

Sacramento Valley Charter School
Transactional Report
July 14 - August 11, 2020

	<u>Account</u>	<u>Amount</u>
Total for 8096 - Cash in Lieu of Property Taxes	UNRESTRICTED REVENUE:0000 - Unrestricted:8096 - Cash in Lieu of Property Taxes	60,319.00
Total		<u>\$ 60,319.00</u>

Sacramento Valley Charter School
Check Detail
July 14 - August 11, 2020

Date	Num	Name	Memo/Description	Amount
07/21/2020	4177	MetLife	Life, ADD & LTD	344.76
07/21/2020	4178	The UPS Store	Postal Stamps and Mailing	382.29
07/21/2020	4179	WageWorks	Annual compliance fee	100.00
07/21/2020	4180	Nearpod Inc	For School edition License	1,833.34
07/21/2020	4181	Amazon.Com	For graduation decoration stuff	228.61
			For mailing envelopes, banker box	53.90
			Thermometer and Disposable mask	1,586.84
			Sales Tax	4.74
				1,864.61
07/29/2020	4182	MetLife	Life, ADD <D	343.96
08/07/2020	4183	Scholastic	For News and Science Pin	198.48
08/07/2020	4184	Wave Broadband	Phone & Internet	364.34
08/07/2020	4185	Curriculum Associates	Reading Instruction books for 1st -8th grade	3,219.77
08/07/2020	4186	The UPS Store	For Mailing and Postal Stamps	116.32
08/07/2020	4187	US Bank	For Professional development	1,734.00
			Phone and Internet	1,008.77
			For Software and Licence Fees	345.80
			Office Supplies	37.95
				3,126.52
08/11/2020	4188	TIAA Bank	For Copier Lease	99.99
08/11/2020	4189	Houghton Mifflin Harcourt	For Harcourt Go Math Grade 1-8	1,964.31
08/11/2020	4190	Victoria Dali	Invoice for month of July	1,890.00

**Sacramento Valley Charter School
West Sacramento, CA 95691**

Vice Principal

General Job Description

Vice Principal reports directly to the Principal and assume supervision on behalf of or in the absence of the Principal. Under general supervision of the school principal, assists in the operation of the school in the planning and direction of the instructional program, with all activities involving students and staff, and promotes strong public relations between the school and the community.

Specific Duties

- Meet with the Principal to discuss the implementation of school policies and programs.
- Assist the Principal in supervising and evaluating all tenure and non-tenure staff.
- Assist the Principal in assigning teachers to special duties, i.e. cafeteria duty, hall duty, etc.
- Assist the Principal in organizing the promotion ceremony.
- Administer the setup of homerooms.
- Assume responsibility of attendance and discipline.
- Assist in the supervision of pupil activities (dances, games, plays) which may occur in the evening or weekends.
- Prepare pupil census for local, state, and federal reports.
- Arrange and conduct State and Local Assessment tests.
- Complete reports for State and Local Assessment tests.
- Assume responsibility for the documentation needed for mandated programs.
- Arrange for class coverage in case of teacher absence.
- Assume the responsibility of student scheduling at the direction of the Principal.
- Assist the Principal in interpreting school programs to the community.
- Work with special service personnel and non-school agencies on pupil personnel problems.
- Meet with teachers, pupils, parents/guardians as needed.
- Assist the Principal in conducting orientation for incoming students.
- Assume responsibility for coordinating student/teacher and student/observer assignments.
- Assist the Principal in identifying areas related to the functioning of the school which can be computerized.
- Attend monthly Board of Education meeting when requested.
- Assist the Principal in reviewing new textbooks.
- Arrange personal time schedule to meet the requirements of the position of Vice Principal.
- Assist the Administrative Assistant in supervising the staff on cafeteria duty.
- Be knowledgeable of district and school goals and programs.
- Maintain an effective, positive working relationship with staff.

- Assist the Principal in arranging in-service workshops.
- Prepare and submit all reports, as requested by Principal, in proper writing and/or oral style and structure.
- Portray an effective role model for staff, students, parents/guardians, community members.
- Be knowledgeable of new educational trends.
- Assist the Principal in writing Professional Growth Plans.
- Complete additional assignments as directed by the Principal.
- Demonstrate global planning skills.
- Be visible in the halls and other parts of the building.
- Prepare and complete paperwork after school hours.
- Confer with Principal and Administrative Assistant on decisions concerning attendance and discipline problems.
- Performs other duties which may be assigned by the principal
- Demonstrated skill in handling IT related issues
- Be knowledgeable or qualified to administer special education testing and managing IEP

Qualifications

Must have a Master's Degree and Teaching credential and Administrative Service certification to be in compliance with California Department of Education Certification regulations.

Must have completed five (5) years of successful teaching in grades K-12.

Demonstrate ability to relate to the students, professional staff, parents/guardians, and members of the community. Preference will be given to a candidate who has teaching experience relating to Special Education and/or Information Technology.

