint	<input type="checkbox"/> Mandated Reporter Training	<input type="checkbox"/> TB			

Teachers and Staff Attending (Use a separate sheet if necessary)

DRIVER		DRIVER	
1) <u>Stephen Goldberg</u>	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no	2) _____	<input type="checkbox"/> yes <input type="checkbox"/> no
3) _____	<input type="checkbox"/> yes <input type="checkbox"/> no	4) _____	<input type="checkbox"/> yes <input type="checkbox"/> no
5) _____	<input type="checkbox"/> yes <input type="checkbox"/> no	6) _____	<input type="checkbox"/> yes <input type="checkbox"/> no

Principal Approval \_\_\_\_\_ Date 3/1/24  
 Segment IAS/Department Head Approval \_\_\_\_\_ Date 2/6/24  
 Risk Management Approval (if applicable) [Signature] Date 3/8/24

Distribution: Refer to the Field Trip Information Form RSK 106E for the forms and distribution required for each trip. All field trips require a completed packet. Maintain all documents at site.

- Local Trip: (walking): Submit walking trips to Principal for approval two weeks prior to trip.
- Local Trip (school bus/charter bus/RT/Amtrak): (50-mile radius) - Submit to Principal for approval two weeks prior to trip.
- Local Trip: (50-mile radius: driver) - Submit driver led trips to Principal for approval 6 weeks prior to trip.
- Out-of-Town: (beyond 50-mile radius) - Submit to Principal for approval then forward to Segment IAS/Department Head for approval 6 weeks prior to trip.
- Overnight Trip: Submit to Principal for approval then forward to Segment IAS/Department Head for approval 6 weeks prior to trip.
- Trip Involving Swimming or Wading: Submit to Principal for approval then forward to Segment IAS/Department Head for approval 6 weeks prior to trip.
- Trip Involving Unusual Activities (Water sports or high-risk activities such as rafting, snorkeling, rock climbing, skiing, etc.) Submit to Principal for approval then forward to Segment IAS/Department Head/Risk Management for approval 6 weeks prior to trip. This may require Special Event Liability Insurance.
- Out-of-State/Country: Submit to Principal for approval then forward to Segment IAS/Department Head for approval 6 weeks prior to trip. Must have Superintendent, Board of Education and Risk Management approval prior to trip. Segment IAS office will place field trip item on Board Agenda for final approval.
- Approved forms will be returned by Segment IAS/Department Head's Office. Maintain a copy of all forms at site for 2 years.
- Venue/Destination: Must comply with SCUSD COVID19 mitigation guidelines for all trips outside of district facilities.

Reviewed by Site Office Manager: [Signature]  
 (Initials)

Sacramento City Unified School District  
**OUT-OF-STATE OR OUT-OF-COUNTRY  
TRAVEL REQUEST**

School Name: West Campus \_\_\_\_\_ Date: 4/11/24 – 4/14/24

Teacher's Name: Stephen Goldberg \_\_\_\_\_ Room # \_\_\_\_\_ Telephone #: 916-712-0782

Field Trip Destination: Northwestern University,  
Evenston, IL

Reason For Travel: National Association of Urban Debate Leagues National  
Championship debate tournament

List unusual activities, water activities or high risk activities (examples: rafting, snorkeling,  
rock climbing, skiing, etc.) as a special parent waiver may be required. Submit copy of  
contract or waiver to Risk Management for review before signing. Attach a detailed  
itinerary for each day

Signed



Approvals:

Principal

Date

3 / 1 / 24

Risk Management Dept.

Date

3 / 8 / 24

Segment Administrator

Date

3 / 5 / 24

Superintendent

Date

3 / ~~1~~<sup>13</sup> / 24

Board Approval Date \_\_\_\_\_



# TRAVEL REQUEST FORM (ACC-F014)

Sacramento City Unified School District

<b>Request to Attend:</b> <input type="checkbox"/> Conference/Workshop  <input type="checkbox"/> Business Meeting	<b>Purpose for Attending:</b> <input type="checkbox"/> Professional Development  <input type="checkbox"/> Continued Education Credits Earned	<b>Instructions:</b> This form must be completed and received in Accounts Payable at least 30 days prior to the proposed trip- 60 days if out-of-state.
--	---	---

School/Department: West Campus Date: 3/11/24

Date(s) of Event: 4/11/24 - 4/14/24 Location: Northwestern University, Evanston, IL

Event Title (attach brochure): National Association of Urban Debate League Nationals

Purpose: For students to participate in debate tournament. It gives students an opportunity to build their public speaking skills and network with other student groups.

\*(What value does this activity give students, attendees, staff, department/line or community?)

How does this travel align with the District's strategic plan? It prepares students for college and career readiness.

How will this activity/event be used and shared? Students participating will share their experience with other students in the group

Name of Attendee(s) (attach sheet for additional attendees)	Position	Substitute No. of Days (Y/N)"	Required	Budget Code (or substitute)

**\*\*FEA TYPE IS NEEDED SEND A COPY OF THIS FORM TO PERSONNEL SOX 770**  Additional Attendees Attached

**Approvals:**

John McMeelch 3/1/24  
 Principal/Department Head Signature & Print Name Date

Shirley Winkler 3/11/24  
 Cabinet Level or Designee Signature Date

[Signature] 3/12/24  
 Chief Business Officer Signature Date

[Signature] 3-24-24  
 Superintendent or Designee Signature Date

District cost for all attendees (estimate)

Registration Fee: 0

Meals included?

Br L O

Lodging: \_\_\_\_\_

Transportation: \_\_\_\_\_

Meals: \_\_\_\_\_

Other: \_\_\_\_\_

TOTAL: 0

Category:  Categorical Budget No expense to district \$ \_\_\_\_\_

General Fund/Unrestricted \$ 0

"If any meals are included in the cost of registration, how many of each. Breakfast \_\_\_\_\_ Lunch \_\_\_\_\_ Dinner \_\_\_\_\_

Prepayment Requested: All checks will be sent to the site/department unless prior arrangements have been made (with AP) to pick up check

Requestion #	Dollar Amount
Registration Fee	_____
Hotel	_____
Airfare ****	_____
Car Rental ****	_____



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1d

**Meeting Date:** April 4, 2024

**Subject:** Approval of Unauthorized Vendor Payments

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

**Division:** Business Services

**Recommendation:** Approve the attached list of vendor payments

**Background/Rationale:** Business Services has established a new procedure for transparency and approval of unauthorized contracts. An unauthorized contract is a vendor providing services without an approved contract and is unable to meet district minimum requirements.

**Financial Considerations:** See attached.

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

**Documents Attached:**

1. List of unauthorized vendor payments

**Estimated Time:** N/A

**Submitted by:** Janea Marking, Chief Business and Operations Officer

**Approved by:** Lisa Allen, Interim Superintendent

Sacramento City Unified School District  
Business Services

**Unauthorized Vendor Payment Approval**

The following “Unauthorized Vendors” cannot receive an approved Purchase Order (PO) due to a lack of meeting district minimum requirements. The following list of payments due are for services performed without approval. Vendors have submitted invoices and are seeking payment for the amounts listed.

<b>Vendor ID#</b>	<b>Reason</b>	<b>Amount Due</b>
315520	Internal process for approval of work not followed	\$645,000



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1e

**Meeting Date:** April 4, 2024

**Subject:** Approve Waiver Request and Affidavit – Request for Allowance Due to Emergency Conditions

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

**Division:** Business Services

**Recommendation:** Approve the submission of the affidavit to the State Superintendent of Public Instruction.

**Background/Rationale:** In accordance with Education Code Section 41422, the district had emergency school closures for the below dates and reasons. Approval of this request will authorize use of the school closure days towards the computation of LCFF apportionments for Sacramento City Unified School District and meet audit requirements.

1. West Campus High School closure on 2/5/2024 due to a storm related power outage
2. New Technology Charter High School closure on 2/5/2024 due to a storm related power outage

**Financial Considerations:** Failure to file this waiver request would result in the district not meeting Education Code requirements and disallowance of the school closure days towards the computation of LCFF apportionments.

**LCAP Goal(s):** Family and Community Empowerment; Operational Excellence

**Documents Attached:**

1. Request for Allowance of Attendance Due to Emergency Conditions Form J-13A for West Campus High School
2. Request for Allowance of Attendance Due to Emergency Conditions Form J-13A for New Technology Charter
3. News report of school closures
4. Email communication to impacted families
5. Certification Form for Independent Study Plan

6. Board Policy 6158-Independent Study
7. 2023-24 Secondary School Calendar
8. 2023-24 New Technology Charter HS Calendar

**Estimated Time:** N/A

**Submitted by:** Janea Marking, Chief Business and Operations Officer

**Approved by:** Lisa Allen, Interim Superintendent

CALIFORNIA DEPARTMENT OF EDUCATION  
**REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS**  
 FORM J-13A, REVISED DECEMBER 2017

**SECTION A: REQUEST INFORMATION**

- This form is used to obtain approval of attendance and instructional time credit pursuant to *Education Code (EC)* sections 41422, 46200, 46391, 46392 and *California Code of Regulations (CCR)*, Title 5, Section 428.
- Only schools that report Principal Apportionment average daily attendance (ADA) for the purpose of calculating a K-12 Local Control Funding Formula (LCFF) entitlement should submit this form.
- Refer to the instructions and frequently asked questions at <https://www.cde.ca.gov/fg/aa/pa/f13a.asp> for information regarding the completion of this form.

**PART I: LOCAL EDUCATIONAL AGENCY (LEA)**

LEA NAME: Sacramento City Unified School District	COUNTY CODE: 34	DISTRICT CODE: 67439	CHARTER NUMBER (IF APPLICABLE):
LEA SUPERINTENDENT OR ADMINISTRATOR NAME: Lisa Allen	FISCAL YEAR: 2023-24		
ADDRESS: 5735 47th Avenue	CITY: Sacramento		COUNTY NAME: Sacramento
CITY: Sacramento	STATE: CA	ZIP CODE: 95824	
CONTACT NAME: Jesse M. Castillo	TITLE: Asst. Superintendent Business Serv.	PHONE: 916-643-9402	E-MAIL: jesse-m-castillo@scusd.edu

**PART II: LEA TYPE AND SCHOOL SITE INFORMATION APPLICABLE TO THIS REQUEST (Choose only one LEA type):**

<input checked="" type="checkbox"/> SCHOOL DISTRICT Choose one of the following: <input type="checkbox"/> All district school sites <input checked="" type="checkbox"/> Select district school sites	<input type="checkbox"/> COUNTY OFFICE OF EDUCATION (COE) Choose one of the following: <input type="checkbox"/> All COE school sites <input type="checkbox"/> Select COE school sites	<input type="checkbox"/> CHARTER SCHOOL
---	--	---

**PART III: CONDITION(S) APPLICABLE TO THIS REQUEST:**

<p><input checked="" type="checkbox"/> <b>SCHOOL CLOSURE:</b> When one or more schools were closed because of conditions described in EC Section 41422. LCFF apportionments should be maintained and instructional time credited in Section B for the school(s) without regard to the fact that the school(s) were closed on the dates listed, due to the nature of the emergency. Approval of this request authorizes the LEA to disregard these days in the computation of ADA (per EC Section 41422) without applicable penalty and obtain credit for instructional time for the days and the instructional minutes that would have been regularly offered on those days pursuant to EC Section 46200, et seq.</p> <p><input type="checkbox"/> There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.</p>
<p><input type="checkbox"/> <b>MATERIAL DECREASE:</b> When one or more schools were kept open but experienced a material decrease in attendance pursuant to EC Section 46392 and CCR, Title 5, Section 428. Material decrease requests that include all school sites within the school district must demonstrate that the school district as a whole experienced a material decrease in attendance. Material decrease requests for one or more but not all sites within the school district must show that each site included in the request experienced a material decrease in attendance pursuant to EC Section 46392 and CCR, Title 5, Section 428. The request for substitution of estimated days of attendance for actual days of attendance is in accordance with the provisions of EC Section 46392. Approval of this request will authorize use of the estimated days of attendance in the computation of LCFF apportionments for the described school(s) and dates in Section C during which school attendance was materially decreased due to the nature of the emergency.</p> <p><input type="checkbox"/> There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.</p>
<p><input type="checkbox"/> <b>LOST OR DESTROYED ATTENDANCE RECORDS:</b> When attendance records have been lost or destroyed as described in EC Section 46391. Requesting the use of estimated attendance in lieu of attendance that cannot be verified due to the loss or destruction of attendance records. This request is made pursuant to EC Section 46391:</p> <p><i>"Whenever any attendance records of any district have been lost or destroyed, making it impossible for an accurate report on average daily attendance for the district for any fiscal year to be rendered, which fact shall be shown to the satisfaction of the Superintendent of Public Instruction by the affidavits of the members of the governing board of the district and the county superintendent of schools, the Superintendent of Public Instruction shall estimate the average daily attendance of such district. The estimated average daily attendance shall be deemed to be the actual average daily attendance for that fiscal year for the making of apportionments to the school district from the State School Fund."</i></p>



CALIFORNIA DEPARTMENT OF EDUCATION  
**REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS**  
 FORM J-13A, REVISED DECEMBER 2017

**SECTION C: MATERIAL DECREASE**

- Not Applicable (Proceed to Section D)  
 Supplemental Page(s) Attached

**PART I: NATURE OF EMERGENCY** (Describe in detail.)

--	--

**PART II: MATERIAL DECREASE CALCULATION** (Use the supplemental Excel file at <https://www.cde.ca.gov/fg/aa/pa/13a.asp> if more than 10 lines are needed for this request. Refer to the instructions for information on completing the form including the definition of "normal" attendance.)

A	B	C	D	E	F	G*	H
School Name	School Code	"Normal" Attendance (October/May)	Dates Used for Determining "Normal" Attendance	Date of Emergency	Actual Attendance	Qualifier: 90% or Less (F/C)	Net Increase of Apportionment Days (C-F)
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
Total:					0		0.00

**PART III: MATERIAL DECREASE CALCULATION FOR CONTINUATION HIGH SCHOOLS** (Provide the attendance in hours. Use the supplemental Excel file at <https://www.cde.ca.gov/fg/aa/pa/13a.asp> if more than 5 lines are needed for this request. Refer to the instructions for information on completing the form including the definition of "normal" attendance.)

A	B	C	D	E	F	G*	H
School Name	School Code	"Normal" Attendance Hours	Date Used for Determining "Normal" Attendance	Date of Emergency	Actual Attendance Hours	Qualifier: 90% or Less (F/C)	Net Increase of Hours (C-F)
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
Total:					0.00		0.00

\*Qualifier should be 90% or less except when the governor declares a state of emergency or in the case of a Necessary Small School (NSS) site.



CALIFORNIA DEPARTMENT OF EDUCATION  
**REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS**  
FORM J-13A, REVISED DECEMBER 2017

**SECTION D: LOST OR DESTROYED ATTENDANCE RECORDS**

**PART I: PERIOD OF REQUEST** The entire period covered by the lost or destroyed records commences with \_\_\_\_\_ up to and including \_\_\_\_\_.

**PART II: CIRCUMSTANCES** (Describe below circumstances and extent of records lost or destroyed.)

**Not Applicable (Proceed to Section E)**

[Empty box for describing circumstances and extent of records lost or destroyed.]

**PART III: PROPOSAL** (Describe below the proposal to reconstruct attendance records or estimate attendance in the absence of records.)

[Empty box for describing the proposal to reconstruct attendance records or estimate attendance in the absence of records.]

CALIFORNIA DEPARTMENT OF EDUCATION  
**REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS**  
FORM J-13A, REVISED DECEMBER 2017

**SECTION E: AFFIDAVIT**

**PART I: AFFIDAVIT OF SCHOOL DISTRICT, COUNTY OFFICE OF EDUCATION, OR CHARTER SCHOOL GOVERNING BOARD MEMBERS** – All applicable sections below must be completed to process this J-13A request. We, members constituting a majority of the governing board of \_\_\_\_\_ Sacramento City Unified School District, hereby swear (or affirm) that the foregoing statements are true and are based on official records.

**Board Members Names**

**Board Members Signatures**

Lavinia Grace Phillips \_\_\_\_\_

Jasjit Singh \_\_\_\_\_

Chinua Rhodes \_\_\_\_\_

Tara Jeane \_\_\_\_\_

Christina Pritchett \_\_\_\_\_

Jamee Villa \_\_\_\_\_

Taylor Kayatta \_\_\_\_\_

Liliana Miller Segura \_\_\_\_\_

**At least a majority of the members of the governing board shall execute this affidavit.**

Subscribed and sworn (or affirmed) before me, this \_\_\_\_\_ day of \_\_\_\_\_

Witness: \_\_\_\_\_ (Name) \_\_\_\_\_ (Signature) Title: \_\_\_\_\_ of \_\_\_\_\_ County, California

**PART II: APPROVAL BY SUPERINTENDENT OF CHARTER SCHOOL AUTHORIZER** (Only applicable to charter school requests)

Superintendent (or designee): \_\_\_\_\_ (Name) \_\_\_\_\_ (Signature) Authorizing LEA Name: \_\_\_\_\_

**PART III: AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS**

The information and statements contained in the foregoing request are true and correct to the best of my knowledge and belief.

County Superintendent of Schools (or designee): \_\_\_\_\_ (Name) \_\_\_\_\_ (Signature)

Subscribed and sworn (or affirmed) before me, this \_\_\_\_\_ day of \_\_\_\_\_

Witness: \_\_\_\_\_ (Name) \_\_\_\_\_ (Signature) Title: \_\_\_\_\_ of \_\_\_\_\_ County, California

COE contact/individual responsible for completing this section:

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_



## SCHOOLS CLOSED TODAY

- ▶ Marysville Joint Unified
- ▶ Tahoe Truckee Unified
- ▶ Yuba College (Marysville)
- ▶ Sierra College
- ▶ Saint Francis High School
- ▶ Jesuit High School



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# Here are Northern California school closures on Monday after power outages and snow

Updated: 8:19 AM PST Feb 5, 2024

Infinite Scroll Enabled



**Daniel Macht** 

Digital Media Manager

Many school districts across Northern California have announced school closures on Monday morning **because of widespread power outages, the snow, or problems on the roadways.**

Here is a running list of the closures.



## Advertisement

- St. Francis High School in East Sacramento will be closed because of power and internet outages.
- Jesuit High School in Carmichael will be closed because of a power outage.
- These Lake County public schools will be closed: Lucerne Elementary School, Upper Lake Unified Schools, Cobb Elementary School, Riviera Elementary School, Hance Community School, Konocti Unified School District, Kelseyville Unified School District.
- Yuba College in Marysville will be closed.
- All schools in the Marysville Joint Unified School District will be closed because of power outages and road conditions.
- All Tahoe Truckee Unified schools will be closed because of the snow.
- Sierra College will be closed because of power outages.
- These Yuba City Unified School District schools will be closed: Bridge Street Elementary, April Lane Elementary, Albert Powell High School and Kings Avenue Elementary. Twin Rivers Charter School in Yuba City is also closed.
- These Rocklin Unified School District schools will be closed: Antelope Creek Elementary, Sierra Elementary, Spring View Middle School, Rocklin Elementary.
- Sacramento Country Day School closed today due to power outage and debris on campus
- **Two SCUSD high schools canceled classes because of power outages on Monday: West Campus and New Tech high schools.**

*Know of more schools on the list? Email us at [web@kcra.com](mailto:web@kcra.com).*

**| MORE | More than 200,000 customers lose power across Northern California**

**Jesse M. Castillo**

---

**To:** Karen Wiker; Brian Heap  
**Cc:** Meuy Saechin  
**Subject:** RE: School closure message

**From:** Brian Heap <[Brian-Heap@scusd.edu](mailto:Brian-Heap@scusd.edu)>  
**Sent:** Wednesday, February 14, 2024 1:56 PM  
**To:** Karen Wiker <[WikerK@scusd.edu](mailto:WikerK@scusd.edu)>  
**Subject:** School closure message

Hi Karen,

Below is a copy of the messages that were sent to all New Tech HS families and West Campus HS families, respectively, on Monday, February 5, 2024 via ParentSquare. Please let me know if you need a different format or anything else.