Administrative Salary Schedule

Duty Days/Year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Principal (Administrative Credentia Intern/Preliminary) 220	80,000.00	82,400.00	84,900.00 (Cap at year 3; must make credential progress to advance)			
Principal (Administrative Credentia - Clear) with Asst Principal 220 (Cap years 6-9, then 3% increase at year 10 for longevity)	95,300.00	98,200.00	101,100.00	104,100.00	107,200.00	110,400.00
Principal (Administrative Credentia - Clear) without Asst Principal 220 (Cap years 6-9, then 3% increase at year 10 for longevity)	107,600.00	110,800.00	114,100.00	117,500.00	121,000.00	124,600.00
Vice Principal 215 (Cap years 6-9, then 3% increase at year 10 for longevity)	70,000.00	72,100.00	74,250.00	76,500.00	78,800.00	81,200.00
Stipend for PhD (not Masters)	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00

NOTE: When an Assistant Principal is hired, the existing Principal's salary will be frozen/capped (not cut, unless acted on by the Board).

Sacramento Valley Charter School Education Protection Account (EPA) 2019-20

The creation of the Education Protection Account (EPA) by Proposition 30, *The Schools and Local Public Safety Protection Act of 2012*, approved by the voters on November 6, 2012, temporarily increased the state's sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers.

Revenues generated from Proposition 30 are deposited into state account called the EPA and local agencies have the sole authority to determine how the funds received from the EPA are spent, with these provisos:

- The spending plan must be approved by the governing board during a public meeting
- EPA funds cannot be used for the salaries or benefits of administrators or any other administrative costs
- Each year, the local agency must publish on its website an accounting of how much money was received from the EPA and how the funds were expended

EPA funds are not additional revenue; it is an offset to the Revenue Limit. Approximately 20% of the school's total deficated revenue limit must be accounted for under the new SACS resource code 1400.

In addition to the above requirements, the school's annual financial audit must include verification that the EPA funds were used as specified by Proposition 30. There were no findings for EPA in the audit report.

At its June 5, 2019 meeting, the board approved the 2019-20 spending plan to use EPA funds for teacher salaries. An increase of \$2,708 for 2018-19 is included in the 2019-20 total revenue and expense. The revenue was received and the expenditures were applied by the end of the fiscal year. Due to a major decrease in statewide EPA revenue, EPA was revised retroactively and \$102,545 was due to the State at June 30, 2020.

2019-20 EPA Revenue and Expenditure Final Results

<u>REVENUE</u>	<u>SACS Resource</u>	<u>SACS Object</u>	
20% RL Redirected to EPA	1400	8012	\$220,345
<u>EXPENDITURES</u>			
Teacher salaries (non-admin)	1400	1100	\$220,345

All EPA funds were expended on non-administrative costs.

**Sacramento Valley Charter School
2020-21 Budget Narrative – 45-Day Revise
August 12, 2020**

The following narrative is provided to highlight and explain significant components and assumptions that have changed since the 2020-21 budget was adopted on June 24, 2020.

Revenue:

LCFF: The reason for the increase in LCFF revenue is the State's budget response to the COVID-19 fiscal impact is to keep funding flat. While the 10% decrease has not occurred, there is no additional funding for enrollment growth. Additionally, the State is using the highest level of deferrals ever to pay amounts due from February – June 2021 up to nine months late.

Federal Revenue: No change.

Other State Revenue: Other State revenue will increase by \$197,439 for Learning Loss Mitigation Funds (LLMF) and \$21,600 for the increased Special Education rate.

Local Revenue: No change.

Expenses:

Certificated: Added one professional development day for teachers using \$2,880 LLMF for distance learning.

Classified: No change.

Benefits: Added \$262 for statutory benefits on LLMF professional development above.

Books and Supplies: Added \$20,000 to instructional materials for distance learning additional copying needs and \$20,000 supplies for 30 additional Chromebooks/related devices for distance learning using LLMF.

Services and Operating Expenses: Added \$20,000 custodial services for daily sanitizing of Sellers Way during the school year, as needed. Increase of \$1,646 for authorizer fee based on increased LCFF. Added \$21,600 to special education placeholder equal to increased special education State rate. Added \$134,303 placeholder for LLMF.

Other Outgo/Financing Uses: No change.

Summary:

SVCS' financial position has improved since the budget was adopted. There will be challenges in 2020-21 and cash flow monitoring needs will remain. Once enrollment is confirmed and as the State budget is revised, any significant budget impacts will be shared with the Board at future Board meetings.

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Sacramento Valley Charter School

Fiscal Year Budget Cycle	2nd Interim	Adopted	Difference	45-Day Revise
	Budget	Budget		8/12/2020
	1/31/2020	6/24/2020		2020-21
	<u>2019-20</u>	<u>2020-21</u>		<u>2020-21</u>
Key Budget and Financial Variables				
Enrollment	278.00	280.00	-	280.00
Estimated School P2 ADA	260.53	267.00	(4.58)	262.42
Unduplicated Count - EL/FRLE	206.00	200.00	-	200.00
A. Revenues:				
State (using FCMAT LCOFF Calculator)				
Base Grade Span (includes CIL & EPA)	\$ 2,131,024	\$ 2,010,617	\$ 135,700	\$ 2,146,317
Supplemental and Concentration	462,219	428,382	28,913	457,295
PY Adj to CIL, EPA, State Aid	-	-	-	-
Subtotal - State Revenue	<u>\$ 2,593,243</u>	<u>\$ 2,438,999</u>	<u>\$ 164,613</u>	<u>\$ 2,603,612</u>
Federal (Spec Ed, ConApp, LLMF)	-	60,950	-	60,950
Other State (Lottery, MBG, SB740 CSFGP, Spec Ed, LLMF)	273,521	371,499	219,039	590,538
Local (bus, fund raising, donations, after school)	78,000	74,000	-	74,000
Total Revenue	<u>\$ 2,944,764</u>	<u>\$ 2,945,448</u>	<u>\$ 383,652</u>	<u>\$ 3,329,100</u>
B. Expenditures:				
1000-1999 Certificated Personnel Salaries	\$ 855,270	\$ 1,090,320	\$ 2,880	\$ 1,093,200
1100 Teachers (all)	732,550	869,650	-	869,650
1100 3 P.D. days, 18 teachers @ \$160/day + 50 hours@\$25/hr	4,920	7,010	2,880	9,890
1100.01 Substitutes (absence coverage)	14,400	17,280	-	17,280
1100.03 Substitutes for PD release time	2,400	2,880	-	2,880
1100 Teacher-in-Charge Stipend	2,000	2,000	-	2,000
1100 Hard-to-Fill Position (Math+Science) Stipends	2,000	2,000	-	2,000
1300 Asst Principal @ 210 days/yr	-	70,000	-	70,000
1300 Principal @ 220 days/yr	97,000	119,500	-	119,500
2000-2999 Classified Personnel Salaries	\$ 468,193	\$ 553,572	\$ 0	\$ 553,572
2100 Instructional Aides/EL, hourly (rates/hours vary, 180 days)	125,929	142,815	-	142,815
2200 Non-Certificated Support (drivers, food svc, tech)	196,888	251,685	(0)	251,685
2400 School Office/Clerical (all)	90,944	103,320	-	103,320
2900 Other Classified (RM, After School)	54,432	55,752	0	55,752
3000-3999 Employee Benefits	\$ 249,855	\$ 301,362	\$ 262	\$ 301,624
3300 OASDI and Medicare	103,892	129,046	226	129,272
3400 Health & Welfare	108,048	130,411	-	130,411
3500 State Unemployment	21,266	21,266	-	21,266
3600 Worker's Compensation	16,649	20,639	36	20,675
4000-4999 Books and Supplies	\$ 203,700	\$ 179,425	\$ 40,000	\$ 219,425
4100 Textbooks	61,500	41,725	20,000	61,725
4200 Other Books/Library	5,000	2,500	-	2,500
4300 Materials and Supplies	50,700	50,700	20,000	70,700
4300 Transportation - Gasoline	47,000	40,000	-	40,000
4400 Non-capitalized Furn/Equip (>\$500, <\$5,000)	5,000	2,500	-	2,500
4700 Food	32,000	40,000	-	40,000
4700 After School Program Snacks	2,500	2,000	-	2,000
5000-5999 Services and Other Operating Expenditures	\$ 703,286	\$ 800,316	\$ 177,549	\$ 977,865
5200 Travel & Conferences	3,000	3,000	-	3,000
5300 Dues & Memberships	3,200	4,000	-	4,000
5400 Insurance	45,092	48,937	-	48,937
5501 Operations & Housekeeping	34,791	33,330	20,000	53,330
5530 Utilities	15,000	15,000	-	15,000
5610 Facility Rent/Lease	280,344	280,344	-	280,344
5600 Facility Maintenance and Safety Improvements	15,400	7,500	-	7,500
5630 Copier Leases	9,660	9,660	-	9,660
5600 Transportation - Bus/Van Maint	41,500	35,000	-	35,000
5625 Van Rental for Student Transportation	-	-	-	-
5625 Contracted Student Transportation (Three Drivers)	29,500	29,500	-	29,500
5640 Food Service Shopping & Delivery	4,725	4,725	-	4,725

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Sacramento Valley Charter School

Fiscal Year Budget Cycle	2nd Interim	Adopted	Difference	45-Day Revise
	Budget	Budget		8/12/2020
	1/31/2020	6/24/2020		2020-21
	<u>2019-20</u>	<u>2020-21</u>		<u>2020-21</u>
5800 District Admin Oversight (1% State Aid)	25,932	24,390	1,646	26,036
5800 Nursing Services (screenings) est.	1,500	1,500	-	1,500
5800 Accounting Services	27,660	33,130	-	33,130
5820 Audit Services	11,025	11,025	-	11,025
5800 Fieldtrips	9,500	7,500	-	7,500
5810 Special Education Placeholder	-	140,000	21,600	161,600
5820 Learning Loss Mitigation Placeholder	-	-	134,303	134,303
5830 Legal Services	10,000	8,000	-	8,000
5800 Marketing/Recruiting	10,000	6,000	-	6,000
5800 Technology Upgrade	10,211	5,000	-	5,000
5800 Technology Support	15,000	15,000	-	15,000
5800 Other Contracted Srvc (ADP, banking, tech, licenses, driver training, S	60,471	40,000	-	40,000
5800 Prop 39 Expenses	-	-	-	-
5800 Professional Development	32,775	28,775	-	28,775
5900 Postage and Communications	7,000	9,000	-	9,000
6000-6999 Capital Outlay	\$ 111,345	\$ 117,533	\$ -	\$ 117,533
6400 Furniture and Equipment (>\$5,000)	-	-	-	-
6500 FF&E Replacement (>\$5,000)	-	-	-	-
6900 Depreciation Expense (non-cash)	111,345	117,533	-	117,533
Total Expenditures	\$ 2,591,649	\$ 3,042,528	\$ 220,691	\$ 3,263,219
Net Annual Operations	\$ 353,115	\$ (97,080)	\$ 162,961	\$ 65,881
7000-7999 Other Outgo/Other Financing (Sources)Uses				
7141 Special Ed. Pro-Rata Share of Unfunded Costs	\$ 190,775	\$ -	\$ -	\$ -
7438 Debt Service (bus loan interest 3 buses)	86	-	-	-
7438 Debt Service (bus loan interest 1 bus)	9,016	7,122	-	7,122
7438 Debt Service (bus loan interest 3 buses)	12,984	15,569	-	15,569
Other (Sources)/Uses (balance of PPP proceeds)	(75,840)	(211,472)	-	(211,472)
Total Other Outgo	\$ 137,021	\$ (188,781)	\$ -	\$ (188,781)
Net increase (decrease):	\$ 216,094	\$ 91,701	\$ 162,961	\$ 254,662
Beginning Balance	\$ 961,110	\$ 1,177,204	\$ 91,701	\$ 1,268,905
Ending Balance*	\$ 1,177,204	\$ 1,268,905	\$ 254,662	\$ 1,523,566
Bank cash balance at 6/30/2019:	\$272,076			
Book cash balance at 6/30/2019:	\$269,619			
Bank balance 06/30/2020^	\$1,015,037			
Est cash balance at 6/30/2021:	\$96,475			