Best,

Brian

## School Canceled Due to Storm Related Power outage

Brian Heap • 9 days ago • Monday, Feb 5 at 7:46 AM • **Sacramento New Technology High School**  
Dear Sacramento New Tech Community,

All classes are canceled for Monday, February 5, 2024 due to a storm related power outage on campus.

SMUD crews are working to restore power and we fully expect school to be open with a normal schedule on Tuesday.

## School Canceled Due to Storm Related Power outage

Brian Heap • 9 days ago • Monday, Feb 5 at 7:41 AM • **West Campus High School**  
Dear West Campus Community,

All classes are canceled for Monday, February 5, 2024 due to a storm related power outage on campus.

SMUD crews are working to restore power and we fully expect school to be open with a normal schedule on Tuesday.

*Brian Heap*

**Chief Communications Officer**  
[Sacramento City Unified School District](https://www.scusd.edu)  
[Brian-Heap@scusd.edu](mailto:Brian-Heap@scusd.edu)  
**(916) 643-9145**



## Human Resource Services

# Secondary School Calendar

### 2023 - 2024 School Year

<b>FIRST SEMESTER</b>	<b>89 Teaching Days</b>
<b>FIRST DAY OF INSTRUCTION</b>	<b>Thursday, August 31, 2023</b>
Labor Day Holiday.....	Monday, September 4, 2023
Veterans' Day Holiday	Friday, November 10, 2023
Thanksgiving Holidays	Saturday, November 18, 2023 through Sunday, November 26, 2023
Winter Holidays	Saturday, December 23, 2023 through Sunday, January 7, 2024
Martin Luther King, Jr. Day Holiday	Monday, January 15, 2024
<b>FIRST SEMESTER ENDS</b>	<b>Friday, January 26, 2024</b>

<b>SECOND SEMESTER</b>	<b>91 Teaching Days</b>
<b>SCHOOLS REOPEN FOR SECOND SEMESTER</b>	<b>Monday, January 29, 2024</b>
Lincoln's Day Holiday	Monday, February 12, 2024
President's (Washington's) Day Holiday	Monday, February 19, 2024
Spring Holidays	Saturday, March 23, 2024 through Sunday, March 31, 2024
Memorial Day Holiday	Monday, May 27, 2024
Last Day of Instruction	Thursday, June 13, 2024
<b>SECOND SEMESTER ENDS</b>	<b>Thursday, June 13, 2024</b>

QUARTERS	Dates From	Dates To
Quarter 1	8/31/2023	11/03/2023
Quarter 2	11/06/2023	1/26/2024
Quarter 3	1/29/2024	4/05/2024
Quarter 4	4/08/2024	6/13/2024

Secondary Reports and Records and Finals Days		
<b>Middle School</b>	Reports and Records	4 days: November 3, 2023; January 26, 2024; April 5, 2024; and June 13, 2024 2 days: TBD by Site
<b>High School</b>	Final Examinations	4 days: January 22, 2024 through January 25, 2024 4 days: June 7, 2024 through June 12, 2024
	Reports and Records	4 days: November 3, 2023; January 26, 2024; April 5, 2024; and June 13, 2024

Non-Instructional Teacher Work Days
June 14, 2023

## Certification Form for Independent Study Plan

<b>Local Educational Agency:</b> Sacramento City Unified School District	<b>CDS Code:</b> 3467439
<b>Fiscal Year:</b> 2023-24	<b>County:</b> Sacramento

This form shall accompany Form J-13A submittals beginning with fiscal year 2022 23. Instructions on how to complete this form are provided on page 2.

### Independent Study Plan Certification

Pursuant to *Education Code (EC) Section 46393*, for Form J-13A submissions due to a school closure and/or material decrease in attendance occurring after September 1, 2021, a school district, county office of education, or charter school that provides a Form J-13A affidavit to the Superintendent, pursuant to *EC Section 41422* (school closure) or *EC Section 46392* (material decrease), shall certify that it has a plan for which independent study will be offered to students, pursuant to Article 5.5 (commencing with *EC Section 51745*) of Chapter 5 of Part 28 of Division 4. The independent study plan shall comply with all of the following:

- (1) Independent study is offered to any student impacted by any of the conditions listed in *EC Section 46392* within 10 days of the first day of a school closure or material decrease in attendance. Students who are individuals with exceptional needs shall receive the services identified in their individualized education programs pursuant to paragraph (9) of subdivision (a) of *EC Section 56345* and may participate in an independent study program.
- (2) Require reopening for in-person instruction as soon as possible unless prohibited under the direction of the local or state health officer.
- (3) Notwithstanding subdivision (c) of *EC Section 51745* or subparagraph (F) of paragraph (9) of subdivision (g) of *Section 51747*, include information regarding establishing independent study master agreements in a reasonable amount of time.

A copy of the independent study plan, and if applicable, the state or local public health or public safety order that required school closure shall accompany the Form J-13A submitted to the California Department of Education.

I hereby certify that the independent study plan accompanying this Form J-13A submission meets the requirements described above and is true and correct to the best of my knowledge and belief.

School District Superintendent, Charter School Administrator, or County Superintendent (or designee):

<b>Name:</b> Lisa Allen	<b>Title:</b> Interim Superintendent
<b>Wet Signature:</b> 	<b>Date:</b> 02/27/24





**APPROVED**

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

Agenda Item# 10.2

**Meeting Date:** April 27, 2023

**Subject:** Revision to Board Policy 6158: Independent Study

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

**Division:** Academic Office

**Recommendation:** NA

**Background/Rationale:**

Independent Study is governed by state Education Code sections 51744-51749.6. The Board voted to update Board Policy 6158 Independent Study in 2021 to bring it into alignment with the mandates in Assembly Bill (AB) 130 that changed the structure of Independent Study in California schools in response to the Covid 19 Pandemic. New legislation, AB 181, brought Independent Study back into line with pre-pandemic norms. The proposed revisions to Board Policy 6158 are necessary to bring the policy back into alignment with current Independent Study legislation. SCUSD is also seeking to fulfil the requirement that the district has a plan in place to provide Independent Study to students within 10 days of an emergency school closure. The language in the revised policy is the first step toward this plan. This is a requirement for applying for a J-13A waiver.

**Financial Considerations:**

**LCAP Goal(s):**

- Goal 2: Foundational Educational Experience with Equitable Opportunities for ALL students
- Goal 3: Integrated Supports
- Goal 5: Engagement/Empowerment
- Goal 6: Implementation of MTSS/Data-Based Decision Making
- Goal 8: Basic Services and Districtwide Operations/Supports
- Goal 9: Focus on Students with Disabilities

**Documents Attached:** NA

1. Executive Summary

2. Old Board Policy
3. Redlined Board Policy
4. New Board Policy

**Estimated Time of Presentation:** 10 min

**Submitted by:** Yvonne Wright, Chief Academic Officer

**Approved by:** Jorge A. Aguilar, Superintendent

# Board of Education Executive Summary

## Department: Academic Office

Title: Revision to Board Policy 6158-Independent Study

Date of Meeting: April 27, 2023



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

The SCSUD Governing Board authorizes independent study as an optional alternative instructional strategy for students whose needs may be met best met through study outside of the regular classroom setting. Independent Study classroom instruction is consistent with the district's course of study and aligned to State content standards. Short-Term Independent Study can last for a duration of up to 14 days cumulative and can be administered at the school site with no extra duties required. Long-Term Independent Study is anything 15 days or more cumulative and requires synchronous instruction and live interaction as well as independent work. SCUSD uses Capital City School to facilitate Long-Term Independent Study.

### II. Driving Governance:

Independent Study is governed by state Education Code sections 51744-51749.6. The Board voted to update Board Policy 6158 Independent Study in 2021 to bring it into alignment with the mandates in Assembly Bill (AB) 130 that changed the structure of Independent Study in California schools in response to the Covid 19 Pandemic. New legislation, AB 181, brought Independent Study back into line with pre-pandemic norms. The proposed revisions to Board Policy 6158 are necessary to bring the policy back into alignment with current Independent Study legislation. Added language codifies the plan we have in place to provide Independent Study to students within 10 days of an emergency school closure. The language in the revised policy is the first step toward this plan. This is a requirement for applying for a J-13A waiver.

### III. Budget:

The adoption of the proposed revisions to Board Policy 6158: Independent Study does not have any budget implications.

### IV. Goals, Objectives and Measures:

The goals of independent study are to provide students whose needs may best be met through study outside of the regular classroom setting with access to standards-based instruction that will allow them to acquire the skills and knowledge outlined in the states content standards. The effectiveness of the Independent study program is measured by student performance as measured by the CA Assessment of Student Performance and Progress (CAASPP) and indicators on the CA School Dashboard.

### V. Major Initiatives:

In the introductory section these changes were made:

- Removal of obsolete citations following the second paragraph
- Removal of obsolete language in the third paragraph
- Removal of obsolete language in the fourth paragraph
- Additional language regarding emergency closures in a new seventh paragraph

## Board of Education Executive Summary

Department: Academic Office

Title: Revision to Board Policy 6158-Independent Study

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### General Independent Study Requirements

- Removal of an obsolete first paragraph
- Removal of obsolete citations following the second paragraph
- Additional language in a new second paragraph regarding minimum instructional hours
- Additional updated language added re: tiered engagement in the seventh paragraph and following enumerations
- Removal of an obsolete paragraph eleven
- Additional language regarding students exempted from division d) tiered reengagement procedures, e) opportunities for synchronous instruction and live interaction and f) transition plan to in-person instruction of EC sections 51747

### Master Agreement

- Removal of an obsolete first paragraph
- Changes in citations following new paragraph one
- Removal of an obsolete paragraph following new paragraph one
- Removal of obsolete enumeration nine following the third paragraph
- Addition of language regarding requirements for students receiving Special Education services in enumeration ten following the third paragraph
- Removal of obsolete language from enumeration ten following the third paragraph

### Course Based Independent Study

- Removal of obsolete citations in enumerations six, eight, eleven and thirteen

### Learning Agreement for Course-Based Study

- Addition of language regarding students receiving Special Education services in enumeration twelve
- Removal of obsolete language in enumeration twelve
- Removal of an obsolete language final paragraph

### Student-Parent-Educator Conferences

- New language defining the conferencing taking place before independent study assignment

### Records

- A newly developed section with a new section heading and first paragraph

### Program Evaluation

- Removal of obsolete citations following the first paragraph

## **Board of Education Executive Summary**

**Department: Academic Office**

**Title: Revision to Board Policy 6158-Independent Study**

**Date of Meeting: April 27, 2023**



### **VI. Results:**

The results of the revisions will be an updated policy that is aligned with current Independent Study legislation and Education Code and clearer guidance for implementation of Independent Study.

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

The next steps in seeking approval for the proposed revisions to Board Policy 6158: Independent Study include the following:

- Present the policy revisions for a second reading on April 13, 2023
- Seek Board approval of the proposed revisions on May 4, 2023
- Update the administrative regulations for the policy to provide alignment and further guidance on policy implementation

**Policy 6158: Independent Study**

**Status:** ADOPTED

**Original Adopted Date:** 11/16/1998 | **Last Revised Date:** 08/19/2021 | **Last Reviewed Date:** 08/19/2021

Sacramento City USD  
Board Policy  
Independent Study

BP 6158  
Instruction

The Governing Board authorizes independent study as an optional alternative instructional strategy for students whose needs may be met best through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part- or full-time classroom study.

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, and an online course.

*(cf. 0420.4 - Charter School Authorization)*  
*(cf. 6181 - Alternative Schools/Programs of Choice)*

A student's participation in independent study shall be voluntary. (Education Code 51747, 51749.5)

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

The minimum period of time for any independent study option shall be three consecutive school days.

**General Independent Study Requirements**

For the 2021-22 school year, the district shall offer independent study, as specified in Education Code 51745, to meet the educational needs of students unless the district has obtained a waiver. (Education Code 51745)

For the 2022-23 school year and thereafter, the Superintendent or designee may continue to offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than the student would in the regular classroom setting.

*(cf. 5147 - Dropout Prevention)*  
*(cf. 6011 - Academic Standards)*  
*(cf. 6143 - Courses of Study)*  
*(cf. 6146.1 - High School Graduation Requirements)*  
*(cf. 6146.11 - Alternative Credits Toward Graduation)*  
*(cf. 6172 - Gifted and Talented Student Program)*  
*(cf. 6200 - Adult Education)*

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than one week after assigned for all grade levels and types of program. However, when necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060
2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments
3. Learning required concepts, as determined by the supervising teacher
4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. (Education Code 51747)

The Superintendent or designee shall ensure that students participating in independent study for 15 school days or more receive the following throughout the school year: (Education Code 51747)

1. For students in grades transitional kindergarten and K-3, opportunities for daily synchronous instruction
2. For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction
3. For students in grades 9-12, opportunities for at least weekly synchronous instruction

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students who are not generating attendance for more than three school days or 60 percent of the instructional days in a school week, or who are in violation of their written agreement. This requirement only applies to students participating in an independent study program for 15 school days or more. The procedures shall include, but are not necessarily limited to, all of the following: (Education Code 51747)

1. Verification of current contact information for each enrolled student
2. Notification to parents/guardians of lack of participation within one school day of the absence or lack of participation
3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary
4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being

The Superintendent or designee shall develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case later, than five instructional days. This requirement only applies to students participating in an independent study program for 15 school days or more. (Education Code 51747)

The Superintendent or designee shall ensure that a written master agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

The district shall provide written notice to the parents/guardians of all enrolled students of the option to enroll their child in in-person instruction or independent study during the 2021-22 school year. This notice shall be posted on the district's web site, and shall include, at a minimum, information about the right to request a student-parent-

educator conference before enrollment, student rights regarding procedures for enrolling, disenrolling, and reenrolling in independent study, and the instructional time, including synchronous and asynchronous learning, that a student will have access to as part of independent study. (Education Code 51747)

Upon the request of the parent/guardian of a student, before making a decision about enrolling or disenrolling in independent study and entering into a written agreement to do so, the district shall conduct a telephone, video conference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, or their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

### **Master Agreement**

For the 2021-22 school year only, the district shall obtain a signed written agreement for independent study no later than 30 days after the first day of instruction.

A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but are not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The frequency, time, place and manner for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress
2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year
6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
8. A statement that independent study is an optional educational alternative in which no student may be required to participate
9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

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

10. Before the commencement of independent study, the agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is under age 18 years, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing



assistance to the student.

However, for the 2021-22 school year, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/ guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil, no later than 30 days after the first day of instruction.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

### **Course-Based Independent Study**

The district's course-based independent study program for students in grades K-12 shall be subject to the following requirements: (Education Code 51749.5)

1. A signed learning agreement shall be completed and on file for each participating student pursuant to Education Code 51749.6
2. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction.

*(cf. 4112.2 - Certification)*

3. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality and to provide intellectual challenge that is substantially equivalent to in-person, classroom-based instruction, and shall be aligned to all relevant local and state content standards. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. The certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses. The certification shall also include plans to provide opportunities for students in grades transitional kindergarten, kindergarten, and grades 1-3 to receive daily synchronous instruction, for students in grades 4-8, to receive both daily live interaction and at least weekly synchronous instruction, and for students in grades 9-12 to receive at least weekly synchronous instruction.

4. Students enrolled in independent study courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, 46300.4, 47612, and 47612.1, and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 47612, 48204, and 51747.3.

5. For each student participating in an independent study course, satisfactory educational progress shall be determined based on the student's achievement and engagement in the independent study program, as indicated by their performance on applicable student-level measures of student achievement and student engagement set forth in Education Code 52060, completion of assignments, assessments, or other

indicators that evidence that the student is working on assignments, learning of required concepts, as determined by the supervising teacher, and progress toward successful completion of the course of study or individual course, as determined by the supervising teacher.

If satisfactory educational progress in an independent study class is not being made, the teacher shall notify the student and, if the student is under age 18 years, the student's parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether the student should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

Procedures for tiered reengagement strategies shall be used for all students who are not making satisfactory

educational progress in one or more courses or who are in violation of the written learning agreement, as described in the section "Learning Agreement for Course-Based Independent Study" below. These procedures shall include, but are not necessarily limited to, the verification of current contact information for each enrolled student, notification to parents/guardians of lack of participation within one school day of the absence or lack of participation, a plan for outreach from the school to determine student needs, including connection with health and social services as necessary, and a clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being.

*(cf. 5125 - Student Records)*

6. Examinations shall be administered by a proctor.
7. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.

*(cf. 6162.51 - State Academic Achievement Tests)*

8. A student shall not be required to enroll in courses included in the course-based independent study program.
9. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.
10. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.

*(cf. 6111 - School Calendar)*

*(cf. 6112 - School Day)*

11. Courses required for high school graduation or for admission to the University of California or California State University shall not be offered exclusively through independent study.
12. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.

*(cf. 3260 - Fees and Charges)*

13. A student shall not be prohibited from participating in independent study solely on the basis that the student does not have the materials, equipment, or access to Internet connectivity necessary to participate in the course.
14. A student with disabilities, as defined in Education Code 56026, shall not participate in course-based independent study, unless the student's individualized education program specifically provides for that participation.
15. A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through course-based independent study.
16. The district shall maintain a plan to transition any student whose family wishes to return to in-person instruction from course-based independent study expeditiously, and, in no case, later than five instructional days.

#### **Learning Agreement for Course-Based Independent Study**

Before enrolling a student in a course within this program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, the student's parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. A summary of the district's policies and procedures related to course-based independent study pursuant to Education Code 51749.5
2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item #2 above

3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years
4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program
5. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
6. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
7. A statement that enrollment is an optional educational alternative in which no student may be required to participate. In the case of a student who is suspended or expelled, or who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through course-based independent study only if the student is offered the alternative of classroom instruction.
8. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding a student's academic progress.
9. The objectives and methods of study for the student's work, and the methods used to evaluate that work.
10. A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in course-based independent study.
11. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the learning agreement, to be earned by the student upon completion.
12. Before the commencement of an independent study course, the learning agreement shall be signed and dated by the student, the student's parent/guardian or caregiver, if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the student. For purposes of this paragraph "caregiver" means a person who has met the requirements of Family Code 6550-6552.

However, for the 2021-22 school year only, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the pupil no later than 30 days after the first day of instruction.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the CDE. (Education Code 51749.6)

The student's or parent/guardian's signature shall constitute permission for the student to receive instruction through independent study. (Education Code 51749.6)

The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)

#### **Student-Parent-Educator Conferences**

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement

strategy and/or if requested by a parent/guardian prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

### **Records for Audit Purposes**

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher
4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons
5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)
6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which independent study is provided. A student who does not participate in independent study on a school day shall be documented as nonparticipatory for that school day. (Education Code 51747.5)

The Superintendent or designee also shall maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

*(cf. 3580 - District Records)*

The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. (Education Code 51747)

### **Program Evaluation**

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

*(cf. 0500 - Accountability)*

*(cf. 5121 - Grades/Evaluation of Student Achievement)*

*(cf. 6162.5 - Student Assessment)*

Legal Reference:

EDUCATION CODE

17289 Exemption for building

41020 Audit guidelines

41976.2 Independent study programs; adult education funding

42238 Revenue limits

42238.05 Local control funding formula; average daily attendance  
44865 Qualifications for home teachers and teachers in special classes and schools; consent to assignment  
46200-46208 Instructional day and year  
46300-46307.1 Methods of computing average daily attendance  
46390-46393 Emergency average daily attendance  
46600 Interdistrict attendance computation  
47612-47612.1 Charter school operation  
47612.5 Independent study in charter schools  
48204 Residency  
48206.3 Home or hospital instruction; students with temporary disabilities  
48220 Classes of children exempted  
48340 Improvement of pupil attendance  
48915 Expulsion; particular circumstances  
48916.1 Educational program requirements for expelled students  
48917 Suspension of expulsion order  
49011 Student fees  
51225.3 Requirements for high school graduation  
51745-51749.6 Independent study programs  
52060 Local control and accountability plan  
52522 Adult education alternative instructional delivery  
52523 Adult education as supplement to high school curriculum; criteria  
56026 Individual with exceptional needs  
58500-58512 Alternative schools and programs of choice

**FAMILY CODE**

6550 Authorization affidavits

**CODE OF REGULATIONS, TITLE 5**

11700-11703 Independent study

**UNITED STATES CODE, TITLE 20**

6301 Highly qualified teachers

6311 State plans

**COURT DECISIONS**

*Modesto City Schools v. Education Audits Appeal Panel*, (2004) 123 Cal.App.4th 1365

**Management Resources:**

Elements of Exemplary Independent Study

California Digital Learning Integration and Standards Guidance, April 2021

**EDUCATION AUDIT APPEALS PANEL PUBLICATIONS**

Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting

**WEB SITES**

California Consortium for Independent Study: <http://www.ccis.org>

California Department of Education, Independent Study: <http://www.cde.ca.gov/sp/eo/is>

Education Audit Appeals Panel: <http://www.eaap.ca.gov>

Policy SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

adopted: November 16, 1998 Sacramento, California

revised: April 15, 2002

revised: August 19, 2021

**Policy 6158: Independent Study**

Status: ADOPTED

Original Adopted Date: 03/01/2005 | Last Revised Date: 12/01/2021 | Last Reviewed Date: 12/01/2021

Sacramento City USD  
Board Policy  
Independent Study

BP 6158  
Instruction

The Governing Board authorizes independent study as an optional alternative instructional strategy for students whose needs may be ~~met best~~ met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered on a full-time ~~basis or on a~~ part-time basis ~~and~~ in conjunction with part- or full-time classroom study.

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, and an online course.

*(cf. 0420.4 – Charter School Authorization)*  
*(cf. 6181 – Alternative Schools/Programs of Choice)*

~~A student's~~ ~~Except for students who, during the 2021-2022 school year, cannot participate in classroom-based instruction due to quarantine or school closure for exposure to or infection with COVID-19,~~ ~~student's~~ Participation in independent study shall be voluntary. (Education Code 51747, 51749.5, 51749.6)

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

~~With the exception of students who, during the 2021-2022 school year, cannot participate in classroom-based instruction due to a quarantine or school closure for exposure to or infection with COVID-19, The~~ minimum period of time for any independent study option shall be three consecutive school days. (Education Code 51747)

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~~Education Code section 51745(c) states that a student with an IEP may participate in independent study if the student's IEP specifically provides for that participation.~~

Commented [1]: @sadie-hedegard@scusd.edu This placement seems to make the most sense to me.  
Commented [2R1]: Looks good to me. Thank you!

~~In accordance with Education Code 26393 in the event of an emergency school closure, Independent Study will be offered to students within 10 days of the first day of a school closure.~~

**General Independent Study Requirements**

~~For the 2021-22 school year, the district shall offer independent study, as specified in Education Code 51746, to meet the educational needs of students unless the district has obtained a waiver. (Education Code 51746)~~

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For the 2022-23 school year and thereafter, the Superintendent or designee may ~~continue to~~ offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than the student would in the regular classroom setting.

~~(cf. 5147 - Dropout Prevention)~~

~~(cf. 6011 - Academic Standards)~~

~~(cf. 6143 - Courses of Study)~~

~~(cf. 6146.1 - High School Graduation Requirements)~~

~~(cf. 6146.11 - Alternative Credits Toward Graduation)~~

~~(cf. 6172 - Gifted and Talented Student Program)~~

~~(cf. 6200 - Adult Education)~~

The minimum instructional minutes for students participating in independent study shall be the same as required for their peers at the school who are receiving in-person instruction, except as otherwise permitted by law. (Education Code 46100)

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than one week after assigned for all grade levels and types of program. ~~However,~~ When necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due. ~~up to. However, in no event shall the due date of an assignment be extended beyond~~ the termination date of the agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

1.

~~1. —~~ The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060

2.

~~2. —~~ The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments

3.

~~3. —~~ Learning of required concepts, as determined by the supervising teacher

4.

~~4. —~~ Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. (Education Code 51747)

The Superintendent or designee shall ensure that students participating in independent study for 15 school days or more receive the following while engaging in independent study throughout the school year: (Education Code 51747)

1. ~~1.~~ For students in grades transitional kindergarten, kindergarten, and K-grades 1 to 3, opportunities for daily synchronous instruction
2. ~~2.~~ For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction
3. ~~3.~~ For students in grades 9-12, opportunities for at least weekly synchronous instruction

The Superintendent or designee shall ensure that procedures for the tiered reengagement strategies below are used for all students who participating in an independent study program for 15 school days or more who: (Education Code 51747)

1. ~~1.~~ Are not generating attendance for more than three school days or 50 percent of the instructional days in a school week, or who 10 percent of required minimum instructional time over four continuous weeks of the district's approved instructional calendar.
2. ~~2.~~ Are found to be not participatory pursuant to Section 51747.5 for more than the greater of three school days or 60 percent of the scheduled days of synchronous instruction in a school month as applicable by grade span.
3. ~~3.~~ Are in violation of their written agreement. ~~This requirement only applies to students participating in an~~

Tiered reengagement strategies procedures used in district independent study ~~program for 15 school days or more.~~ The procedures programs shall include, but are not necessarily limited to, all of the following: (Education Code 51747)

1. ~~1.~~
  1. ~~1.~~ Verification of current contact information for each enrolled student
  2. ~~2.~~ Notification to parents/guardians of lack of participation within one school day of the absence recording of a non-attendance day or lack of participation
  3. ~~3.~~ A plan for outreach from the school to determine student needs, including connection with health and social services as necessary
  4. ~~4.~~ A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being

For students participating in independent study for 15 days or more, ~~The Superintendent or designee shall develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case later than five instructional days. This requirement only applies to students participating in an independent study program for 15 school days or more.~~ (Education Code 51747)

The Superintendent or designee shall ensure that a written master agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

~~The district shall provide written notice to the parents/guardians of all enrolled students of the option to enroll their child in in-person instruction or independent study during the 2021-22 school year. This notice shall be posted on the district's web site, and shall include, at a minimum, information about the~~

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~~right to request a student-parent-educator conference before enrollment, student rights regarding procedures for enrolling, disenrolling, and reenrolling in independent study, and the instructional time, including synchronous and asynchronous learning, that a student will have access to as part of independent study. (Education Code 51747)~~

Upon the request of the parent/guardian of a student, ~~and before making a decision about enrolling or disenrolling in independent study and entering into~~ signing a written agreement to do so as described below in the section "Master Agreement," the district shall conduct a telephone, ~~video conference~~ videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, ~~and, if requested,~~ their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

~~Students are exempted from subdivision d) tiered reengagement procedures, e) opportunities for synchronous instruction and live interaction and f) transition plan to in-person instruction of EC sections 51747 if the following conditions are met:~~

- ~~1. The student participates in independent study for fewer than 15 cumulative school days in a school year, or~~
- ~~2. The student is enrolled in a comprehensive school for classroom-based instruction and under the care of appropriately licensed professionals, participating in independent study due to necessary medical treatments or inpatient treatment for mental health care or substance abuse.~~

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#### Master Agreement

~~For the 2021-22 school year only, the district shall obtain a signed written agreement for independent study no later than 30 days after the first day of instruction.~~

A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. ~~(Education Code 46300, 51747; 5 CCR 11703)~~ (Education Code 46300, 51747; 5 CCR 11703)

~~However, for the 2021-22 school year only, the district shall obtain a signed written agreement from each student participating in an independent study program for any length of time, no later than 30 days after the first day of instruction in the independent study program.~~

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The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but are not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1.
  - ~~1.~~ The frequency, time, place and manner for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress
  2. The objectives and methods of study for the student's work and the methods used to evaluate that work
  3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
4. ~~4.~~ A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number

of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study

5. ~~5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year~~
  6. ~~6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion~~
  7. ~~7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.~~
8. ~~8. A statement that independent study is an optional educational alternative in which no student may be required to participate~~

~~9. For the 2021-22 school year, this statement shall not be required for a student's participation in independent study if the student is unable to attend in-person instruction because of a quarantine or school closure mandated by a local or state health order or guidance due to the student's exposure to or infection with COVID-19.~~

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- 8.9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

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

~~10. Before the commencement of independent study, the agreement shall be signed and dated by the student, the student's parent or guardian or caregiver (if the student is under age 18 years), the certificated employee designated as having responsibility for the general supervision of the independent study program, and the certificated employee designated as having responsibility for the special education programming of the student, as applicable, and all persons who have direct responsibility for providing assistance to the student. In addition, a student with an active IEP will require the review and signature of a certificated or licensed member of their Special Education Individual Education Plan (IEP) support team, on the written agreement.~~

Commented [3]: @sadie-hedegard@scusd.edu Could you please look at this entry and approve the language?  
Jay

~~Parents should be reminded of their consent rights pursuant to 34 CFR section 300.300, including the right to refuse consent to placement related services or the entire IEP.~~

~~However, for the 2021-22 school year, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil/student, no later than 30 days after the first day of instruction.~~

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~~in the independent study program or October 15, whichever date comes later.~~

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Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

### Course-Based Independent Study

The district's course-based independent study program for students in grades TK-12 shall be subject to the following requirements: (Education Code 51749.5)

1.

1.——A signed learning agreement shall be completed and on file for each participating student, pursuant to Education Code 51749.6

2.

2.——Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction.

3.

*(cf. 4112.2—Certification)*

3.——Courses shall be annually certified by Board resolution to be of the same rigor and educational quality and to provide intellectual challenge that is substantially equivalent to in-person, classroom-based instruction, and shall be aligned to all relevant local and state content standards. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. The certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses. The certification shall also include plans to provide opportunities throughout the school year, for students in grades transitional kindergarten, kindergarten, and grades 1-3 to receive daily synchronous instruction, for students in grades 4-8, to receive both daily live interaction and at least weekly synchronous instruction, and for students in grades 9-12 to receive at least weekly synchronous instruction.

4.

4.——Students enrolled in independent study courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, 46300.4, 47612, and 47612.1, and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 47612, 48204, and 51747.3.

5.

5.——For each student participating in an independent study course, satisfactory educational progress shall be determined based on the student's achievement and engagement in the independent study program, as indicated by their performance on applicable student-level measures of student achievement and student engagement set forth in Education Code 52060, completion of assignments, assessments, or other indicators that evidence that the student is working on assignments, learning of required concepts, as determined by the supervising teacher, and progress toward successful completion of the course of study or individual course, as determined by the supervising teacher.

If satisfactory educational progress in an independent study class is not being made, the teacher shall notify the student and, if the student is under age 18 years, the student's parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether the student should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation

findings shall be a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

Procedures for tiered reengagement strategies (~~as listed above in section XX?~~) shall be used for all students who are not making satisfactory educational progress in one or more courses or who are in violation of the written learning agreement, as described in the section "Learning Agreement for Course-Based Independent Study" below. These procedures shall include, but are not necessarily limited to, the verification of current contact information for each enrolled student, notification to parents/guardians of lack of participation within one school day of the absence or lack of participation, a plan for outreach from the school to determine student needs, including connection with health and social services as necessary, and a clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being.

6.

~~(cf. 5125—Student-Records)~~

~~6.——~~ Examinations shall be administered by a proctor.

7.

~~7.——~~ Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.

8.

~~(cf. 6162.51—State Academic Achievement Tests)~~

~~8.——~~ A student shall not be required to enroll in courses included in the course-based independent study program.

9.

~~9.——~~ The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.

10.

~~10.——~~ For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.

11.

~~(cf. 6111—School Calendar)~~  
~~(cf. 6112—School Day)~~

~~11.——~~ Courses required for high school graduation or for admission to the University of California or California State University shall not be offered exclusively through independent study.

12.

~~12.——~~ A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.

13.

~~(cf. 3260—Fees and Charges)~~

~~13.——~~ A student shall not be prohibited from participating in independent study solely on the basis that the student does not have the materials, equipment, or access to Internet connectivity necessary to participate in the course.

14. 14.——A student with disabilities, as defined in Education Code 56026, shall not participate in course-based independent study, unless the student's individualized education program specifically provides for that participation.
15. 15.——A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through course-based independent study.
16. 16.——The district shall maintain a plan to transition any student whose family wishes to return to in-person instruction from course-based independent study expeditiously, and, in no case, later than five instructional days.

#### **Learning Agreement for Course-Based Independent Study**

Before enrolling a student in a course within this program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, the student's parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. 1.——A summary of the district's policies and procedures related to course-based independent study pursuant to Education Code 51749.5
2. 2.——The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item #2 above
3. ~~3.——3 of the Course-Based Independent Study section above~~
- 2.3. 2.3.——The duration of the learning agreement, which shall not exceed a school year or span multiple school years
- 3.4. 3.4.——The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program
- 4.5. 4.5.——The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
- 5.6. 5.6.——A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
- 6.7. 6.7.——A statement that enrollment is an optional educational alternative in which no student may be required to participate. In the case of a student who is suspended or expelled, or who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through course-based independent study only if the student is offered the alternative of classroom instruction.

7-8.

8. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding a student's academic progress.

8.9.

9. The objectives and methods of study for the student's work, and the methods used to evaluate that work.

9-10.

10. A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in course-based independent study.

11.

11. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the learning agreement, to be earned by the student upon completion.

12.

12. For 2022-23 school year and thereafter, before the commencement of an independent study course, the learning agreement shall be signed and dated by the student, and by the student's parent or guardian or caregiver, (if the student is less than 18 years of age); the certificated employee who has been designated as having responsibility for the general supervision of the independent study program, and the certificated employee designated as having responsibility for the special education programming of the student, as applicable course, and all persons who have direct responsibility for providing assistance to the student. For purposes of this paragraph "caregiver" means a person who has met the requirements of Family Code 6650-6652. In addition, a student with an active IEP will require the review and signature of a certificated or licensed member of their Special Education Individual Education Plan (IEP) team on the written agreement.

Parents should be reminded of their consent rights pursuant to 34 CFR section 300.300, including the right to refuse consent to placement related services or the entire IEP.

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~~However, For the 2021-22 school year only, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the pupil no later than 30 days after the first day of instruction.~~

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Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the CDE. (Education Code 51749.6)

The student's or

A signed learning agreement from a parent/guardian's signature guardian of a student who is less than 18 years of age shall constitute the parent/guardian's permission for the student to receive instruction through course-based independent study. (Education Code 51749.6)

The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)

**Student-Parent-Educator Conferences**

Upon the request of a student's parent/guardian, and before signing a written agreement as described above, the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference, or other meeting during which the student, parent/guardian, or their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51749.6)

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or, if requested by a parent/guardian, prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

#### Records ~~for Audit Purposes~~

The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)~~The Superintendent or designee shall ensure that records are maintained for audit purposes.~~

These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1.  
~~1.~~ A copy of the Board policy, administrative regulation, and other procedures related to independent study
2.  
~~2.~~ A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
3.  
~~3.~~ A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher
4.  
~~4.~~ As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons
5.  
~~5.~~ Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)
6.  
~~6.~~ Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study ~~is provided program~~. A student who does not participate in independent study on a school day scheduled live interaction or synchronous instruction shall be documented as non-participatory for that school day. (Education Code 51747.5)

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Assigned to Karen Wiker

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Commented [6R4]: Re-opened  
I believe this should be 51749.5 - only section in the Ind study Ed Code section record retention mentioned

The Superintendent or designee ~~also~~ shall ~~also~~ maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

*(cf. 3580—District Records)*

The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. (Education Code 51747)

### **Program Evaluation**

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

*(cf. 0500—Accountability)*

*(cf. 5121—Grades/Evaluation of Student Achievement)*

*(cf. 6162.5—Student Assessment)*

Legal Reference:

EDUCATION CODE

17289 Exemption for building

41020 Audit guidelines

41976.2 Independent study programs; adult education funding

42238 Revenue limits

42238.05 Legal control funding formula; average daily attendance

44865 Qualifications for home teachers and teachers in special classes and schools; consent to assignment

46200-46208 Instructional day and year

46390-46397.1 Methods of computing average daily attendance

46390-46393 Emergency average daily attendance

46690 Interdistrict attendance computation

47612-47612.1 Charter school operation

47612.5 Independent study in charter schools

48204 Residency

48206.3 Home or hospital instruction; students with temporary disabilities

48220 Classes of children exempted

48340 Improvement of pupil attendance

48915 Expulsion; particular circumstances

48916.1 Educational program requirements for expelled students

48917 Suspension of expulsion order

49011 Student fees

51225.3 Requirements for high school graduation

51745-51749.6 Independent study programs

52060 Local control and accountability plan

52622 Adult education alternative instructional delivery

52623 Adult education as supplement to high school curriculum; criteria 56026 Individual with exceptional needs

58600-58612 Alternative schools and programs of choice

FAMILY CODE

6550 Authorization affidavits

CODE OF REGULATIONS, TITLE 5

11700-11703 Independent study

UNITED STATES CODE, TITLE 20

6301 Highly qualified teachers

6311 State plans

COURT DECISIONS



[Modesto City Schools v. Education Audits Appeal Panel, \(2004\) 123 Cal.App.4th 1366](#)

**Management Resources:**

[Elements of Exemplary Independent Study](#)

[California Digital Learning Integration and Standards Guidance, April 2021](#)

[EDUCATION AUDIT APPEALS PANEL PUBLICATIONS](#)

[Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting](#)

**WEB SITES**

California Consortium for Independent Study: <http://www.ccis.org>

California Department of Education, Independent Study: <http://www.cde.ca.gov/sp/eofis>

Education Audit Appeals Panel: <http://www.eaap.ca.gov>

**Policy SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

~~adopted: November 16, 1998 Sacramento, California~~

~~revised: April 15, 2002~~

~~revised: August 19, 2024~~

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**Policy Reference Disclaimer:**

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<b>State</b>	<b>Description</b>
5 CCR 11700-11705	Independent study
Ed. Code 17289	Exemption for facilities
Ed. Code 41020	Requirement for annual audit
Ed. Code 41422	Apportionment credit for student inability to attend in-person or school closure due to COVID-19
Ed. Code 41976.2	Independent study programs; adult education funding
Ed. Code 42238	Revenue limits
Ed. Code 42238.05	Local control funding formula; average daily attendance
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Ed. Code 46100	Length of school day
Ed. Code 46200-46208	Incentives for longer instructional day and year
Ed. Code 46300-46307.1	Methods of computing average daily attendance
Ed. Code 46390-46393	Emergency average daily attendance
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Ed. Code 47612.5	Charter schools operations, general requirements
Ed. Code 48204	Residency requirements for school attendance
Ed. Code 48206.3	Home or hospital instruction; students with temporary disabilities
Ed. Code 48220	Classes of children exempted

Ed. Code 48340	Improvement of pupil attendance
Ed. Code 48915	Expulsion; particular circumstances
Ed. Code 48916.1	Educational program requirements for expelled students
Ed. Code 48917	Suspension of expulsion order
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Ed. Code 52523	Adult education as supplement to high school curriculum; criteria
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Ed. Code 58500-58512	Alternative schools and programs of choice
Fam. Code 6550-6552	Caregivers
<b>Federal</b>	<b>Description</b>
20 USC 6301	Highly qualified teachers
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<b>Management Resources</b>	<b>Description</b>
California Department of Education Publication	Legal Requirements for Independent Study, 2021
California Department of Education Publication	Conducting Individualized Determinations of Need, 2021
California Department of Education Publication	Clarifications for Student Learning in Quarantine, 2021
California Department of Education Publication	2021-22 AA & IT Independent Study FAQs, 2021
California Department of Education Publication	California Digital Learning Integration and Standards Guidance, April 2021
California Department of Education Publication	Elements of Exemplary Independent Study
Court Decision	Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365
Education Audit Appeals Panel Publication	Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting
Website	<a href="#">California Consortium for Independent Study</a>
Website	<a href="#">California Department of Education, Independent Study</a>
Website	<a href="#">Education Audit Appeals Panel</a>
<b>Cross References</b>	
<b>Code</b>	<b>Description</b>
0410	<a href="#">Nondiscrimination In District Programs And Activities</a>
0420.4	<a href="#">Charter School Authorization</a>
0420.4	<a href="#">Charter School Authorization</a>