^ The bank balance at 6/30/2020 includes 1) \$178,300 CSC Advance that will be offset in late Sept when the State releases the Sept apportionment and 2) \$287,312 PPP loan proceeds.

* Revised from 2nd Interim and Draft Budget since June State Aid will be deferred and expect EPA will be late so \$283,737 reduce cash balance plus \$178,300 CSC advance of LCFF State Aid and CiL Sept 2020 plus \$287,312 PPP less est \$70,000 used for 6/17/2020 final payroll of 2019-20 less \$5,840.50 25% June rent.

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Sacramento Valley Charter School

Fiscal Year Budget Cycle	45-day Revise	MYP	MYP
	2020-21	2021-22	2022-23
Key Budget and Financial Variables			
Enrollment	280.00	280.00	280.00
Estimated School P2 ADA	262.42	270.00	270.00
Unduplicated Count - EL/FRLE	200.00	195.00	195.00
A. Revenues:			
State (using FCMAT LCFF Calculator)			
Base Grade Span (includes CiL & EPA)	\$ 2,146,317	\$ 2,168,010	\$ 2,226,697
Supplemental and Concentration	457,295	467,467	477,493
PY Adj to Cil, EPA, State Aid	-	-	-
Subtotal - State Revenue	<u>\$2,603,612</u>	<u>\$2,635,477</u>	<u>\$2,704,190</u>
Federal (Spec Ed, ConApp, OTO)	60,950	60,950	60,950
Other State (Lottery, MBG, SB740 CSFGP)	590,538	394,099	394,099
Local (bus, fund raising, donations, after school)	74,000	74,000	74,000
Total Revenue	<u>\$ 3,329,100</u>	<u>\$ 3,164,526</u>	<u>\$ 3,233,239</u>
B. Expenditures:			
1000-1999 Certificated Personnel Salaries	\$1,093,200	\$1,106,250	\$1,123,250
1100 Teachers (all)	869,650	884,650	899,650
1100 3 P.D. days, 18 teachers @ \$160/day + 50 hours@\$20/hr	9,890	4,920	4,920
1100.01 Substitutes	17,280	17,280	17,280
1100.02 LT Subs at \$199/day	-	-	-
1100.03 Substitutes for PD	2,880	2,400	2,400
1100 Teacher-in-Charge Stipend	2,000	2,500	2,500
1100 Hard-to-Fill Position (Math+Science) Stipends	2,000	3,000	3,000
1300 Asst Principal @ 210 days/yr	70,000	71,000	72,000
1300 Principal @ 210 days/yr	119,500	120,500	121,500
2000-2999 Classified Personnel Salaries	\$553,572	\$548,643	\$559,616
2100 Instructional Aides/EL, hourly (rates/hours vary, 180 days)	142,815	145,671	148,585
2200 Non-Certificated Support (drivers, food srvc, tech)	251,685	240,719	245,533
2400 School Office/Clerical (all)	103,320	105,386	107,494
2900 Other Classified (RM, After School)	55,752	56,867	58,004
3000-3999 Employee Benefits	\$301,624	\$310,542	\$321,712
3300 OASDI and Medicare	129,272	129,909	132,105
3400 Health & Welfare	130,411	138,236	146,530
3500 State Unemployment	21,266	21,266	21,266
3600 Worker's Compensation	20,675	21,131	21,810
4000-4999 Books and Supplies	\$219,425	\$206,914	\$218,772
4100 Textbooks	61,725	61,500	61,500
4200 Other Books/Library	2,500	5,000	5,000
4300 Materials and Supplies (incl. after school)	70,700	52,114	63,156
4300 Transportation - Fuel	40,000	40,000	40,000
4400 Non-capitalized Furn/Equip (>\$500, <\$5,000)	2,500	5,000	5,000
4700 Food	40,000	40,800	41,616
4700 After School Program Snacks	2,000	2,500	2,500
5000-5999 Services and Other Operating Expenditures	\$977,865	\$854,521	\$875,212
5200 Travel & Conferences	3,000	3,000	3,000
5300 Dues & Memberships	4,000	4,000	4,000
5400 Insurance	48,937	50,160	51,414
5501 Operations & Housekeeping	53,330	40,000	41,000
5530 Utilities	15,000	15,000	15,000
5610 Facility Rent/Lease	280,344	287,297	296,662
5600 Facility Maintenance	7,500	7,688	7,880