0470	<a href="#"><u>COVID-19 Mitigation Plan</u></a>
0500	<a href="#"><u>Accountability</u></a>
3260	<a href="#"><u>Fees And Charges</u></a>
3260	<a href="#"><u>Fees And Charges</u></a>
3516.5	<a href="#"><u>Emergency Schedules</u></a>
3580	<a href="#"><u>District Records</u></a>
3580	<a href="#"><u>District Records</u></a>
4112.2	<a href="#"><u>Certification</u></a>
4112.2	<a href="#"><u>Certification</u></a>
4131	<a href="#"><u>Staff Development</u></a>
5111.1	<a href="#"><u>District Residency</u></a>
5111.1	<a href="#"><u>District Residency</u></a>
5112.3	<a href="#"><u>Student Leave Of Absence</u></a>
5112.3	<a href="#"><u>Student Leave Of Absence</u></a>
5113	<a href="#"><u>Absences And Excuses</u></a>
5113	<a href="#"><u>Absences And Excuses</u></a>
5113.1	<a href="#"><u>Chronic Absence And Truancy</u></a>
5113.1	<a href="#"><u>Chronic Absence And Truancy</u></a>
5121	<a href="#"><u>Grades/Evaluation Of Student Achievement</u></a>
5121	<a href="#"><u>Grades/Evaluation Of Student Achievement</u></a>
5125	<a href="#"><u>Student Records</u></a>
5125	<a href="#"><u>Student Records</u></a>
5126	<a href="#"><u>Awards For Achievement</u></a>
5126	<a href="#"><u>Awards For Achievement</u></a>
5141.22	<a href="#"><u>Infectious Diseases</u></a>
5141.22	<a href="#"><u>Infectious Diseases</u></a>
5141.31	<a href="#"><u>Immunizations</u></a>
5141.31	<a href="#"><u>Immunizations</u></a>
5144.1	<a href="#"><u>Suspension And Expulsion/Due Process</u></a>
5144.1	<a href="#"><u>Suspension And Expulsion/Due Process</u></a>
5146	<a href="#"><u>Married/Pregnant/Parenting Students</u></a>
5147	<a href="#"><u>Dropout Prevention</u></a>
6000	<a href="#"><u>Concepts And Roles</u></a>
6011	<a href="#"><u>Academic Standards</u></a>
6111	<a href="#"><u>School Calendar</u></a>
6112	<a href="#"><u>School Day</u></a>

6112	<a href="#"><u>School Day</u></a>
6142.4	<a href="#"><u>Service Learning/Community Service Classes</u></a>
6143	<a href="#"><u>Courses Of Study</u></a>
6143	<a href="#"><u>Courses Of Study</u></a>
6146.1	<a href="#"><u>High School Graduation Requirements</u></a>
6146.1	<a href="#"><u>High School Graduation Requirements</u></a>
6146.11	<a href="#"><u>Alternative Credits Toward Graduation</u></a>
6146.11	<a href="#"><u>Alternative Credits Toward Graduation</u></a>
6152	<a href="#"><u>Class Assignment</u></a>
6159	<a href="#"><u>Individualized Education Program</u></a>
6159	<a href="#"><u>Individualized Education Program</u></a>
6162.5	<a href="#"><u>Student Assessment</u></a>
6162.51	<a href="#"><u>State Academic Achievement Tests</u></a>
6162.51	<a href="#"><u>State Academic Achievement Tests</u></a>
6164.5	<a href="#"><u>Student Success Teams</u></a>
6164.5	<a href="#"><u>Student Success Teams</u></a>
6172	<a href="#"><u>Gifted And Talented Student Program</u></a>
6172	<a href="#"><u>Gifted And Talented Student Program</u></a>
6181	<a href="#"><u>Alternative Schools/Programs Of Choice</u></a>
6181	<a href="#"><u>Alternative Schools/Programs Of Choice</u></a>
6183	<a href="#"><u>Home And Hospital Instruction</u></a>
6184	<a href="#"><u>Continuation Education</u></a>
6184	<a href="#"><u>Continuation Education</u></a>
6185	<a href="#"><u>Community Day School</u></a>
6185	<a href="#"><u>Community Day School</u></a>
6200	<a href="#"><u>Adult Education</u></a>
6200	<a href="#"><u>Adult Education</u></a>

**Policy 6158: Independent Study**

Status: ADOPTED

Original Adopted Date: 03/01/2005 | Last Revised Date: 12/01/2021 | Last Reviewed Date: 12/01/2021

The Governing Board authorizes independent study as an optional alternative instructional strategy for students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered on a full-time or part-time basis and in conjunction with part- or full-time classroom study.

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, and an online course.

Participation in independent study shall be voluntary. (Education Code 51747, 51749.5, 51749.6)

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

The minimum period of time for any independent study option shall be three consecutive school days. (Education Code 51747)

Education Code section 51745(c) states that a student with an IEP may participate in independent study if the student's IEP specifically provides for that participation.

In accordance with Education Code 26393 in the event of an emergency school closure, Independent Study will be offered to students within 10 days of the first day of a school closure.

**General Independent Study Requirements**

For the 2022-23 school year and thereafter, the Superintendent or designee may offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than the student would in the regular classroom setting.

The minimum instructional minutes for students participating in independent study shall be the same as required for their peers at the school who are receiving in-person instruction, except as otherwise permitted by law. (Education Code 46100)

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than one week after assigned for all grade levels and types of program. When necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due. However, in no event shall the due date of an assignment be extended beyond the termination date of the agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060
2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments
3. Learning of required concepts, as determined by the supervising teacher
4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. (Education Code 51747)

The Superintendent or designee shall ensure that students participating in independent study for 15 school days or more receive the following while engaging in independent study: (Education Code 51747)

1. For students in grades transitional kindergarten, kindergarten, and grades 1 to 3, opportunities for daily synchronous instruction
2. For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction
3. For students in grades 9-12, opportunities for at least weekly synchronous instruction

The Superintendent or designee shall ensure that procedures for the tiered reengagement strategies below are used for all students participating in an independent study program for 15 school days or more who: (Education Code 51747)

1. Are not generating attendance for more than three school days or 50 percent of the instructional days in a school week, or 10 percent of required minimum instructional time over four continuous weeks of the district's approved instructional calendar.
2. Are found to be not participatory pursuant to Section 51747.5 for more than the greater of three school days or 60 percent of the scheduled days of synchronous instruction in a school month as applicable by grade span.
3. Are in violation of their written agreement

Tiered reengagement strategies procedures used in district independent study programs shall include, but are not necessarily limited to, all of the following: (Education Code 51747)

1. Verification of current contact information for each enrolled student
2. Notification to parents/guardians of lack of participation within one school day of the recording of a non-attendance day or lack of participation
3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary

4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being

For students participating in independent study for 15 days or more, the Superintendent or designee shall develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case later than five instructional days. (Education Code 51747)

The Superintendent or designee shall ensure that a written master agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

Upon the request of the parent/guardian of a student, and before signing a written agreement as described below in the section "Master Agreement," the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, and, if requested, their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

Students are exempted from subdivision d) tiered reengagement procedures, e) opportunities for synchronous instruction and live interaction and f) transition plan to in-person instruction of EC sections 51747 if the following conditions are met:

1. The student participates in independent study for fewer than 15 cumulative school days in a school year, or
2. The student is enrolled in a comprehensive school for classroom-based instruction and under the care of appropriately licensed professionals, participating in independent study due to necessary medical treatments or inpatient treatment for mental health care or substance abuse.

### **Master Agreement**

A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but are not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The frequency, time, place and manner for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress
2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one

school year

6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
8. A statement that independent study is an optional educational alternative in which no student may be required to participate
9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

Before the commencement of independent study, the agreement shall be signed and dated by the student, the student's parent or guardian (if the student is under age 18 years), the certificated employee designated as having responsibility for the general supervision of the independent study program, and the certificated employee designated as having responsibility for the special education programming of the student, as applicable.

Parents should be reminded of their consent rights pursuant to 34 CFR section 300.300, including the right to refuse consent to placement related services or the entire IEP.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

### **Course-Based Independent Study**

The district's course-based independent study program for students in grades TK-12 shall be subject to the following requirements: (Education Code 51749.5)

1. A signed learning agreement shall be completed and on file for each participating student, pursuant to Education Code 51749.6
2. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction.
3. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality and to provide intellectual challenge that is substantially equivalent to in-person, classroom-based instruction, and shall be aligned to all relevant local and state content standards. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. The certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses. The certification shall also include plans to provide opportunities throughout the school year, for students in transitional kindergarten, kindergarten, and grades 1-3 to receive daily synchronous instruction, for students



in grades 4-8, to receive both daily live interaction and at least weekly synchronous instruction, and for students in grades 9-12 to receive at least weekly synchronous instruction.

4. Students enrolled in independent study courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, 46300.4, 47612, and 47612.1, and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 47612, 48204, and 51747.3.
5. For each student participating in an independent study course, satisfactory educational progress shall be determined based on the student's achievement and engagement in the independent study program, as indicated by their performance on applicable student-level measures of student achievement and student engagement set forth in Education Code 52060, completion of assignments, assessments, or other indicators that evidence that the student is working on assignments, learning of required concepts, as determined by the supervising teacher, and progress toward successful completion of the course of study or individual course, as determined by the supervising teacher.

If satisfactory educational progress in an independent study class is not being made, the teacher shall notify the student and, if the student is under age 18 years, the student's parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether the student should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

Procedures for tiered reengagement strategies (as listed above ) shall be used for all students who are not making satisfactory educational progress in one or more courses or who are in violation of the written learning agreement, as described in the section "Learning Agreement for Course-Based Independent Study" below. These procedures shall include, but are not necessarily limited to, the verification of current contact information for each enrolled student, notification to parents/guardians of lack of participation within one school day of the absence or lack of participation, a plan for outreach from the school to determine student needs, including connection with health and social services as necessary, and a clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being.

6. Examinations shall be administered by a proctor.
7. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.
8. A student shall not be required to enroll in courses included in the course-based independent study program.
9. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.
10. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.
11. Courses required for high school graduation or for admission to the University of California or California State University shall not be offered exclusively through independent study.
12. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.

13. A student shall not be prohibited from participating in independent study solely on the basis that the student does not have the materials, equipment, or access to Internet connectivity necessary to participate in the course.
14. A student with disabilities, as defined in Education Code 56026, shall not participate in course-based independent study, unless the student's individualized education program specifically provides for that participation.
15. A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through course-based independent study.
16. The district shall maintain a plan to transition any student whose family wishes to return to in-person instruction from course-based independent study expeditiously, and, in no case, later than five instructional days.

### **Learning Agreement for Course-Based Independent Study**

Before enrolling a student in a course within this program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, the student's parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. A summary of the district's policies and procedures related to course-based independent study pursuant to Education Code 51749.5
2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item #3 of the Course-Based Independent Study section above
3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years
4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program
5. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
6. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
7. A statement that enrollment is an optional educational alternative in which no student may be required to participate. In the case of a student who is suspended or expelled, or who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through course-based independent study only if the student is offered the alternative of classroom instruction.
8. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding a student's academic progress.
9. The objectives and methods of study for the student's work, and the methods used to evaluate that work.

10. A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in course-based independent study.
11. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the learning agreement, to be earned by the student upon completion.
12. For 2022-23 school year and thereafter, before the commencement of an independent study course, the learning agreement shall be signed and dated by the student, parent or guardian (if the student is less than 18 years of age), the certificated employee who has been designated as having responsibility for the general supervision of the independent study program, and the certificated employee designated as having responsibility for the special education programming of the student, as applicable.

Parents should be reminded of their consent rights pursuant to 34 CFR section 300.300, including the right to refuse consent to placement related services or the entire IEP.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the CDE. (Education Code 51749.6)

A signed learning agreement from a parent/guardian of a student who is less than 18 years of age shall constitute the parent/guardian's permission for the student to receive instruction through course-based independent study. (Education Code 51749.6)

#### **Student-Parent-Educator Conferences**

Upon the request of a student's parent/guardian, and before signing a written agreement as described above, the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference, or other meeting during which the student, parent/guardian, or their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51749.6)

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or, if requested by a parent/guardian, prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

#### **Records**

The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)

These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher
4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by

the supervising teacher if they are two different persons

5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)
6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program. A student who does not participate in scheduled live interaction or synchronous instruction shall be documented as non-participatory for that school day. (Education Code 51747.5)

The Superintendent or designee shall also maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. (Education Code 51747)

### **Program Evaluation**

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

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#### **Policy Reference Disclaimer:**

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<b>State</b>	<b>Description</b>
5 CCR 11700-11705	Independent study
Ed. Code 17289	Exemption for facilities
Ed. Code 41020	Requirement for annual audit
Ed. Code 41422	Apportionment credit for student inability to attend in-person or school closure due to COVID-19
Ed. Code 41976.2	Independent study programs; adult education funding
Ed. Code 42238	Revenue limits
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California Department of Education Publication	California Digital Learning Integration and Standards Guidance, April 2021
California Department of Education Publication	Elements of Exemplary Independent Study
Court Decision	Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365

Education Audit Appeals Panel  
Publication

Guide for Annual Audits of K-12 Local Education Agencies  
and State Compliance Reporting

Website

[California Consortium for Independent Study](#)

Website

[California Department of Education, Independent Study](#)

Website

[Education Audit Appeals Panel](#)

**Cross References**

<b>Code</b>	<b>Description</b>
0410	<a href="#">Nondiscrimination In District Programs And Activities</a>
0420.4	<a href="#">Charter School Authorization</a>
0420.4	<a href="#">Charter School Authorization</a>
0470	<a href="#">COVID-19 Mitigation Plan</a>
0500	<a href="#">Accountability</a>
3260	<a href="#">Fees And Charges</a>
3260	<a href="#">Fees And Charges</a>
3516.5	<a href="#">Emergency Schedules</a>
3580	<a href="#">District Records</a>
3580	<a href="#">District Records</a>
4112.2	<a href="#">Certification</a>
4112.2	<a href="#">Certification</a>
4131	<a href="#">Staff Development</a>
5111.1	<a href="#">District Residency</a>
5111.1	<a href="#">District Residency</a>
5112.3	<a href="#">Student Leave Of Absence</a>
5112.3	<a href="#">Student Leave Of Absence</a>
5113	<a href="#">Absences And Excuses</a>
5113	<a href="#">Absences And Excuses</a>
5113.1	<a href="#">Chronic Absence And Truancy</a>
5113.1	<a href="#">Chronic Absence And Truancy</a>
5121	<a href="#">Grades/Evaluation Of Student Achievement</a>
5121	<a href="#">Grades/Evaluation Of Student Achievement</a>
5125	<a href="#">Student Records</a>
5125	<a href="#">Student Records</a>
5126	<a href="#">Awards For Achievement</a>
5126	<a href="#">Awards For Achievement</a>
5141.22	<a href="#">Infectious Diseases</a>
5141.22	<a href="#">Infectious Diseases</a>

5141.31	<a href="#"><u>Immunizations</u></a>
5141.31	<a href="#"><u>Immunizations</u></a>
5144.1	<a href="#"><u>Suspension And Expulsion/Due Process</u></a>
5144.1	<a href="#"><u>Suspension And Expulsion/Due Process</u></a>
5146	<a href="#"><u>Married/Pregnant/Parenting Students</u></a>
5147	<a href="#"><u>Dropout Prevention</u></a>
6000	<a href="#"><u>Concepts And Roles</u></a>
6011	<a href="#"><u>Academic Standards</u></a>
6111	<a href="#"><u>School Calendar</u></a>
6112	<a href="#"><u>School Day</u></a>
6112	<a href="#"><u>School Day</u></a>
6142.4	<a href="#"><u>Service Learning/Community Service Classes</u></a>
6143	<a href="#"><u>Courses Of Study</u></a>
6143	<a href="#"><u>Courses Of Study</u></a>
6146.1	<a href="#"><u>High School Graduation Requirements</u></a>
6146.1	<a href="#"><u>High School Graduation Requirements</u></a>
6146.11	<a href="#"><u>Alternative Credits Toward Graduation</u></a>
6146.11	<a href="#"><u>Alternative Credits Toward Graduation</u></a>
6152	<a href="#"><u>Class Assignment</u></a>
6159	<a href="#"><u>Individualized Education Program</u></a>
6159	<a href="#"><u>Individualized Education Program</u></a>
6162.5	<a href="#"><u>Student Assessment</u></a>
6162.51	<a href="#"><u>State Academic Achievement Tests</u></a>
6162.51	<a href="#"><u>State Academic Achievement Tests</u></a>
6164.5	<a href="#"><u>Student Success Teams</u></a>
6164.5	<a href="#"><u>Student Success Teams</u></a>
6172	<a href="#"><u>Gifted And Talented Student Program</u></a>
6172	<a href="#"><u>Gifted And Talented Student Program</u></a>
6181	<a href="#"><u>Alternative Schools/Programs Of Choice</u></a>
6181	<a href="#"><u>Alternative Schools/Programs Of Choice</u></a>
6183	<a href="#"><u>Home And Hospital Instruction</u></a>
6184	<a href="#"><u>Continuation Education</u></a>
6184	<a href="#"><u>Continuation Education</u></a>
6185	<a href="#"><u>Community Day School</u></a>
6185	<a href="#"><u>Community Day School</u></a>
6200	<a href="#"><u>Adult Education</u></a>

6200

Adult Education



CALIFORNIA DEPARTMENT OF EDUCATION  
**REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS**  
 FORM J-13A, REVISED DECEMBER 2017

**SECTION A: REQUEST INFORMATION**

- This form is used to obtain approval of attendance and instructional time credit pursuant to *Education Code (EC)* sections 41422, 46200, 46391, 46392 and *California Code of Regulations (CCR)*, Title 5, Section 428.
- Only schools that report Principal Apportionment average daily attendance (ADA) for the purpose of calculating a K-12 Local Control Funding Formula (LCFF) entitlement should submit this form.
- Refer to the instructions and frequently asked questions at <https://www.cde.ca.gov/fg/aa/ba/f/13a.asp> for information regarding the completion of this form.

**PART I: LOCAL EDUCATIONAL AGENCY (LEA)**

LEA NAME: Sacramento City Unified School District	COUNTY CODE: 34	DISTRICT CODE: 67439	CHARTER NUMBER (IF APPLICABLE): 0101881
LEA SUPERINTENDENT OR ADMINISTRATOR NAME: Lisa Allen	COUNTY NAME: Sacramento		FISCAL YEAR: 2023-24
ADDRESS: 5735 47th Avenue	CITY: Sacramento	STATE: CA	ZIP CODE: 95824
CONTACT NAME: Jesse M. Castillo	TITLE: Asst. Superintendent Business Serv.	PHONE: 916-643-9402	E-MAIL: jesse-m-castillo@scusd.edu

**PART II: LEA TYPE AND SCHOOL SITE INFORMATION APPLICABLE TO THIS REQUEST (Choose only one LEA type):**

<input type="checkbox"/> SCHOOL DISTRICT Choose one of the following: <input type="checkbox"/> All COE school sites <input type="checkbox"/> Select district school sites	<input checked="" type="checkbox"/> COUNTY OFFICE OF EDUCATION (COE) Choose one of the following: <input type="checkbox"/> All COE school sites <input type="checkbox"/> Select COE school sites
<input checked="" type="checkbox"/> CHARTER SCHOOL <b>New Technology High School</b>	

**PART III: CONDITION(S) APPLICABLE TO THIS REQUEST:**

<input checked="" type="checkbox"/> <b>SCHOOL CLOSURE:</b> When one or more schools were closed because of conditions described in <i>EC</i> Section 41422. LCFF apportionments should be maintained and instructional time credited in Section B for the school(s) without regard to the fact that the school(s) were closed on the dates listed, due to the nature of the emergency. Approval of this request authorizes the LEA to disregard these days in the computation of ADA (per <i>EC</i> Section 41422) without applicable penalty and obtain credit for instructional time for the days and the instructional minutes that would have been regularly offered on those days pursuant to <i>EC</i> Section 46200, et seq. <input type="checkbox"/> There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.
<input type="checkbox"/> <b>MATERIAL DECREASE:</b> When one or more schools were kept open but experienced a material decrease in attendance pursuant to <i>EC</i> Section 46392 and <i>CCR</i> , Title 5, Section 428. Material decrease requests that include all school sites within the school district must demonstrate that the school district as a whole experienced a material decrease in attendance. Material decrease requests for one or more but not all sites within the school district must show that each site included in the request experienced a material decrease in attendance pursuant to <i>EC</i> Section 46392 and <i>CCR</i> , Title 5, Section 428. The request for substitution of estimated days of attendance for actual days of attendance is in accordance with the provisions of <i>EC</i> Section 46392. Approval of this request will authorize use of the estimated days of attendance in the computation of LCFF apportionments for the described school(s) and dates in Section C during which school attendance was materially decreased due to the nature of the emergency. <input type="checkbox"/> There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.
<input type="checkbox"/> <b>LOST OR DESTROYED ATTENDANCE RECORDS:</b> When attendance records have been lost or destroyed as described in <i>EC</i> Section 46391. Requesting the use of estimated attendance in lieu of attendance that cannot be verified due to the loss or destruction of attendance records. This request is made pursuant to <i>EC</i> Section 46391: <i>"Whenever any attendance records of any district have been lost or destroyed, making it impossible for an accurate report on average daily attendance for the district for any fiscal year to be rendered, which fact shall be shown to the satisfaction of the Superintendent of Public Instruction by the affidavits of the members of the governing board of the district and the county superintendent of schools, the Superintendent of Public Instruction shall estimate the average daily attendance of such district. The estimated average daily attendance shall be deemed to be the actual average daily attendance for that fiscal year for the making of apportionments to the school district from the State School Fund."</i>





CALIFORNIA DEPARTMENT OF EDUCATION  
**REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS**  
FORM J-13A, REVISED DECEMBER 2017

**SECTION D: LOST OR DESTROYED ATTENDANCE RECORDS**

**Not Applicable (Proceed to Section E)**

**PART I: PERIOD OF REQUEST** The entire period covered by the lost or destroyed records commences with \_\_\_\_\_ up to and including \_\_\_\_\_.

**PART II: CIRCUMSTANCES** (Describe below circumstances and extent of records lost or destroyed.)

**PART III: PROPOSAL** (Describe below the proposal to reconstruct attendance records or estimate attendance in the absence of records.)

CALIFORNIA DEPARTMENT OF EDUCATION  
**REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS**  
FORM J-13A, REVISED DECEMBER 2017

**SECTION E: AFFIDAVIT**

**PART I: AFFIDAVIT OF SCHOOL DISTRICT, COUNTY OFFICE OF EDUCATION, OR CHARTER SCHOOL GOVERNING BOARD MEMBERS** – All applicable sections below must be completed to process this J-13A request. We, members constituting a majority of the governing board of \_\_\_\_\_ Sacramento City Unified School District, hereby swear (or affirm) that the foregoing statements are true and are based on official records.

Board Members Names

Board Members Signatures

Lavinia Grace Phillips \_\_\_\_\_

Jasjit Singh \_\_\_\_\_

Chinua Rhodes \_\_\_\_\_

Tara Jeane \_\_\_\_\_

Christina Pritchett \_\_\_\_\_

Jamee Villa \_\_\_\_\_

Taylor Kayatta \_\_\_\_\_

Liliana Miller Segura \_\_\_\_\_

**At least a majority of the members of the governing board shall execute this affidavit.**

Subscribed and sworn (or affirmed) before me, this \_\_\_\_\_ day of \_\_\_\_\_,

Witness: \_\_\_\_\_ (Name) \_\_\_\_\_ (Signature) Title: \_\_\_\_\_ of \_\_\_\_\_ County, California

**PART II: APPROVAL BY SUPERINTENDENT OF CHARTER SCHOOL AUTHORIZER** (Only applicable to charter school requests)

Superintendent (or designee): \_\_\_\_\_ (Name) \_\_\_\_\_ (Signature) Authorizing LEA Name: \_\_\_\_\_

**PART III: AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS**

The information and statements contained in the foregoing request are true and correct to the best of my knowledge and belief.

County Superintendent of Schools (or designee): \_\_\_\_\_ (Name) \_\_\_\_\_ (Signature)

Subscribed and sworn (or affirmed) before me, this \_\_\_\_\_ day of \_\_\_\_\_,

Witness: \_\_\_\_\_ (Name) \_\_\_\_\_ (Signature) Title: \_\_\_\_\_ of \_\_\_\_\_ County, California  
COE contact/individual responsible for completing this section: \_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

## Jesse M. Castillo

---

**To:** Karen Wiker; Brian Heap  
**Cc:** Meuy Saechin  
**Subject:** RE: School closure message

**From:** Brian Heap <[Brian-Heap@scusd.edu](mailto:Brian-Heap@scusd.edu)>  
**Sent:** Wednesday, February 14, 2024 1:56 PM  
**To:** Karen Wiker <[WikerK@scusd.edu](mailto:WikerK@scusd.edu)>  
**Subject:** School closure message

Hi Karen,

Below is a copy of the messages that were sent to all New Tech HS families and West Campus HS families, respectively, on Monday, February 5, 2024 via ParentSquare. Please let me know if you need a different format or anything else.

Best,

Brian

### School Canceled Due to Storm Related Power outage

Brian Heap • 9 days ago • Monday, Feb 5 at 7:46 AM • **Sacramento New Technology High School**  
Dear Sacramento New Tech Community,

All classes are canceled for Monday, February 5, 2024 due to a storm related power outage on campus.

SMUD crews are working to restore power and we fully expect school to be open with a normal schedule on Tuesday.

### School Canceled Due to Storm Related Power outage

Brian Heap • 9 days ago • Monday, Feb 5 at 7:41 AM • **West Campus High School**  
Dear West Campus Community,

All classes are canceled for Monday, February 5, 2024 due to a storm related power outage on campus.

SMUD crews are working to restore power and we fully expect school to be open with a normal schedule on Tuesday.

*Brian Heap*

**Chief Communications Officer**  
[Sacramento City Unified School District](https://www.scusd.edu)  
[Brian-Heap@scusd.edu](mailto:Brian-Heap@scusd.edu)  
(916) 643-9145



## SCHOOLS CLOSED TODAY

- ▶ Marysville Joint Unified
- ▶ Tahoe Truckee Unified
- ▶ Yuba College (Marysville)
- ▶ Sierra College
- ▶ Saint Francis High School
- ▶ Jesuit High School



### GET LOCAL BREAKING NEWS ALERTS



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# Here are Northern California school closures on Monday after power outages and snow

Updated: 8:19 AM PST Feb 5, 2024

Infinite Scroll Enabled



**Daniel Macht** 

Digital Media Manager

Many school districts across Northern California have announced school closures on Monday morning **because of widespread power outages, the snow, or problems on the roadways.**

Here is a running list of the closures.





## Advertisement

- St. Francis High School in East Sacramento will be closed because of power and internet outages.
- Jesuit High School in Carmichael will be closed because of a power outage.
- These Lake County public schools will be closed: Lucerne Elementary School, Upper Lake Unified Schools, Cobb Elementary School, Riviera Elementary School, Hance Community School, Konocti Unified School District, Kelseyville Unified School District.
- Yuba College in Marysville will be closed.
- All schools in the Marysville Joint Unified School District will be closed because of power outages and road conditions.
- All Tahoe Truckee Unified schools will be closed because of the snow.
- Sierra College will be closed because of power outages.
- These Yuba City Unified School District schools will be closed: Bridge Street Elementary, April Lane Elementary, Albert Powell High School and Kings Avenue Elementary. Twin Rivers Charter School in Yuba City is also closed.
- These Rocklin Unified School District schools will be closed: Antelope Creek Elementary, Sierra Elementary, Spring View Middle School, Rocklin Elementary.
- Sacramento Country Day School closed today due to power outage and debris on campus
- Two SCUSD high schools canceled classes because of power outages on Monday: West Campus and New Tech high schools.

*Know of more schools on the list? Email us at [web@kcra.com](mailto:web@kcra.com).*

**| MORE | More than 200,000 customers lose power across Northern California**

**New Technology High School  
2023-24**

August				
M	T	W	T	F
		1	2	3
4	5	6	7	8
9	10	11	12	13
14	15	16	17	18
19	20	21	22	23
24	25	26	27	28
29	30	31		

September				
M	T	W	T	F
				1
2	3	4	5	6
7	8	9	10	11
12	13	14	15	16
17	18	19	20	21
22	23	24	25	26
27	28	29	30	

October				
M	T	W	T	F
1	2	3	4	5
6	7	8	9	10
11	12	13	14	15
16	17	18	19	20
21	22	23	24	25
26	27	28	29	30
31				

November				
M	T	W	T	F
			1	2
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8	9	10	11	12
13	14	15	16	17
18	19	20	21	22
23	24	25	26	27
28	29	30		

December				
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				1
2	3	4	5	6
7	8	9	10	11
12	13	14	15	16
17	18	19	20	21
22	23	24	25	26
27	28	29	30	31

January				
M	T	W	T	F
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6	7	8	9	10
11	12	13	14	15
16	17	18	19	20
21	22	23	24	25
26	27	28	29	30
31				

February				
M	T	W	T	F
			1	2
3	4	5	6	7
8	9	10	11	12
13	14	15	16	17
18	19	20	21	22
23	24	25	26	27
28	29	30		

March				
M	T	W	T	F
				1
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7	8	9	10	11
12	13	14	15	16
17	18	19	20	21
22	23	24	25	26
27	28	29	30	31

April				
M	T	W	T	F
1	2	3	4	5
6	7	8	9	10
11	12	13	14	15
16	17	18	19	20
21	22	23	24	25
26	27	28	29	30

May				
M	T	W	T	F
		1	2	3
4	5	6	7	8
9	10	11	12	13
14	15	16	17	18
19	20	21	22	23
24	25	26	27	28
29	30	31		

June				
M	T	W	T	F
1	2	3	4	5
6	7	8	9	10
11	12	13	14	15
16	17	18	19	20
21	22	23	24	25
26	27	28	29	30
31				

Calendar Day Legend	
<span style="background-color: #f08080; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span>	Orientation Days
<span style="background-color: #f0e68c; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span>	Thurs - Early Out
<span style="background-color: #d3d3d3; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span>	Regular Day
<span style="background-color: #90ee90; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span>	Minimum Day
<span style="background-color: #ffff00; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span>	Finals - Minimum Day
<span style="background-color: #ff00ff; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span>	DOL
<span style="background-color: #add8e6; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span>	Staff PD Day (2)
<span style="background-color: #e6e6fa; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span>	Holiday
<span style="background-color: #6495ed; border: 1px solid black; display: inline-block; width: 15px; height: 10px;"></span>	First Day of School

## Certification Form for Independent Study Plan

<b>Local Educational Agency:</b> Sacramento City Unified School District	<b>CDS Code:</b> 3467439
<b>Fiscal Year:</b> 2023-24	<b>County:</b> Sacramento

This form shall accompany Form J-13A submittals beginning with fiscal year 2022 23. Instructions on how to complete this form are provided on page 2.

### Independent Study Plan Certification


Pursuant to *Education Code (EC)* Section 46393, for Form J-13A submissions due to a school closure and/or material decrease in attendance occurring after September 1, 2021, a school district, county office of education, or charter school that provides a Form J-13A affidavit to the Superintendent, pursuant to *EC* Section 41422 (school closure) or *EC* Section 46392 (material decrease), shall certify that it has a plan for which independent study will be offered to students, pursuant to Article 5.5 (commencing with *EC* Section 51745) of Chapter 5 of Part 28 of Division 4. The independent study plan shall comply with all of the following:

- (1) Independent study is offered to any student impacted by any of the conditions listed in *EC* Section 46392 within 10 days of the first day of a school closure or material decrease in attendance. Students who are individuals with exceptional needs shall receive the services identified in their individualized education programs pursuant to paragraph (9) of subdivision (a) of *EC* Section 56345 and may participate in an independent study program.
- (2) Require reopening for in-person instruction as soon as possible unless prohibited under the direction of the local or state health officer.
- (3) Notwithstanding subdivision (c) of *EC* Section 51745 or subparagraph (F) of paragraph (9) of subdivision (g) of Section 51747, include information regarding establishing independent study master agreements in a reasonable amount of time.

A copy of the independent study plan, and if applicable, the state or local public health or public safety order that required school closure shall accompany the Form J-13A submitted to the California Department of Education.

I hereby certify that the independent study plan accompanying this Form J-13A submission meets the requirements described above and is true and correct to the best of my knowledge and belief.

School District Superintendent, Charter School Administrator, or County Superintendent (or designee):

<b>Name:</b> Lisa Allen	<b>Title:</b> Interim Superintendent
<b>Wet Signature:</b> 	<b>Date:</b> 02/27/24



**APPROVED**

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

Agenda Item# 10.2

**Meeting Date:** April 27, 2023

**Subject:** Revision to Board Policy 6158: Independent Study

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

**Division:** Academic Office

**Recommendation:** NA

**Background/Rationale:**

Independent Study is governed by state Education Code sections 51744-51749.6. The Board voted to update Board Policy 6158 Independent Study in 2021 to bring it into alignment with the mandates in Assembly Bill (AB) 130 that changed the structure of Independent Study in California schools in response to the Covid 19 Pandemic. New legislation, AB 181, brought Independent Study back into line with pre-pandemic norms. The proposed revisions to Board Policy 6158 are necessary to bring the policy back into alignment with current Independent Study legislation. SCUSD is also seeking to fulfil the requirement that the district has a plan in place to provide Independent Study to students within 10 days of an emergency school closure. The language in the revised policy is the first step toward this plan. This is a requirement for applying for a J-13A waiver.

**Financial Considerations:**

**LCAP Goal(s):**

- Goal 2: Foundational Educational Experience with Equitable Opportunities for ALL students
- Goal 3: Integrated Supports
- Goal 5: Engagement/Empowerment
- Goal 6: Implementation of MTSS/Data-Based Decision Making
- Goal 8: Basic Services and Districtwide Operations/Supports
- Goal 9: Focus on Students with Disabilities

**Documents Attached:** NA

1. Executive Summary

2. Old Board Policy
3. Redlined Board Policy
4. New Board Policy

**Estimated Time of Presentation:** 10 min

**Submitted by:** Yvonne Wright, Chief Academic Officer

**Approved by:** Jorge A. Aguilar, Superintendent

# Board of Education Executive Summary

## Department: Academic Office

Title: Revision to Board Policy 6158-Independent Study

Date of Meeting: April 27, 2023



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

The SCSUD Governing Board authorizes independent study as an optional alternative instructional strategy for students whose needs may be met best met through study outside of the regular classroom setting. Independent Study classroom instruction is consistent with the district's course of study and aligned to State content standards. Short-Term Independent Study can last for a duration of up to 14 days cumulative and can be administered at the school site with no extra duties required. Long-Term Independent Study is anything 15 days or more cumulative and requires synchronous instruction and live interaction as well as independent work. SCUSD uses Capital City School to facilitate Long-Term Independent Study.

### II. Driving Governance:

Independent Study is governed by state Education Code sections 51744-51749.6. The Board voted to update Board Policy 6158 Independent Study in 2021 to bring it into alignment with the mandates in Assembly Bill (AB) 130 that changed the structure of Independent Study in California schools in response to the Covid 19 Pandemic. New legislation, AB 181, brought Independent Study back into line with pre-pandemic norms. The proposed revisions to Board Policy 6158 are necessary to bring the policy back into alignment with current Independent Study legislation. Added language codifies the plan we have in place to provide Independent Study to students within 10 days of an emergency school closure. The language in the revised policy is the first step toward this plan. This is a requirement for applying for a J-13A waiver.

### III. Budget:

The adoption of the proposed revisions to Board Policy 6158: Independent Study does not have any budget implications.

### IV. Goals, Objectives and Measures:

The goals of independent study are to provide students whose needs may best be met through study outside of the regular classroom setting with access to standards-based instruction that will allow them to acquire the skills and knowledge outlined in the states content standards. The effectiveness of the Independent study program is measured by student performance as measured by the CA Assessment of Student Performance and Progress (CAASPP) and indicators on the CA School Dashboard.

### V. Major Initiatives:

In the introductory section these changes were made:

- Removal of obsolete citations following the second paragraph
- Removal of obsolete language in the third paragraph
- Removal of obsolete language in the fourth paragraph
- Additional language regarding emergency closures in a new seventh paragraph

## **Board of Education Executive Summary**

**Department: Academic Office**

**Title: Revision to Board Policy 6158-Independent Study**

**Date of Meeting: April 27, 2023**



### **General Independent Study Requirements**

- Removal of an obsolete first paragraph
- Removal of obsolete citations following the second paragraph
- Additional language in a new second paragraph regarding minimum instructional hours
- Additional updated language added re: tiered engagement in the seventh paragraph and following enumerations
- Removal of an obsolete paragraph eleven
- Additional language regarding students exempted from division d) tiered reengagement procedures, e) opportunities for synchronous instruction and live interaction and f) transition plan to in-person instruction of EC sections 51747

### **Master Agreement**

- Removal of an obsolete first paragraph
- Changes in citations following new paragraph one
- Removal of an obsolete paragraph following new paragraph one
- Removal of obsolete enumeration nine following the third paragraph
- Addition of language regarding requirements for students receiving Special Education services in enumeration ten following the third paragraph
- Removal of obsolete language from enumeration ten following the third paragraph

### **Course Based Independent Study**

- Removal of obsolete citations in enumerations six, eight, eleven and thirteen

### **Learning Agreement for Course-Based Study**

- Addition of language regarding students receiving Special Education services in enumeration twelve
- Removal of obsolete language in enumeration twelve
- Removal of an obsolete language final paragraph

### **Student-Parent-Educator Conferences**

- New language defining the conferencing taking place before independent study assignment

### **Records**

- A newly developed section with a new section heading and first paragraph

### **Program Evaluation**

- Removal of obsolete citations following the first paragraph

## **Board of Education Executive Summary**

**Department: Academic Office**

**Title: Revision to Board Policy 6158-Independent Study**

**Date of Meeting: April 27, 2023**



### **VI. Results:**

The results of the revisions will be an updated policy that is aligned with current Independent Study legislation and Education Code and clearer guidance for implementation of Independent Study.

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

The next steps in seeking approval for the proposed revisions to Board Policy 6158: Independent Study include the following:

- Present the policy revisions for a second reading on April 13, 2023
- Seek Board approval of the proposed revisions on May 4, 2023
- Update the administrative regulations for the policy to provide alignment and further guidance on policy implementation



**Policy 6158: Independent Study**

**Status:** ADOPTED

**Original Adopted Date:** 11/16/1998 | **Last Revised Date:** 08/19/2021 | **Last Reviewed Date:** 08/19/2021

**Sacramento City USD  
Board Policy  
Independent Study**

**BP 6158  
Instruction**

The Governing Board authorizes independent study as an optional alternative instructional strategy for students whose needs may be met best through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis in conjunction with part- or full-time classroom study.

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, and an online course.

*(cf. 0420.4 - Charter School Authorization)*  
*(cf. 6181 - Alternative Schools/Programs of Choice)*

A student's participation in independent study shall be voluntary. (Education Code 51747, 51749.5)

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

The minimum period of time for any independent study option shall be three consecutive school days.

**General Independent Study Requirements**

For the 2021-22 school year, the district shall offer independent study, as specified in Education Code 51745, to meet the educational needs of students unless the district has obtained a waiver. (Education Code 51745)

For the 2022-23 school year and thereafter, the Superintendent or designee may continue to offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than the student would in the regular classroom setting.