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Sacramento Valley Charter School

Fiscal Year Budget Cycle	45-day Revise	MYP	MYP
	2020-21	2021-22	2022-23
5630 Copier Leases	9,660	9,660	9,660
5600 Transportation - Bus/Van Maint	35,000	41,500	41,500
5625 Van Rental for Student Transportation	29,500	29,500	29,500
5640 Food Service Shopping & Delivery	4,725	4,725	4,725
5800 District Admin Oversight (1% State Aid)	26,036	26,355	27,042
5800 Nursing Services (screenings) est.	1,500	1,575	1,654
5800 Accounting Services	33,130	33,130	33,130
5820 Audit Services	11,025	12,025	12,025
5800 Fieldtrips	7,500	9,500	9,500
5810 Special Education Placeholder	161,600	164,832	168,129
5820 Learning Loss Mitigation Placeholder	134,303	-	-
5830 Legal Services	8,000	8,000	10,000
5800 Marketing/Recruiting	6,000	8,000	10,000
5800 Technology Upgrade	5,000	5,000	5,000
5800 Technology Support	15,000	15,000	15,000
5800 Other Contracted Srvc (ADP, banking, tech, licenses, driver train	40,000	40,800	41,616
5800 Professional Development	28,775	28,775	28,775
5900 Postage and Communications	9,000	9,000	9,000
6000-6999 Capital Outlay	\$117,533	\$116,163	\$93,926
6400 Furniture and Equipment (>\$5,000)	-	-	-
6500 FF&E Replacement (>\$5,000)	-	-	-
6900 Depreciation Expense (non-cash)	117,533	116,163	93,926
Total Expenditures	\$3,263,219	\$3,143,034	\$3,192,488
Net Annual Operations	\$65,881	\$21,492	\$40,751
7000-7999 Other Outgo/Other Financing Uses			
7141 Special Ed. Pro-Rata Share of Unfunded Costs	\$ -	\$ -	\$ -
7438 Debt Service (bus loan interest 3 buses)	-	-	-
7438 Debt Service (bus loan interest 1 bus)	7,122	5,108	2,965
7438 Debt Service (bus loan interest 3 buses)	15,569	11,771	7,871
Other (Sources)/Uses	(211,472)	-	-
Total Other Outgo	\$ (188,781)	\$16,879	\$10,836
Net increase (decrease):	254,662	4,613	29,915
Beginning Balance	1,177,204	1,431,865	1,436,479
Ending Balance	<u>\$ 1,431,865</u>	<u>\$ 1,436,479</u>	<u>\$ 1,466,394</u>

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2020-21 for Adoption

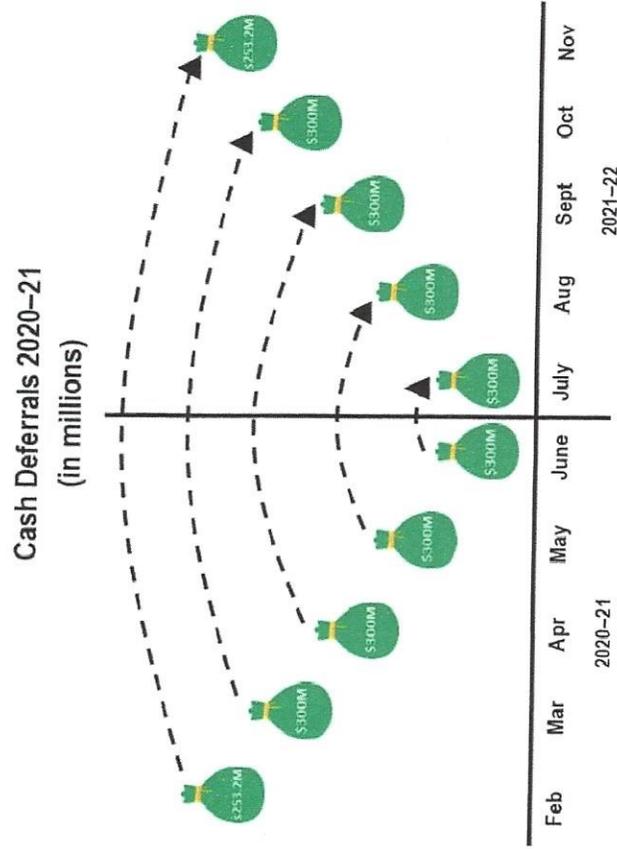
		July	August	September	October	November	December	January	February	March	April	May	June	EST. ACCRLS @ 6/30/21	TOTAL	BUDGET (Ck Fig)
A. BEGINNING CASH		1,015,037	932,739	946,227	1,031,947	972,011	990,464	969,871	1,004,877	753,907	631,066	368,104	181,813			
B. RECEIPTS																
Revenue Limit:																
8010-8019	State Aid, Incl. EPA	97,091	97,091	174,764	229,173	174,764	229,173	174,764	0	54,409	0	0	54,409	873,819	2,159,458	2,159,458
8020-8079	Other	0	26,649	53,298	35,532	35,532	35,532	35,532	35,532	74,618	37,309	37,309	37,309	0	444,154	444,154
8080-8086	Cash in Lieu of Prop Tax															
8100-8299	Federal Revenues															
8300-8599	Other State Revenues															
8600-8799	Other Local Revenues															
8910-8929	Interfund Transfers In															
8931-8979	All Other Financing Sources															
TOTAL RECEIPTS		97,091	162,235	327,325	301,596	321,186	291,664	245,557	51,049	195,340	64,510	85,117	103,668	1,082,759	3,329,100	3,329,100
C. DISBURSEMENTS																
1000-1999	Certificated Salaries		66,878	103,656	106,079	105,089	145,857	61,487	110,230	105,089	105,089	105,089	78,656		1,093,200	1,093,200
2000-2999	Classified Salaries		18,409	54,221	57,561	51,834	60,955	25,971	54,985	60,229	60,949	60,029	48,429		553,572	553,572
3000-3999	Employee Benefits	8,974	24,825	24,227	29,974	26,690	26,886	23,808	30,416	26,339	26,339	26,339	26,807		301,624	301,624
4000-4999	Books and Supplies	28,300	42,321	21,371	24,502	11,430	11,457	10,555	6,872	15,793	15,793	15,793	14,500	737	219,425	219,425
5000-5999	Services	30,290	47,513	126,355	48,341	105,965	45,402	77,030	87,816	99,056	107,627	73,008	73,008	56,455	977,865	977,865
6000-6999	Capital Outlay															
7000-7499	Other Outgo - SPED															
7600-7629	Interfund Transfers Out															
7630-7699	All Other Financing Uses - Bus Loans															
TOTAL DISBURSEMENTS		2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	1,500	1,191		22,691	22,691
D. BALANCE SHEET TRANSACTIONS																
9200-9299	Prepaid Expenditures															
9300-9399	Accounts Receivable	100,000	100,000	100,000	87,559											
9400-9499	Fixed Asset Addition															
9500-9599	Accounts Payable	200,000	37,000													
9640	Repayment of CSC Funding Advance	(9,825)	(9,800)	(9,775)	(170,885)	(9,725)	(9,700)	(9,700)	(9,700)	(9,675)	(9,675)	(9,650)				
9640	Principal Reduction on Buses	(109,825)	53,200	90,225	77,809	(9,725)	(9,700)	(9,700)	(9,700)	(9,675)	(9,675)	(9,650)	0	0	0	0
	Adjustment to Reconcile	(82,297)	13,489	86,720	(59,937)	8,453	(10,593)	35,006	(250,970)	(122,841)	(262,962)	(206,291)	(138,923)	1,025,567	160,724	160,724
TOTAL BALANCE SHEET TRANSACTIONS		932,739	946,227	1,031,947	972,011	980,464	969,871	1,004,877	753,907	631,066	368,104	161,813	22,890		3,168,376	3,168,376
E. NET INCREASE/DECREASE																
F. ENDING CASH																

NOTE: The reconciling item from the budget to cash flow is for the PPP cash already included in the beginning balance above net the estimated June payroll, benefits, utilities and 25% of rent. The PPP balance will be used for payroll, benefits, utilities and an estimated 35% of rent until the funds are used up or 24 weeks, whichever occurs first.

6/6

Cash Deferrals

Below is an illustration of the cash deferrals that are planned for 2020-21.



Source: School Services of California

**Local Control and Accountability Plan (LCAP)
Every Student Succeeds Act (ESSA)
Federal Addendum Template**

LEA name:

Sacramento Valley Charter

CDS

57726940124875

[Link to LCAP](#)

**For which ESSA programs
will your LEA apply?**

Choose from:

TITLE I, PART A

Improving Basic Programs Operated by
State and Local Educational Agencies

TITLE I, PART D

Prevention and Intervention Programs for
Children and Youth Who Are Neglected,
Delinquent, or At-Risk

TITLE II, PART A

Supporting Effective Instruction

TITLE III, PART A

Language Instruction for English Learners
and Immigrant Students

TITLE IV, PART A

Student Support and Academic
Enrichment Grants

*(NOTE: This list only includes ESSA
programs with LEA plan requirements;
not all ESSA programs.)*

Title I, Part A; Title II, Part A; Title IV, Part A

In the following pages, ONLY complete the sections for the corresponding programs.

Instructions

The LCAP Federal Addendum is meant to supplement the LCAP to ensure that eligible LEAs have the opportunity to meet the Local Educational Agency (LEA) Plan provisions of the ESSA.

The LCAP Federal Addendum Template must be completed and submitted to the California Department of Education (CDE) to apply for ESSA funding. LEAs are encouraged to review the LCAP Federal Addendum annually with their LCAP, as ESSA funding should be considered in yearly strategic planning.

The LEA must address the Strategy and Alignment prompts provided on the following page.

Each provision for each program must be addressed, unless the provision is not applicable to the LEA.

In addressing these provisions, LEAs must provide a narrative that addresses the provision **within the LCAP Federal Addendum Template.**

Under State Priority Alignment, state priority numbers are provided to demonstrate where an ESSA provision aligns with state priorities. This is meant to assist LEAs in determining where ESSA provisions may already be addressed in the LEA's LCAP, as it demonstrates the LEA's efforts to support the state priorities.