*(cf. 5147 - Dropout Prevention)*  
*(cf. 6011 - Academic Standards)*  
*(cf. 6143 - Courses of Study)*  
*(cf. 6146.1 - High School Graduation Requirements)*  
*(cf. 6146.11 - Alternative Credits Toward Graduation)*  
*(cf. 6172 - Gifted and Talented Student Program)*  
*(cf. 6200 - Adult Education)*

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than one week after assigned for all grade levels and types of program. However, when necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, up to the termination date of the agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060
2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments
3. Learning required concepts, as determined by the supervising teacher
4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. (Education Code 51747)

The Superintendent or designee shall ensure that students participating in independent study for 15 school days or more receive the following throughout the school year: (Education Code 51747)

1. For students in grades transitional kindergarten and K-3, opportunities for daily synchronous instruction
2. For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction
3. For students in grades 9-12, opportunities for at least weekly synchronous instruction

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students who are not generating attendance for more than three school days or 60 percent of the instructional days in a school week, or who are in violation of their written agreement. This requirement only applies to students participating in an independent study program for 15 school days or more. The procedures shall include, but are not necessarily limited to, all of the following: (Education Code 51747)

1. Verification of current contact information for each enrolled student
2. Notification to parents/guardians of lack of participation within one school day of the absence or lack of participation
3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary
4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being

The Superintendent or designee shall develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case later, than five instructional days. This requirement only applies to students participating in an independent study program for 15 school days or more. (Education Code 51747)

The Superintendent or designee shall ensure that a written master agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

The district shall provide written notice to the parents/guardians of all enrolled students of the option to enroll their child in in-person instruction or independent study during the 2021-22 school year. This notice shall be posted on the district's web site, and shall include, at a minimum, information about the right to request a student-parent-

educator conference before enrollment, student rights regarding procedures for enrolling, disenrolling, and reenrolling in independent study, and the instructional time, including synchronous and asynchronous learning, that a student will have access to as part of independent study. (Education Code 51747)

Upon the request of the parent/guardian of a student, before making a decision about enrolling or disenrolling in independent study and entering into a written agreement to do so, the district shall conduct a telephone, video conference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, or their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

### **Master Agreement**

For the 2021-22 school year only, the district shall obtain a signed written agreement for independent study no later than 30 days after the first day of instruction.

A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but are not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The frequency, time, place and manner for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress
2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year
6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
8. A statement that independent study is an optional educational alternative in which no student may be required to participate
9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

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

10. Before the commencement of independent study, the agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is under age 18 years, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing

assistance to the student.

However, for the 2021-22 school year, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/ guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil, no later than 30 days after the first day of instruction.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

### **Course-Based Independent Study**

The district's course-based independent study program for students in grades K-12 shall be subject to the following requirements: (Education Code 51749.5)

1. A signed learning agreement shall be completed and on file for each participating student pursuant to Education Code 51749.6
2. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction.

*(cf. 4112.2 - Certification)*

3. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality and to provide intellectual challenge that is substantially equivalent to in-person, classroom-based instruction, and shall be aligned to all relevant local and state content standards. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. The certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses. The certification shall also include plans to provide opportunities for students in grades transitional kindergarten, kindergarten, and grades 1-3 to receive daily synchronous instruction, for students in grades 4-8, to receive both daily live interaction and at least weekly synchronous instruction, and for students in grades 9-12 to receive at least weekly synchronous instruction.

4. Students enrolled in independent study courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, 46300.4, 47612, and 47612.1, and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 47612, 48204, and 51747.3.

5. For each student participating in an independent study course, satisfactory educational progress shall be determined based on the student's achievement and engagement in the independent study program, as indicated by their performance on applicable student-level measures of student achievement and student engagement set forth in Education Code 52060, completion of assignments, assessments, or other

indicators that evidence that the student is working on assignments, learning of required concepts, as determined by the supervising teacher, and progress toward successful completion of the course of study or individual course, as determined by the supervising teacher.

If satisfactory educational progress in an independent study class is not being made, the teacher shall notify the student and, if the student is under age 18 years, the student's parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether the student should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

Procedures for tiered reengagement strategies shall be used for all students who are not making satisfactory

educational progress in one or more courses or who are in violation of the written learning agreement, as described in the section "Learning Agreement for Course-Based Independent Study" below. These procedures shall include, but are not necessarily limited to, the verification of current contact information for each enrolled student, notification to parents/guardians of lack of participation within one school day of the absence or lack of participation, a plan for outreach from the school to determine student needs, including connection with health and social services as necessary, and a clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being.

*(cf. 5125 - Student Records)*

6. Examinations shall be administered by a proctor.
7. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.

*(cf. 6162.51 - State Academic Achievement Tests)*

8. A student shall not be required to enroll in courses included in the course-based independent study program.
9. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.
10. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.

*(cf. 6111 - School Calendar)*

*(cf. 6112 - School Day)*

11. Courses required for high school graduation or for admission to the University of California or California State University shall not be offered exclusively through independent study.
12. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.

*(cf. 3260 - Fees and Charges)*

13. A student shall not be prohibited from participating in independent study solely on the basis that the student does not have the materials, equipment, or access to Internet connectivity necessary to participate in the course.
14. A student with disabilities, as defined in Education Code 56026, shall not participate in course-based independent study, unless the student's individualized education program specifically provides for that participation.
15. A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through course-based independent study.
16. The district shall maintain a plan to transition any student whose family wishes to return to in-person instruction from course-based independent study expeditiously, and, in no case, later than five instructional days.

#### **Learning Agreement for Course-Based Independent Study**

Before enrolling a student in a course within this program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, the student's parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. A summary of the district's policies and procedures related to course-based independent study pursuant to Education Code 51749.5
2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item #2 above

3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years
4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program
5. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
6. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
7. A statement that enrollment is an optional educational alternative in which no student may be required to participate. In the case of a student who is suspended or expelled, or who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through course-based independent study only if the student is offered the alternative of classroom instruction.
8. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding a student's academic progress.
9. The objectives and methods of study for the student's work, and the methods used to evaluate that work.
10. A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in course-based independent study.
11. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the learning agreement, to be earned by the student upon completion.
12. Before the commencement of an independent study course, the learning agreement shall be signed and dated by the student, the student's parent/guardian or caregiver, if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the student. For purposes of this paragraph "caregiver" means a person who has met the requirements of Family Code 6550-6552.

However, for the 2021-22 school year only, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the pupil no later than 30 days after the first day of instruction.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the CDE. (Education Code 51749.6)

The student's or parent/guardian's signature shall constitute permission for the student to receive instruction through independent study. (Education Code 51749.6)

The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)

#### **Student-Parent-Educator Conferences**

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement

strategy and/or if requested by a parent/guardian prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

### **Records for Audit Purposes**

The Superintendent or designee shall ensure that records are maintained for audit purposes. These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher
4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons
5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)
6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which independent study is provided. A student who does not participate in independent study on a school day shall be documented as nonparticipatory for that school day. (Education Code 51747.5)

The Superintendent or designee also shall maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

*(cf. 3580 - District Records)*

The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. (Education Code 51747)

### **Program Evaluation**

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

*(cf. 0500 - Accountability)*

*(cf. 5121 - Grades/Evaluation of Student Achievement)*

*(cf. 6162.5 - Student Assessment)*

Legal Reference:

EDUCATION CODE

17289 Exemption for building

41020 Audit guidelines

41976.2 Independent study programs; adult education funding

42238 Revenue limits

42238.05 Local control funding formula; average daily attendance  
44865 Qualifications for home teachers and teachers in special classes and schools; consent to assignment  
46200-46208 Instructional day and year  
46300-46307.1 Methods of computing average daily attendance  
46390-46393 Emergency average daily attendance  
46600 Interdistrict attendance computation  
47612-47612.1 Charter school operation  
47612.5 Independent study in charter schools  
48204 Residency  
48206.3 Home or hospital instruction; students with temporary disabilities  
48220 Classes of children exempted  
48340 Improvement of pupil attendance  
48915 Expulsion; particular circumstances  
48916.1 Educational program requirements for expelled students  
48917 Suspension of expulsion order  
49011 Student fees  
51225.3 Requirements for high school graduation  
51745-51749.6 Independent study programs  
52060 Local control and accountability plan  
52522 Adult education alternative instructional delivery  
52523 Adult education as supplement to high school curriculum; criteria56026 Individual with exceptional needs  
58500-58512 Alternative schools and programs of choice

**FAMILY CODE**

6550 Authorization affidavits

**CODE OF REGULATIONS, TITLE 5**

11700-11703 Independent study

**UNITED STATES CODE, TITLE 20**

6301 Highly qualified teachers

6311 State plans

**COURT DECISIONS**

*Modesto City Schools v. Education Audits Appeal Panel*, (2004) 123 Cal.App.4th 1365

**Management Resources:**

Elements of Exemplary Independent Study

California Digital Learning Integration and Standards Guidance, April 2021

**EDUCATION AUDIT APPEALS PANEL PUBLICATIONS**

Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting

**WEB SITES**

California Consortium for Independent Study: <http://www.ccis.org>

California Department of Education, Independent Study: <http://www.cde.ca.gov/sp/eo/is>

Education Audit Appeals Panel: <http://www.eaap.ca.gov>

Policy SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

adopted: November 16, 1998 Sacramento, California

revised: April 15, 2002

revised: August 19, 2021



**Policy 6158: Independent Study**

**Status: ADOPTED**

Original Adopted Date: 03/01/2005 | Last Revised Date: 12/01/2021 | Last Reviewed Date: 12/01/2021

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The Governing Board authorizes independent study as an optional alternative instructional strategy for students whose needs may be met best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered on a full-time basis or on a part-time basis and in conjunction with part- or full-time classroom study.

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, and an online course.

*(cf. 0420.4 – Charter School Authorization)  
(cf. 6181 – Alternative Schools/Programs of Choice)*

~~A student's~~ Except for students who, during the 2021-2022 school year, cannot participate in classroom-based instruction due to quarantine or school closure for exposure to or infection with COVID-19, ~~student p~~Participation in independent study shall be voluntary. (Education Code 51747, 51749.5, 51749.6)

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

~~With the exception of students who, during the 2021-2022 school year, cannot participate in classroom-based instruction due to a quarantine or school closure for exposure to or infection with COVID-19, The~~ minimum period of time for any independent study option shall be three consecutive school days. (Education Code 51747)

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Education Code section 51745(c) states that a student with an IEP may participate in independent study if the student's IEP specifically provides for that participation.

Commented [1]: @sacie-hedegard@scusd.edu This placement seems to make the most sense to me.  
Commented [2R1]: Looks good to me. Thank you!

In accordance with Education Code 26393 in the event of an emergency school closure, Independent Study will be offered to students within 10 days of the first day of a school closure.

**General Independent Study Requirements**

~~For the 2021-22 school year, the district shall offer independent study, as specified in Education Code 51745, to meet the educational needs of students unless the district has obtained a waiver. (Education Code 51745)~~

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For the 2022-23 school year and thereafter, the Superintendent or designee may ~~continue to~~ offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than the student would in the regular classroom setting.

~~(cf. 5147—Dropout Prevention)~~

~~(cf. 6011—Academic Standards)~~

~~(cf. 6143—Courses of Study)~~

~~(cf. 6146.1—High School Graduation Requirements)~~

~~(cf. 6146.41—Alternative Credits Toward Graduation)~~

~~(cf. 6172—Gifted and Talented Student Program)~~

~~(cf. 6200—Adult Education)~~

The minimum instructional minutes for students participating in independent study shall be the same as required for their peers at the school who are receiving in-person instruction, except as otherwise permitted by law. (Education Code 46100)

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than one week after assigned for all grade levels and types of program. ~~However,~~ When necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due, ~~up to, However, in no event shall the due date of an assignment be extended beyond~~ the termination date of the agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

1.

~~1.~~ The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060

2.

~~2.~~ The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments

3.

~~3.~~ Learning of required concepts, as determined by the supervising teacher

4.

~~4.~~ Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. (Education Code 51747)

The Superintendent or designee shall ensure that students participating in independent study for 15 school days or more receive the following while engaging in independent study throughout the school year: (Education Code 51747)

1.

~~1.~~ For students in grades transitional kindergarten, kindergarten, and K-grades 1 to 3, opportunities for daily synchronous instruction

2.

~~2.~~ For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction

3.

~~3.~~ For students in grades 9-12, opportunities for at least weekly synchronous instruction

The Superintendent or designee shall ensure that procedures for ~~the~~ tiered reengagement strategies below are used for all students ~~who participating in an independent study program for 15 school days or more who:~~ (Education Code 51747)

~~1.~~ Are not generating attendance for more than three school days or 50 percent of the instructional days in a school week, or ~~who 10 percent of required minimum instructional time over four continuous weeks of the district's approved instructional calendar.~~

~~2.~~ Are found to be not participatory pursuant to Section 51747.5 for more than the greater of three school days or 60 percent of the scheduled days of synchronous instruction in a school month as applicable by grade span.

~~3.~~ Are in violation of their written agreement. ~~This requirement only applies to students participating in an~~

~~Tiered reengagement strategies procedures used in district~~ independent study ~~program for 15 school days or more.~~ The ~~procedures programs~~ shall include, but are not necessarily limited to, all of the following: (Education Code 51747)

1.

~~1.~~ Verification of current contact information for each enrolled student

2.

~~2.~~ Notification to parents/guardians of lack of participation within one school day of the ~~absence recording of a non-attendance day~~ or lack of participation

3.

~~3.~~ A plan for outreach from the school to determine student needs, including connection with health and social services as necessary

4.

~~4.~~ A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being

~~For students participating in independent study for 15 days or more,~~ The Superintendent or designee shall develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case later than five instructional days. ~~This requirement only applies to students participating in an independent study program for 15 school days or more.~~ (Education Code 51747)

The Superintendent or designee shall ensure that a written master agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

~~The district shall provide written notice to the parents/guardians of all enrolled students of the option to enroll their child in in-person instruction or independent study during the 2021-22 school year. This notice shall be posted on the district's web site, and shall include, at a minimum, information about the~~

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~~right to request a student-parent-educator conference before enrollment, student rights regarding procedures for enrolling, disenrolling, and reenrolling in independent study, and the instructional time, including synchronous and asynchronous learning, that a student will have access to as part of independent study. (Education Code 51747)~~

Upon the request of the parent/guardian of a student, ~~and before making a decision about enrolling or disenrolling in independent study and entering into~~ signing a written agreement to do so, as described below in the section "Master Agreement," the district shall conduct a telephone, ~~video conference~~ videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, ~~and, if requested,~~ their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

~~Students are exempted from subdivision d) tiered reengagement procedures, e) opportunities for synchronous instruction and live interaction and f) transition plan to in-person instruction of EC sections 51747 if the following conditions are met:~~

- ~~1. The student participates in independent study for fewer than 15 cumulative school days in a school year, or~~
- ~~2. The student is enrolled in a comprehensive school for classroom-based instruction and under the care of appropriately licensed professionals, participating in independent study due to necessary medical treatments or inpatient treatment for mental health care or substance abuse.~~

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#### Master Agreement

~~For the 2021-22 school year only, the district shall obtain a signed written agreement for independent study no later than 30 days after the first day of instruction.~~

A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. ~~(Education Code 46300, 51747; 5 CCR 11703)~~ (Education Code 46300, 51747; 5 CCR 11703)

~~However, for the 2021-22 school year only, the district shall obtain a signed written agreement from each student participating in an independent study program for any length of time, no later than 30 days after the first day of instruction in the independent study program.~~

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The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but are not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1.
  - ~~1.~~ The frequency, time, place and manner for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress
  2. The objectives and methods of study for the student's work and the methods used to evaluate that work
  3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
  4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number

of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study

- 5. ~~6.~~ The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year
- 6. ~~6.~~ A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
- 7. ~~7.~~ A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.

8. ~~8.~~ A statement that independent study is an optional educational alternative in which no student may be required to participate

~~9. For the 2021-22 school year, this statement shall not be required for a student's participation in independent study if the student is unable to attend in-person instruction because of a quarantine or school closure mandated by a local or state health order or guidance due to the student's exposure to or infection with COVID-19.~~

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8.9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

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

~~10. Before the commencement of independent study, the agreement shall be signed and dated by the student, the student's parent or guardian or caregiver (if the student is under age 18 years), the certificated employee designated as having responsibility for the general supervision of the independent study program, and the certificated employee designated as having responsibility for the special education programming of the student, as applicable, and all persons who have direct responsibility for providing assistance to the student. In addition, a student with an active IEP will require the review and signature of a certificated or licensed member of their Special Education Individual Education Plan (IEP) support team, on the written agreement.~~

Commented [3]: @sadie-hedegard@scusd.edu Could you please look at this entry and approve the language?  
Jay

~~Parents should be reminded of their consent rights pursuant to 34 CFR section 300.300, including the right to refuse consent to placement related services or the entire IEP.~~

~~However, for the 2021-22 school year, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil/student, no later than 30 days after the first day of instruction~~

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~~in the independent study program or October 15, whichever date comes later.~~

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Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

### Course-Based Independent Study

The district's course-based independent study program for students in grades IK-12 shall be subject to the following requirements: (Education Code 51749.5)

1.

1.—A signed learning agreement shall be completed and on file for each participating student, pursuant to Education Code 51749.6

2.

2.—Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction.

3.

*(ref. 4112.2 - Certification)*

3.—Courses shall be annually certified by Board resolution to be of the same rigor and educational quality and to provide intellectual challenge that is substantially equivalent to in-person, classroom-based instruction, and shall be aligned to all relevant local and state content standards. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. The certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses. The certification shall also include plans to provide opportunities throughout the school year, for students in ~~grades~~ transitional kindergarten, kindergarten, and grades 1-3 to receive daily synchronous instruction, for students in grades 4-8, to receive both daily live interaction and at least weekly synchronous instruction, and for students in grades 9-12 to receive at least weekly synchronous instruction.

4.

4.—Students enrolled in independent study courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, 46300.4, 47612, and 47612.1, and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 47612, 48204, and 51747.3.

5.

5.—For each student participating in an independent study course, satisfactory educational progress shall be determined based on the student's achievement and engagement in the independent study program, as indicated by their performance on applicable student-level measures of student achievement and student engagement set forth in Education Code 52060, completion of assignments, assessments, or other indicators that evidence that the student is working on assignments, learning of required concepts, as determined by the supervising teacher, and progress toward successful completion of the course of study or individual course, as determined by the supervising teacher.

If satisfactory educational progress in an independent study class is not being made, the teacher shall notify the student and, if the student is under age 18 years, the student's parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether the student should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation

findings shall be a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

Procedures for tiered reengagement strategies (~~as listed above in section XX?~~) shall be used for all students who are not making satisfactory educational progress in one or more courses or who are in violation of the written learning agreement, as described in the section "Learning Agreement for Course-Based Independent Study" below. These procedures shall include, but are not necessarily limited to, the verification of current contact information for each enrolled student, notification to parents/guardians of lack of participation within one school day of the absence or lack of participation, a plan for outreach from the school to determine student needs, including connection with health and social services as necessary, and a clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being.

6.

~~(cf. 5125—Student Records)~~

~~6.——~~ Examinations shall be administered by a proctor.

7.

~~7.——~~ Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.

8.

~~(cf. 6162.51—State Academic Achievement Tests)~~

~~8.——~~ A student shall not be required to enroll in courses included in the course-based independent study program.

9.

~~9.——~~ The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.

10. ——

~~10.——~~ For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.

11.

~~(cf. 6111—School Calendar)~~  
~~(cf. 6112—School Day)~~

~~11.——~~ Courses required for high school graduation or for admission to the University of California or California State University shall not be offered exclusively through independent study.

12.

~~12.——~~ A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.

13.

~~(cf. 3260—Fees and Charges)~~

~~13.——~~ A student shall not be prohibited from participating in independent study solely on the basis that the student does not have the materials, equipment, or access to Internet connectivity necessary to participate in the course.

14. 14.——A student with disabilities, as defined in Education Code 56026, shall not participate in course-based independent study, unless the student's individualized education program specifically provides for that participation.
15. 15.——A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through course-based independent study.
16. 16.——The district shall maintain a plan to transition any student whose family wishes to return to in-person instruction from course-based independent study expeditiously, and, in no case, later than five instructional days.