The CDE emphasizes that **the LCAP Federal Addendum should not drive LCAP development.** ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources;

however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

California's ESSA State Plan significantly shifts the state's approach to the utilization of federal resources in support of underserved student groups. This LCAP Federal Addendum provides LEAs with the opportunity to document their approach to maximizing the impact of federal investments in support of underserved students.

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

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

Please respond to the prompts below, and in the pages that follow, to describe the LEA's plan for making the best use of federal ESEA resources in alignment with other federal, state, and local programs as described in the LEA's LCAP.

Strategy

Explain the LEA's strategy for using federal funds to supplement and enhance local priorities or initiatives funded with state funds, as reflected in the LEA's LCAP. This shall include describing the rationale/evidence for the selected use(s) of federal funds within the context of the LEA's broader strategy reflected in the LCAP.

Sacramento Valley Charter School (SVCS) sets high expectations for diverse groups of students that include English Learners EL, Foster Youth (FY), Homeless Youth (HY), Socioeconomically Disadvantaged Scholars (SED), and Students with Disabilities (SWD) and high achieving students (HAS) by increasing parents and students engagement for elevating academic achievement, increasing students and staff retention. SVCS trains teachers to personalize learning for each student with combinations of blended learning, data-driven instruction, Multi-Tier System of Supports (MTSS), and teacher specialists. The personalized model varies from virtual, hybrid and differentiated instruction for all scholars to increase their love for learning.

SVCS will primarily utilize federal funds to supplement and strengthen student literacy and social emotional needs through instructional planning and professional development of teachers. Federal funding will also make available supplemental materials and supplies to enhance aligned instructional support during of after the school day. The focus in the LCAP include:

1. Multidimensional Implementation of Units of Study for English Language Arts/ schoolwide reading and writing for English Language Development. Enhancing of conceptual understanding of mathematical facts and problems. Embedding technology/STEAM, agriculture education, and hands on activities for the development and implementation of Next Generation Science Standards.
2. Continuous Professional Development on planning, strategizing, standards-based grading, and parental engagement to build teacher expertise and increase student learning through formative assessments and collaborative inquiry. Teachers perform grade level-to-grade level transitioning for articulation and learning continuity.
3. Social Emotional Learning (SEL), Multi-Tiered System of Supports (MTSS), and Collaboration as well as aligning Technology for instructional proficiency
4. Upgrading WIFI network, Chromebook to each student, enhancing technical and professional support for technology skills and integration

5. Extended day Kindergarten for early literacy focus and timely intervention for prevention of low motivation K-3 and focusing on 4-6 for equity and raising their self-esteem.

6. Student and family engagement including behavioral and counseling services

All students' learning needs are met through differentiated instructional (DI) strategies. By using DI, teachers modify learning to suit different learning styles of students. It is a process to teaching and learning for students of differing abilities in the same physical or virtual classroom.

To implement DI, a teacher gives students options of learning a concept in a variety of ways. Offering students, a variety and choice in their work motivates students to learning by making them partners in their own learning. SVCS also looks for weaknesses in a student's style of learning and helps a solitary student learn to work in a group, a verbal student to work individually, a child weak in writing to read more, and a student weak in drawing or technology to practice these skills.

Teachers also use multi-sensory approach to address the different learning styles of all students. To address the different predominant intelligences or learning styles of students, teachers use maximum variety of approaches to teach their subjects. Teachers use creative teaching and learning techniques that address different learning styles and make learning interesting. The variety of learning techniques used by teachers actively engage students in their learning. SVCS teachers collaborate and bring their strengths to the whole student population. From our current staff, there are teachers who are trained in art, theater, pixel art and tap dance, and two bring creative ideas in science to enhance the knowledge and creative ways to teach with their peers. SVCS teachers are constantly seeking new and creative ways to engage our students.

SVCS will continue to focus efforts on improving student's writing, reading, speaking, comprehension and listening skills for long lasting and deep implementation of transferable reading and writing skills. This is one way to close the learning gap. Additionally, assessment and teaching strategies are essential to meeting student learning needs. SVCS will make sure that the curriculum and technology is made available to all subgroups and they have equitable access to all resources. The Study Island, Reading Eggs, ESL Library, English in a Flash, Digital Library, Accelerated Grammar and Lucy Calkins Writing programs will serve as strategic tools to increase measurable student achievement to close the achievement gap between grade levels. The Lucy Calkins program has been showing positive results. English in a Flash by Renaissance is a second-year program designed for recent immigrants/EL that has markedly increased EL proficiency. Study Island and Reading Eggs will be used to address individual needs. The grammar coach and reading/writing coach prepared SVCS staff to continue utilizing the methods. Emphasis continued the use of assessment tools, including interim assessment tools. Parents engagement through STEM Family Night, several award assemblies and the Multi-Cultural Fair will be used to increase family and community involvement to address help improve our academic performance gap.

Alignment

Describe the efforts that the LEA will take to align use of federal funds with activities funded by state and local funds and, as applicable, across different federal grant programs.

SVCS has continuous, regular review of our goals and actions for effectiveness and achievement, fields that need improvement, additional or supplemental areas that can be sustained by federal

funding, and support can be provided for administrative staff for planning, data analysis, and budget alignment. Our budget planning is dynamic in nature and is ongoing process. Federal funds will be used to supplement state and local funding resources to address the remaining unfunded activities using the regulations and guidance for the use of supplemental federal funds.

Support for English learners will be to hire an ELD teacher to deliver designated ELD. We will continue to utilize full day Kindergarten to provide more time for children coming to school primarily speaking a language other than English to acquire English language skills, funded with LCFF.

ESSA Provisions Addressed Within the LCAP

Within the LCAP an LEA is required to describe its goals, and the specific actions to achieve those goals, for each of the LCFF state priorities. In an approvable LCAP it will be apparent from the descriptions of the goals, actions, and services how an LEA is acting to address the following ESSA provisions through the aligned LCFF state priorities and/or the state accountability system.

TITLE I, PART A

Monitoring Student Progress Towards Meeting Challenging State Academic Standards

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(1) (A–D)	1, 2, 4, 7, 8 (<i>as applicable</i>)

Describe how the LEA will monitor students' progress in meeting the challenging state academic standards by:

- (A) developing and implementing a well-rounded program of instruction to meet the academic needs of all students;
- (B) identifying students who may be at risk for academic failure;
- (C) providing additional educational assistance to individual students the LEA or school determines need help in meeting the challenging State academic standards; and
- (D) identifying and implementing instructional and other strategies intended to strengthen academic programs and improve school conditions for student learning.

Overuse in Discipline Practices that Remove Students from the Classroom

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(11)	6 (<i>as applicable</i>)

Describe how the LEA will support efforts to reduce the overuse of discipline practices that remove students from the classroom, which may include identifying and supporting schools with high rates of discipline, disaggregated by each of the student groups, as defined in Section 1111(c)(2).

Career Technical and Work-based Opportunities

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(12)(A–B)	2, 4, 7 (<i>as applicable</i>)

If determined appropriate by the LEA, describe how such agency will support programs that coordinate and integrate:

- (A) academic and career and technical education content through coordinated instructional strategies, that may incorporate experiential learning opportunities and promote skills attainment important to in-demand occupations or industries in the State; and
- (B) work-based learning opportunities that provide students in-depth interaction with industry professionals and, if appropriate, academic credit.

TITLE II, PART A

Title II, Part A Activities

ESSA SECTION	STATE PRIORITY ALIGNMENT
2102(b)(2)(A)	1, 2, 4 (<i>as applicable</i>)

Provide a description of the activities to be carried out by the LEA under this Section and how these activities will be aligned with challenging State academic standards.

TITLE III, PART A

Parent, Family, and Community Engagement

ESSA SECTION	STATE PRIORITY ALIGNMENT
3116(b)(3)	3, 6 (<i>as applicable</i>)

Describe how the eligible entity will promote parent, family, and community engagement in the education of English learners.

ESSA Provisions Addressed in the Consolidated Application and Reporting System

An LEA addresses the following ESSA provision as part of completing annual reporting through the Consolidated Application and Reporting System (CARS).

TITLE I, PART A

Poverty Criteria

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(4)	N/A

Describe the poverty criteria that will be used to select school attendance areas under Section 1113.

ESSA Provisions Not Addressed in the LCAP

For the majority of LEAs the ESSA provisions on the following pages do not align with state priorities. **Each provision for each program provided on the following pages must be addressed**, unless the provision is not applicable to the LEA. In addressing these provisions, LEAs must provide a narrative that addresses the provision **within this addendum**.

As previously stated, the CDE emphasizes that the LCAP Federal Addendum should not drive LCAP development. ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources; however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

TITLE I, PART A

Educator Equity

ESSA SECTION 1112(b)(2)

Describe how the LEA will identify and address, as required under State plans as described in Section 1111(g)(1)(B), any disparities that result in low-income students and minority students being taught at higher rates than other students by ineffective, inexperienced, or out-of-field teachers.

THIS ESSA PROVISION IS ADDRESSED BELOW:

SVCS makes sure that credentialed teachers are hired and trained through BTSA (Induction) program. All teachers are credentialed and are assigned to students for which they are certified.

Parent and Family Engagement

ESSA SECTIONS 1112(b)(3) and 1112(b)(7)

Describe how the LEA will carry out its responsibility under Section 1111(d).

Describe the strategy the LEA will use to implement effective parent and family engagement under Section 1116.

THIS ESSA PROVISION IS ADDRESSED BELOW:

SVCS gathered community feedback through a Survey sent to parents that addressed the 8 state priorities. SVCS sent a survey home and 89 were returned (covering all students per family). SVCS met with the Parent Teacher Organization (PTO), teachers and the Board of Directors. Administration has shared the alignment of Common Core State Standards (CCSS) with curriculum and assessment with stakeholders. Parents/families are invited to the multicultural festival, STEAM Family night, awards assemblies parent-teacher conferences and start of the school year orientation (virtual via Zoom for 2020-21).

SVCS provides continued Professional Development through Yolo and Sacramento County Offices of Education as well as through outside consultants and classes to train teachers in CCSS. SVCS posted and distributed information on CCSS educational reform, LCAP, and LCFF to the community with links and letters in English and Punjabi, when available. SVCS Board Directors were given an overview of LCAP/LCFF during the May Board meeting about budgeting for 2020-21

A. Governor's May Revise

B. FCMAT Fiscal Alert and CSC

C. Applying for federal funds via ConApp

LCAP postponed; alterative disclosure requirements were board-approved in June 2020.

A CPA who specializes in LEAs works with SVCS for compliance and to facilitate budget/LCFF and LCAP requirements. Impact on LCAP and Annual Update - how did these consultations impact