#### **Learning Agreement for Course-Based Independent Study**

Before enrolling a student in a course within this program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, the student's parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. 1.——A summary of the district's policies and procedures related to course-based independent study pursuant to Education Code 51749.5
2. 2.——The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item #2 above
3. 3.——3 of the Course-Based Independent Study section above
- 2.3. 2.3.——The duration of the learning agreement, which shall not exceed a school year or span multiple school years
- 3.4. 3.4.——The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program
- 4.5. 4.5.——The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
- 5.6. 5.6.——A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
- 6.7. 6.7.——A statement that enrollment is an optional educational alternative in which no student may be required to participate. In the case of a student who is suspended or expelled, or who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through course-based independent study only if the student is offered the alternative of classroom instruction.



7.8.

8. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding a student's academic progress.

8.9.

9. The objectives and methods of study for the student's work, and the methods used to evaluate that work.

9.10.

10. A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in course-based independent study.

11.

11. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the learning agreement, to be earned by the student upon completion.

12.

12. For 2022-23 school year and thereafter, before the commencement of an independent study course, the learning agreement shall be signed and dated by the student, and by the student's parent or guardian or caregiver, (if the student is less than 18 years of age), the certificated employee who has been designated as having responsibility for the general supervision of the independent study program, and the certificated employee designated as having responsibility for the special education programming of the student, as applicable course, and all persons who have direct responsibility for providing assistance to the student. For purposes of this paragraph "caregiver" means a person who has met the requirements of Family Code 6550-6552. In addition, a student with an active IEP will require the review and signature of a certificated or licensed member of their Special Education Individual Education Plan (IEP) team on the written agreement.

Parents should be reminded of their consent rights pursuant to 34 CFR section 300.300, including the right to refuse consent to placement related services or the entire IEP.

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However, For the 2021-22 school year only, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the pupil no later than 30 days after the first day of instruction.

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Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the CDE. (Education Code 51749.6)

The student's or

A signed learning agreement from a parent/guardian's signature/guardian of a student who is less than 18 years of age shall constitute the parent/guardian's permission for the student to receive instruction through course-based independent study. (Education Code 51749.6)

The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)

**Student-Parent-Educator Conferences**

Upon the request of a student's parent/guardian, and before signing a written agreement as described above, the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference, or other meeting during which the student, parent/guardian, or their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51749.6)

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or, if requested by a parent/guardian, prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

#### Records

##### ~~for Audit Purposes~~

The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)~~The Superintendent or designee shall ensure that records are maintained for audit purposes.~~

These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1.  
~~1.~~ A copy of the Board policy, administrative regulation, and other procedures related to independent study
2.  
~~2.~~ A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
3.  
~~3.~~ A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher
4.  
~~4.~~ As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons
5.  
~~5.~~ Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)
6.  
~~6.~~ Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program. A student who does not participate in independent study on a school day scheduled live interaction or synchronous instruction shall be documented as non-participatory for that school day. (Education Code 51747.5)

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Assigned to Karen Wiker

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I believe this should be 51749.5 - only section in the ind study Ed Code section record retention mentioned

The Superintendent or designee also shall also maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

*(cf. 3580—District Records)*

The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. (Education Code 51747)

### **Program Evaluation**

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

*(cf. 0500—Accountability)*

*(cf. 5121—Grades/Evaluation of Student Achievement)*

*(cf. 6162.5—Student Assessment)*

Legal Reference:

EDUCATION CODE

~~17289 Exemption for building~~

~~41020 Audit guidelines~~

~~41976.2 Independent study programs; adult education funding~~

~~42238 Revenue limits~~

~~42238.05 Local control funding formula; average daily attendance~~

~~44865 Qualifications for home teachers and teachers in special classes and schools; consent to assignment~~

~~46200-46208 Instructional day and year~~

~~46300-46307.1 Methods of computing average daily attendance~~

~~46390-46393 Emergency average daily attendance~~

~~46600 Interdistrict attendance computation~~

~~47612-47612.1 Charter school operation~~

~~47612.5 Independent study in charter schools~~

~~48204 Residency~~

~~48206.3 Home or hospital instruction; students with temporary disabilities~~

~~48220 Classes of children exempted~~

~~48340 Improvement of pupil attendance~~

~~48915 Expulsion; particular circumstances~~

~~48916.1 Educational program requirements for expelled students~~

~~48917 Suspension of expulsion order~~

~~49011 Student fees~~

~~51225.3 Requirements for high school graduation~~

~~51745-51749.6 Independent study programs~~

~~52060 Local control and accountability plan~~

~~52522 Adult education alternative instructional delivery~~

~~52523 Adult education as supplement to high school curriculum; criteria~~  
~~56026 Individual with exceptional needs~~

~~58500-58512 Alternative schools and programs of choice~~

FAMILY CODE

~~6550 Authorization affidavits~~

CODE OF REGULATIONS, TITLE 5

~~11700-11703 Independent study~~

UNITED STATES CODE, TITLE 20

~~6301 Highly qualified teachers~~

~~6311 State plans~~

COURT DECISIONS

[Modesto City Schools v. Education Audits Appeal Panel, \(2004\) 123 Cal.App.4th 1365](#)

Management Resources:

[Elements of Exemplary Independent Study](#)

[California Digital Learning Integration and Standards Guidance, April 2021](#)

[EDUCATION AUDIT APPEALS PANEL PUBLICATIONS](#)

[Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting](#)

WEB SITES

California Consortium for Independent Study: <http://www.ccis.org>

California Department of Education, Independent Study: <http://www.cde.ca.gov/sp/eois>

Education Audit Appeals Panel: <http://www.eaap.ca.gov>

Policy **SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

adopted: November 16, 1998 Sacramento, California

revised: April 15, 2002

revised: August 19, 2024

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Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 11700-11705	Independent study
Ed. Code 17289	Exemption for facilities
Ed. Code 41020	Requirement for annual audit
Ed. Code 41422	Apportionment credit for student inability to attend in-person or school closure due to COVID-19
Ed. Code 41976.2	Independent study programs; adult education funding
Ed. Code 42238	Revenue limits
Ed. Code 42238.05	Local control funding formula; average daily attendance
Ed. Code 44865	Qualifications for home teachers
Ed. Code 46100	Length of school day
Ed. Code 46200-46208	Incentives for longer instructional day and year
Ed. Code 46300-46307.1	Methods of computing average daily attendance
Ed. Code 46390-46393	Emergency average daily attendance
Ed. Code 46600	Interdistrict attendance computation
Ed. Code 47612-47612.1	Charter School Operation
Ed. Code 47612.5	Charter schools operations, general requirements
Ed. Code 48204	Residency requirements for school attendance
Ed. Code 48206.3	Home or hospital instruction; students with temporary disabilities
Ed. Code 48220	Classes of children exempted

Ed. Code 48340	Improvement of pupil attendance
Ed. Code 48915	Expulsion; particular circumstances
Ed. Code 48916.1	Educational program requirements for expelled students
Ed. Code 48917	Suspension of expulsion order
Ed. Code 49011	Student fees
Ed. Code 51225.3	High school graduation
Ed. Code 51745-51749.6	Independent study
Ed. Code 52060	Local Control and Accountability Plan
Ed. Code 52522	Adult education alternative instructional delivery
Ed. Code 52523	Adult education as supplement to high school curriculum; criteria
Ed. Code 56026	Individual with exceptional needs
Ed. Code 58500-58512	Alternative schools and programs of choice
Fam. Code 6550-6552	Caregivers
<b>Federal</b>	<b>Description</b>
20 USC 6301	Highly qualified teachers
20 USC 6311	State plan
<b>Management Resources</b>	<b>Description</b>
California Department of Education Publication	Legal Requirements for Independent Study, 2021
California Department of Education Publication	Conducting Individualized Determinations of Need, 2021
California Department of Education Publication	Clarifications for Student Learning in Quarantine, 2021
California Department of Education Publication	2021-22 AA & IT Independent Study FAQs, 2021
California Department of Education Publication	California Digital Learning Integration and Standards Guidance, April 2021
California Department of Education Publication	Elements of Exemplary Independent Study
Court Decision	Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365
Education Audit Appeals Panel Publication	Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting
Website	<a href="#">California Consortium for Independent Study</a>
Website	<a href="#">California Department of Education, Independent Study</a>
Website	<a href="#">Education Audit Appeals Panel</a>
<b>Cross References</b>	
<b>Code</b>	<b>Description</b>
0410	<a href="#">Nondiscrimination In District Programs And Activities</a>
0420.4	<a href="#">Charter School Authorization</a>
0420.4	<a href="#">Charter School Authorization</a>

0470	<a href="#"><u>COVID-19 Mitigation Plan</u></a>
0500	<a href="#"><u>Accountability</u></a>
3260	<a href="#"><u>Fees And Charges</u></a>
3260	<a href="#"><u>Fees And Charges</u></a>
3516.5	<a href="#"><u>Emergency Schedules</u></a>
3580	<a href="#"><u>District Records</u></a>
3580	<a href="#"><u>District Records</u></a>
4112.2	<a href="#"><u>Certification</u></a>
4112.2	<a href="#"><u>Certification</u></a>
4131	<a href="#"><u>Staff Development</u></a>
5111.1	<a href="#"><u>District Residency</u></a>
5111.1	<a href="#"><u>District Residency</u></a>
5112.3	<a href="#"><u>Student Leave Of Absence</u></a>
5112.3	<a href="#"><u>Student Leave Of Absence</u></a>
5113	<a href="#"><u>Absences And Excuses</u></a>
5113	<a href="#"><u>Absences And Excuses</u></a>
5113.1	<a href="#"><u>Chronic Absence And Truancy</u></a>
5113.1	<a href="#"><u>Chronic Absence And Truancy</u></a>
5121	<a href="#"><u>Grades/Evaluation Of Student Achievement</u></a>
5121	<a href="#"><u>Grades/Evaluation Of Student Achievement</u></a>
5125	<a href="#"><u>Student Records</u></a>
5125	<a href="#"><u>Student Records</u></a>
5126	<a href="#"><u>Awards For Achievement</u></a>
5126	<a href="#"><u>Awards For Achievement</u></a>
5141.22	<a href="#"><u>Infectious Diseases</u></a>
5141.22	<a href="#"><u>Infectious Diseases</u></a>
5141.31	<a href="#"><u>Immunizations</u></a>
5141.31	<a href="#"><u>Immunizations</u></a>
5144.1	<a href="#"><u>Suspension And Expulsion/Due Process</u></a>
5144.1	<a href="#"><u>Suspension And Expulsion/Due Process</u></a>
5146	<a href="#"><u>Married/Pregnant/Parenting Students</u></a>
5147	<a href="#"><u>Dropout Prevention</u></a>
6000	<a href="#"><u>Concepts And Roles</u></a>
6011	<a href="#"><u>Academic Standards</u></a>
6111	<a href="#"><u>School Calendar</u></a>
6112	<a href="#"><u>School Day</u></a>

6112	<a href="#"><u>School Day</u></a>
6142.4	<a href="#"><u>Service Learning/Community Service Classes</u></a>
6143	<a href="#"><u>Courses Of Study</u></a>
6143	<a href="#"><u>Courses Of Study</u></a>
6146.1	<a href="#"><u>High School Graduation Requirements</u></a>
6146.1	<a href="#"><u>High School Graduation Requirements</u></a>
6146.11	<a href="#"><u>Alternative Credits Toward Graduation</u></a>
6146.11	<a href="#"><u>Alternative Credits Toward Graduation</u></a>
6152	<a href="#"><u>Class Assignment</u></a>
6159	<a href="#"><u>Individualized Education Program</u></a>
6159	<a href="#"><u>Individualized Education Program</u></a>
6162.5	<a href="#"><u>Student Assessment</u></a>
6162.51	<a href="#"><u>State Academic Achievement Tests</u></a>
6162.51	<a href="#"><u>State Academic Achievement Tests</u></a>
6164.5	<a href="#"><u>Student Success Teams</u></a>
6164.5	<a href="#"><u>Student Success Teams</u></a>
6172	<a href="#"><u>Gifted And Talented Student Program</u></a>
6172	<a href="#"><u>Gifted And Talented Student Program</u></a>
6181	<a href="#"><u>Alternative Schools/Programs Of Choice</u></a>
6181	<a href="#"><u>Alternative Schools/Programs Of Choice</u></a>
6183	<a href="#"><u>Home And Hospital Instruction</u></a>
6184	<a href="#"><u>Continuation Education</u></a>
6184	<a href="#"><u>Continuation Education</u></a>
6185	<a href="#"><u>Community Day School</u></a>
6185	<a href="#"><u>Community Day School</u></a>
6200	<a href="#"><u>Adult Education</u></a>
6200	<a href="#"><u>Adult Education</u></a>

**Policy 6158: Independent Study**

**Status: ADOPTED**

**Original Adopted Date: 03/01/2005 | Last Revised Date: 12/01/2021 | Last Reviewed Date: 12/01/2021**

The Governing Board authorizes independent study as an optional alternative instructional strategy for students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered on a full-time or part-time basis and in conjunction with part- or full-time classroom study.

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, and an online course.

Participation in independent study shall be voluntary. (Education Code 51747, 51749.5, 51749.6)

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

The minimum period of time for any independent study option shall be three consecutive school days. (Education Code 51747)

Education Code section 51745(c) states that a student with an IEP may participate in independent study if the student's IEP specifically provides for that participation.

In accordance with Education Code 26393 in the event of an emergency school closure, Independent Study will be offered to students within 10 days of the first day of a school closure.

**General Independent Study Requirements**

For the 2022-23 school year and thereafter, the Superintendent or designee may offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for independent study and is likely to succeed in independent study as well as or better than the student would in the regular classroom setting.

The minimum instructional minutes for students participating in independent study shall be the same as required for their peers at the school who are receiving in-person instruction, except as otherwise permitted by law. (Education Code 46100)

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than one week after assigned for all grade levels and types of program. When necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due. However, in no event shall the due date of an assignment be extended beyond the termination date of the agreement.



An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060
2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments
3. Learning of required concepts, as determined by the supervising teacher
4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. (Education Code 51747)

The Superintendent or designee shall ensure that students participating in independent study for 15 school days or more receive the following while engaging in independent study: (Education Code 51747)

1. For students in grades transitional kindergarten, kindergarten, and grades 1 to 3, opportunities for daily synchronous instruction
2. For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction
3. For students in grades 9-12, opportunities for at least weekly synchronous instruction

The Superintendent or designee shall ensure that procedures for the tiered reengagement strategies below are used for all students participating in an independent study program for 15 school days or more who: (Education Code 51747)

1. Are not generating attendance for more than three school days or 50 percent of the instructional days in a school week, or 10 percent of required minimum instructional time over four continuous weeks of the district's approved instructional calendar.
2. Are found to be not participatory pursuant to Section 51747.5 for more than the greater of three school days or 60 percent of the scheduled days of synchronous instruction in a school month as applicable by grade span.
3. Are in violation of their written agreement

Tiered reengagement strategies procedures used in district independent study programs shall include, but are not necessarily limited to, all of the following: (Education Code 51747)

1. Verification of current contact information for each enrolled student
2. Notification to parents/guardians of lack of participation within one school day of the recording of a non-attendance day or lack of participation
3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary

4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being

For students participating in independent study for 15 days or more, the Superintendent or designee shall develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case later than five instructional days. (Education Code 51747)

The Superintendent or designee shall ensure that a written master agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

Upon the request of the parent/guardian of a student, and before signing a written agreement as described below in the section "Master Agreement," the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, and, if requested, their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

Students are exempted from subdivision d) tiered reengagement procedures, e) opportunities for synchronous instruction and live interaction and f) transition plan to in-person instruction of EC sections 51747 if the following conditions are met:

1. The student participates in independent study for fewer than 15 cumulative school days in a school year, or
2. The student is enrolled in a comprehensive school for classroom-based instruction and under the care of appropriately licensed professionals, participating in independent study due to necessary medical treatments or inpatient treatment for mental health care or substance abuse.

### **Master Agreement**

A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. (Education Code 46300, 51747; 5 CCR 11703)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but are not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The frequency, time, place and manner for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress
2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one

school year

6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
8. A statement that independent study is an optional educational alternative in which no student may be required to participate
9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

Before the commencement of independent study, the agreement shall be signed and dated by the student, the student's parent or guardian (if the student is under age 18 years), the certificated employee designated as having responsibility for the general supervision of the independent study program, and the certificated employee designated as having responsibility for the special education programming of the student, as applicable.

Parents should be reminded of their consent rights pursuant to 34 CFR section 300.300, including the right to refuse consent to placement related services or the entire IEP.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

### **Course-Based Independent Study**

The district's course-based independent study program for students in grades TK-12 shall be subject to the following requirements: (Education Code 51749.5)

1. A signed learning agreement shall be completed and on file for each participating student, pursuant to Education Code 51749.6
2. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction.
3. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality and to provide intellectual challenge that is substantially equivalent to in-person, classroom-based instruction, and shall be aligned to all relevant local and state content standards. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. The certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses. The certification shall also include plans to provide opportunities throughout the school year, for students in transitional kindergarten, kindergarten, and grades 1-3 to receive daily synchronous instruction, for students

in grades 4-8, to receive both daily live interaction and at least weekly synchronous instruction, and for students in grades 9-12 to receive at least weekly synchronous instruction.

4. Students enrolled in independent study courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, 46300.4, 47612, and 47612.1, and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 47612, 48204, and 51747.3.
5. For each student participating in an independent study course, satisfactory educational progress shall be determined based on the student's achievement and engagement in the independent study program, as indicated by their performance on applicable student-level measures of student achievement and student engagement set forth in Education Code 52060, completion of assignments, assessments, or other indicators that evidence that the student is working on assignments, learning of required concepts, as determined by the supervising teacher, and progress toward successful completion of the course of study or individual course, as determined by the supervising teacher.

If satisfactory educational progress in an independent study class is not being made, the teacher shall notify the student and, if the student is under age 18 years, the student's parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether the student should be referred to an alternative program, which may include, but is not limited to, a regular school program. A written record of the evaluation findings shall be a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

Procedures for tiered reengagement strategies (as listed above ) shall be used for all students who are not making satisfactory educational progress in one or more courses or who are in violation of the written learning agreement, as described in the section "Learning Agreement for Course-Based Independent Study" below. These procedures shall include, but are not necessarily limited to, the verification of current contact information for each enrolled student, notification to parents/guardians of lack of participation within one school day of the absence or lack of participation, a plan for outreach from the school to determine student needs, including connection with health and social services as necessary, and a clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being.

6. Examinations shall be administered by a proctor.
7. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.
8. A student shall not be required to enroll in courses included in the course-based independent study program.
9. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.
10. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.
11. Courses required for high school graduation or for admission to the University of California or California State University shall not be offered exclusively through independent study.
12. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.

13. A student shall not be prohibited from participating in independent study solely on the basis that the student does not have the materials, equipment, or access to Internet connectivity necessary to participate in the course.
14. A student with disabilities, as defined in Education Code 56026, shall not participate in course-based independent study, unless the student's individualized education program specifically provides for that participation.
15. A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through course-based independent study.
16. The district shall maintain a plan to transition any student whose family wishes to return to in-person instruction from course-based independent study expeditiously, and, in no case, later than five instructional days.

### **Learning Agreement for Course-Based Independent Study**

Before enrolling a student in a course within this program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, the student's parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

1. A summary of the district's policies and procedures related to course-based independent study pursuant to Education Code 51749.5
2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to item #3 of the Course-Based Independent Study section above
3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years
4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program
5. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
6. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
7. A statement that enrollment is an optional educational alternative in which no student may be required to participate. In the case of a student who is suspended or expelled, or who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through course-based independent study only if the student is offered the alternative of classroom instruction.
8. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding a student's academic progress.
9. The objectives and methods of study for the student's work, and the methods used to evaluate that work.

10. A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in course-based independent study.
11. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the learning agreement, to be earned by the student upon completion.
12. For 2022-23 school year and thereafter, before the commencement of an independent study course, the learning agreement shall be signed and dated by the student, parent or guardian (if the student is less than 18 years of age), the certificated employee who has been designated as having responsibility for the general supervision of the independent study program, and the certificated employee designated as having responsibility for the special education programming of the student, as applicable.

Parents should be reminded of their consent rights pursuant to 34 CFR section 300.300, including the right to refuse consent to placement related services or the entire IEP.

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the CDE. (Education Code 51749.6)

A signed learning agreement from a parent/guardian of a student who is less than 18 years of age shall constitute the parent/guardian's permission for the student to receive instruction through course-based independent study. (Education Code 51749.6)

#### **Student-Parent-Educator Conferences**

Upon the request of a student's parent/guardian, and before signing a written agreement as described above, the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference, or other meeting during which the student, parent/guardian, or their advocate may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51749.6)

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or, if requested by a parent/guardian, prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

#### **Records**

The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)

These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher
4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by

the supervising teacher if they are two different persons

5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)
6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program. A student who does not participate in scheduled live interaction or synchronous instruction shall be documented as non-participatory for that school day. (Education Code 51747.5)

The Superintendent or designee shall also maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. (Education Code 51747)

### **Program Evaluation**

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

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#### **Policy Reference Disclaimer:**

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

<b>State</b>	<b>Description</b>
5 CCR 11700-11705	Independent study
Ed. Code 17289	Exemption for facilities
Ed. Code 41020	Requirement for annual audit
Ed. Code 41422	Apportionment credit for student inability to attend in-person or school closure due to COVID-19
Ed. Code 41976.2	Independent study programs; adult education funding
Ed. Code 42238	Revenue limits
Ed. Code 42238.05	Local control funding formula; average daily attendance
Ed. Code 44865	Qualifications for home teachers
Ed. Code 46100	Length of school day
Ed. Code 46200-46208	Incentives for longer instructional day and year

Ed. Code 46300-46307.1	Methods of computing average daily attendance
Ed. Code 46390-46393	Emergency average daily attendance
Ed. Code 46600	Interdistrict attendance computation
Ed. Code 47612-47612.1	Charter School Operation
Ed. Code 47612.5	Charter schools operations, general requirements
Ed. Code 48204	Residency requirements for school attendance
Ed. Code 48206.3	Home or hospital instruction; students with temporary disabilities
Ed. Code 48220	Classes of children exempted
Ed. Code 48340	Improvement of pupil attendance
Ed. Code 48915	Expulsion; particular circumstances
Ed. Code 48916.1	Educational program requirements for expelled students
Ed. Code 48917	Suspension of expulsion order
Ed. Code 49011	Student fees
Ed. Code 51225.3	High school graduation
Ed. Code 51745-51749.6	Independent study
Ed. Code 52060	Local Control and Accountability Plan
Ed. Code 52522	Adult education alternative instructional delivery
Ed. Code 52523	Adult education as supplement to high school curriculum; criteria
Ed. Code 56026	Individual with exceptional needs
Ed. Code 58500-58512	Alternative schools and programs of choice
Fam. Code 6550-6552	Caregivers
<b>Federal</b>	<b>Description</b>
20 USC 6301	Highly qualified teachers
20 USC 6311	State plan
<b>Management Resources</b>	<b>Description</b>
California Department of Education Publication	Legal Requirements for Independent Study, 2021
California Department of Education Publication	Conducting Individualized Determinations of Need, 2021
California Department of Education Publication	Clarifications for Student Learning in Quarantine, 2021
California Department of Education Publication	2021-22 AA & IT Independent Study FAQs, 2021
California Department of Education Publication	California Digital Learning Integration and Standards Guidance, April 2021
California Department of Education Publication	Elements of Exemplary Independent Study
Court Decision	Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365



Education Audit Appeals Panel  
Publication

Website

Website

Website

Guide for Annual Audits of K-12 Local Education Agencies  
and State Compliance Reporting

[California Consortium for Independent Study](#)

[California Department of Education, Independent Study](#)

[Education Audit Appeals Panel](#)

**Cross References**

<b>Code</b>	<b>Description</b>
0410	<a href="#">Nondiscrimination In District Programs And Activities</a>
0420.4	<a href="#">Charter School Authorization</a>
0420.4	<a href="#">Charter School Authorization</a>
0470	<a href="#">COVID-19 Mitigation Plan</a>
0500	<a href="#">Accountability</a>
3260	<a href="#">Fees And Charges</a>
3260	<a href="#">Fees And Charges</a>
3516.5	<a href="#">Emergency Schedules</a>
3580	<a href="#">District Records</a>
3580	<a href="#">District Records</a>
4112.2	<a href="#">Certification</a>
4112.2	<a href="#">Certification</a>
4131	<a href="#">Staff Development</a>
5111.1	<a href="#">District Residency</a>
5111.1	<a href="#">District Residency</a>
5112.3	<a href="#">Student Leave Of Absence</a>
5112.3	<a href="#">Student Leave Of Absence</a>
5113	<a href="#">Absences And Excuses</a>
5113	<a href="#">Absences And Excuses</a>
5113.1	<a href="#">Chronic Absence And Truancy</a>
5113.1	<a href="#">Chronic Absence And Truancy</a>
5121	<a href="#">Grades/Evaluation Of Student Achievement</a>
5121	<a href="#">Grades/Evaluation Of Student Achievement</a>
5125	<a href="#">Student Records</a>
5125	<a href="#">Student Records</a>
5126	<a href="#">Awards For Achievement</a>
5126	<a href="#">Awards For Achievement</a>
5141.22	<a href="#">Infectious Diseases</a>
5141.22	<a href="#">Infectious Diseases</a>

5141.31	<a href="#"><u>Immunizations</u></a>
5141.31	<a href="#"><u>Immunizations</u></a>
5144.1	<a href="#"><u>Suspension And Expulsion/Due Process</u></a>
5144.1	<a href="#"><u>Suspension And Expulsion/Due Process</u></a>
5146	<a href="#"><u>Married/Pregnant/Parenting Students</u></a>
5147	<a href="#"><u>Dropout Prevention</u></a>
6000	<a href="#"><u>Concepts And Roles</u></a>
6011	<a href="#"><u>Academic Standards</u></a>
6111	<a href="#"><u>School Calendar</u></a>
6112	<a href="#"><u>School Day</u></a>
6112	<a href="#"><u>School Day</u></a>
6142.4	<a href="#"><u>Service Learning/Community Service Classes</u></a>
6143	<a href="#"><u>Courses Of Study</u></a>
6143	<a href="#"><u>Courses Of Study</u></a>
6146.1	<a href="#"><u>High School Graduation Requirements</u></a>
6146.1	<a href="#"><u>High School Graduation Requirements</u></a>
6146.11	<a href="#"><u>Alternative Credits Toward Graduation</u></a>
6146.11	<a href="#"><u>Alternative Credits Toward Graduation</u></a>
6152	<a href="#"><u>Class Assignment</u></a>
6159	<a href="#"><u>Individualized Education Program</u></a>
6159	<a href="#"><u>Individualized Education Program</u></a>
6162.5	<a href="#"><u>Student Assessment</u></a>
6162.51	<a href="#"><u>State Academic Achievement Tests</u></a>
6162.51	<a href="#"><u>State Academic Achievement Tests</u></a>
6164.5	<a href="#"><u>Student Success Teams</u></a>
6164.5	<a href="#"><u>Student Success Teams</u></a>
6172	<a href="#"><u>Gifted And Talented Student Program</u></a>
6172	<a href="#"><u>Gifted And Talented Student Program</u></a>
6181	<a href="#"><u>Alternative Schools/Programs Of Choice</u></a>
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6200

Adult Education



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1f

**Meeting Date:** April 4, 2024

**Subject:** Approve Mandatory Reporting to the Sacramento County Office of Education – Uniform Complaints Regarding the Williams Settlement Processed for the Period of January 2024 through March 2024.

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

**Division:** Human Resource Services

**Recommendation:** Approve Mandatory Reporting to the Sacramento County Office of Education – Uniform Complaints Regarding the Williams Settlement Processed for the Period of January 2024 through March 2024.

**Background/Rationale:** The Williams Settlement Case and Education Code §35186 states that persons may now use the uniform complaint process to file complaints regarding deficiencies in instructional materials, facility problems, and teacher vacancy or mis-assignment. The District is required to report on these complaints to the Superintendent of the Sacramento County Office of Education. The report must contain the number of complaints by general subject area and the number of resolved and unresolved complaints.

**Financial Considerations:** None

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

**Documents Attached:**

1. Complaint Report – Attachment A-1

**Estimated Time of Presentation:** N/A

**Submitted by:** Cancy McArn, Chief Human Resources Officer

**Approved by:** Lisa Allen, Interim Superintendent

Sacramento City Unified School District  
Complaint Report  
Submitted to the Superintendent  
Sacramento County Office of Education  
Pursuant to Education Code 35186

**January 2024 through March 2024**

<b>Number of Complaints</b>	<b>Instructional Material</b>	<b>Facilities</b>	<b>Teacher Vacancy and Misassignment</b>	<b>CAHSEE</b>	<b>Resolved</b>	<b>Unresolved</b>
0	0	0	0	0	0	0
<b>Total: 0</b>						



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1g

**Meeting Date:** April 4, 2024

**Subject:** Approve SETA Head Start Budget Carryover from 2022-2023 to 2023-2024

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

**Division:** Early Learning and Care

**Recommendation:** Request to carry the remaining Head Start funds from Year 3 (2022-23) to Year 4 (2023-2024).

**Background/Rationale:** Due to the California Department of Education holding harmless for the 2022-2023 school year, we were able to use the CSPP funds instead of Head Start to help offset the cost of large improvement projects, in which those funds would not be carried over.

**Financial Considerations:** Request to carry the remaining Head Start funds from Year 1 (202-21) \$494,080, Year 2 (2021-22) \$206,308, and Year 3 (2022-23) \$580,620 totaling \$1,281,008 from Year 3 (2022-23) to Year 4 (2023-2024).

**LCAP Goal(s):**

- Goal 1: College Career Readiness
- Goal 2: Foundational Educational Experience with Equitable Opportunities for ALL students
- Goal 3: Integrated Supports
- Goal 4: Culture and Climate – Dismantling Systems
- Goal 6: Implementation of MTSS/Data-Based Decision Making
- Goal 8: Basic Services and Districtwide Operations/Supports

**Documents Attached:**

1. Request for Program Approach Change and/or Budget Modification

<p><b>Estimated Time of Presentation:</b> N/A</p> <p><b>Submitted by:</b> Yvonne Wright, Chief Academic Officer E'leva Hughes Gibson, Assistant Superintendent</p> <p><b>Approved by:</b> Lisa Allen, Interim Superintendent</p>
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REQUEST FOR PROGRAM APPROACH CHANGE AND/OR BUDGET MODIFICATION

Delegate/Partner: Sacramento City Unified School District

Funding Source:  Head Start  Early Head Start  Both

Agreement Number: 23C5551S0 Date: 02/20/2024

**I. I/We are requesting the following exhibit(s), attached to the agreement contract referenced above, be modified:**

Please check the type of request(s):

**Program Options**

**Budget Modification** (changing the dollar amount between cost categories)

For Program Year: \_\_\_\_\_

Does this involve the purchase of a fixed asset?  Yes  No

*(ACF approval required for all fixed asset purchases)*

Will the project be over \$250,000?  Yes  No

*(1303ilities Renovation/Repair Application will be required)*

**Budget Carryover**

From Program Year: 2022-2023 to Program Year 2023-2024

*(Requires ACF approval)*

**Change in service days / Calendar Change**

**Change in Centers / Temporary Closure**

**Class-size Waiver Request** (to enroll up to 24 children in a class(es))

*(Requires ACF approval)*

**One-time Health and Safety Program Improvement Funding Request** (pending available funds)

**Other:** \_\_\_\_\_

**II. Please identify what is in the original agreement and describe the change being requested.**

We are requesting to carryover the remaining funds from Year 1 (2020-21) \$494,080, Year 2 (2021-22) \$206,308 and Year 3 (2022-23) \$580,620 totaling \$1,281,008 from Year 3 (2022-23) to Year 4 (2023-2024). Due to the California Department of Education holding harmless for the 2022-2023 school year, SCUSD is able to use additional CSPP funds to help offset the cost of large improvement projects, which are unable to be carried over to a new fiscal year.

REQUEST FOR PROGRAM APPROACH CHANGE AND/OR BUDGET MODIFICATION  
(Continued)

**III. The requested changes are justified based on the following:**

We request to carryover the funds from 2022-2023 to 2023-2024 school year. We plan to use the remaining funds to complete the large carpeting and flooring project as previously approved in the grant (Other category). This will be a great opportunity to improve conditions and services for children and families.

**IV. For a Budget Modification – Please complete this section if: 1) there are revisions in the budget as a result of the program approach change or 2) the request is specific to a Budget Modification.**

*NOTE: A Budget Narrative is required to be submitted with the updated Budget Worksheet*

Program Year <u>2022-2023</u>		Grant #: 09CH011763	
Cost Category/Item Description	Current Budget	Budget Modification	Updated Budget
Personnel			
Fringe Benefits			
Travel			
Equipment			
Supplies			
Contractual			
Construction			
Other			
<b>TOTAL</b>			
<b>Non-Federal Share</b> <i>(for Carryover Requests Only)</i>			
<b>Non-Federal Share</b>	<b>Current Budget</b>	<b>Budget Modification</b>	<b>Updated Budget</b>
	\$1,281,008	\$256,201	\$1,537,209
<b>Please describe how agency will obtain the Non-Federal Share:</b> Salaries and Benefits paid by other district funds in the Wrap and Full-day Preschool Programs will provide the required non-federal share.			



IV. I am authorizing that this request be submitted to SETA on behalf of the program referenced above and do so pursuant to the Resolution Authorizing Execution of Service Provider Subgrant/Delegate Agency Agreement/Service Contract from the Sacramento Employment and Training Agency included in this agreement contract.

DATE: 02/20/2024


  
\_\_\_\_\_  
(Authorized Signature)

Dr. E'Leva Hughes Gibson  
\_\_\_\_\_  
(Typed Name)

Assistant Superintendent, Early Learning and Care  
\_\_\_\_\_  
(Title)

**APPROVED BY POLICY COMMITTEE** (See instruction if required):

DATE OF MEETING: 03/21/2024

DATE: 03/21/2024   
\_\_\_\_\_  
(Signature of Chairperson, Policy Committee)

Angelina Mejia  
\_\_\_\_\_  
(Typed Name)

**APPROVED BY GOVERNING BODY** (See instructions if required):

DATE OF MEETING: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Chairperson, Board of Trustee or Board of Directors)

\_\_\_\_\_  
(Typed Name)

**APPROVED BY GRANTEE:**

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Karen Griffith, Head Start Deputy Director)

*For Internal Use Only*

Tracking:

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

\_\_\_\_\_  
(Melanie Nicolas,  
CFS Program Officer/Administration)

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

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

\_\_\_\_\_  
(Victor Han, Fiscal Manager)

Comments:



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 12.1h

**Meeting Date:** April 4, 2024

**Subject:** Approve SETA Head Start Budget Modification for 2023-2024

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

**Division:** Early Learning and Care

**Recommendation:** Request to move Head Start funds from T&TA to Travel.

**Background/Rationale:** Request budget modification to move \$30,061 of the T&TA funding for training and staff development to Travel, which includes out of state conferences, training, and staff development opportunities.

**Financial Considerations:** Request to move \$30,061 from T&TA to Travel.

**LCAP Goal(s):**

Goal 1: College Career Readiness

Goal 2: Foundational Educational Experience with Equitable Opportunities for ALL students

Goal 3: Integrated Supports

Goal 4: Culture and Climate – Dismantling Systems

Goal 6: Implementation of MTSS/Data-Based Decision Making

Goal 8: Basic Services and Districtwide Operations/Supports

**Documents Attached:**

1. Request for Program Approach Change and/or Budget Modification

**Estimated Time of Presentation:** N/A

**Submitted by:** Yvonne Wright, Chief Academic Officer

E'leva Hughes Gibson, Assistant Superintendent

**Approved by:** Lisa Allen, Interim Superintendent



REQUEST FOR PROGRAM APPROACH CHANGE AND/OR BUDGET MODIFICATION

Delegate/Partner: Sacramento City Unified School District

Funding Source:  Head Start  Early Head Start  Both

Agreement Number: 23C5551S0

Date: 2/21/2024

**I. I/We are requesting the following exhibit(s), attached to the agreement contract referenced above, be modified:**

*Please check the type of request(s):*

**Program Options**

**Budget Modification** (changing the dollar amount between cost categories)

*For Program Year: 2023-2024*

*Does this involve the purchase of a fixed asset?*  Yes  No

*(ACF approval required for all fixed asset purchases)*

*Will the project be over \$250,000?*  Yes  No

*(1303 Facilities Renovation/Repair Application will be required)*

**Budget Carryover**

*From Program Year: \_\_\_\_\_ to Program Year \_\_\_\_\_*

*(Requires ACF approval)*

**Change in service days / Calendar Change**

**Change in Centers / Temporary Closure**

**Class-size Waiver Request** (to enroll up to 24 children in a class(es))

*(Requires ACF approval)*

**One-time Health and Safety Program Improvement Funding Request** (pending available funds)

**Other:** \_\_\_\_\_

**II. Please identify what is in the original agreement and describe the change being requested.**

We are requesting this budget modification to move \$30,061 of our T&TA funding from training and staff development to travel, which includes out of state conferences, trainings, and staff development opportunities.

REQUEST FOR PROGRAM APPROACH CHANGE AND/OR BUDGET MODIFICATION  
(Continued)

**III. The requested changes are justified based on the following:**

SCUSD is committed to providing high quality education and instruction to all students in the district. Additional staff training and conference opportunities allows our department to continue to build upon our own knowledge and expertise, ensuring that we are able to support our children and families.

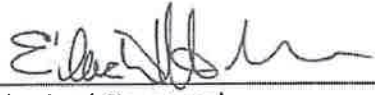
**IV. For a Budget Modification – Please complete this section if: 1) there are revisions in the budget as a result of the program approach change or 2) the request is specific to a Budget Modification.**

*NOTE: A Budget Narrative is required to be submitted with the updated Budget Worksheet*

Program Year <u>2023-2024</u>		Grant #: 09CH011763	
Cost Category/Item Description	Current Budget	Budget Modification	Updated Budget
<b>Personnel</b>			
<b>Fringe Benefits</b>			
<b>Travel</b>	0	\$30,061	\$30,061
<b>Equipment</b>			
<b>Supplies</b>			
<b>Contractual</b>			
<b>Construction</b>			
<b>Other</b>	\$30,061	0	\$0
<b>TOTAL</b>	<b>\$30,061</b>	<b>\$30,061</b>	<b>\$30,061</b>
<b>Non-Federal Share (for Carryover Requests Only)</b>			
<b>Non-Federal Share</b>	<b>Current Budget</b>	<b>Budget Modification</b>	<b>Updated Budget</b>
Please describe how agency will obtain the Non-Federal Share:			

N. I am authorizing that this request be submitted to SETA on behalf of the program referenced above and do so pursuant to the Resolution Authorizing Execution of Service Provider Subgrant/Delegate Agency Agreement/Service Contract from the Sacramento Employment and Training Agency included in this agreement contract.

DATE: 2/22/2024

  
(Authorized Signature)

Elera Gibson  
(Typed Name)

Assistant Superintendent  
(Title)

**APPROVED BY POLICY COMMITTEE** (See instruction if required):

DATE OF MEETING: 03-21-2024

DATE: 03/21/2024

  
(Signature of Chairperson, Policy Committee)

Angelina Mejia  
(Typed Name)

**APPROVED BY GOVERNING BODY** (See instructions if required):

DATE OF MEETING: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Chairperson, Board of Trustee or Board of Directors)

\_\_\_\_\_  
(Typed Name)

**APPROVED BY GRANTEE:**

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Karen Griffith, Head Start Deputy Director)

*For Internal Use Only*

Tracking:

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

\_\_\_\_\_  
(Melanie Nicolas,  
CFS Program Officer/Administration)

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

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

\_\_\_\_\_  
(Victor Han, Fiscal Manager)

Comments: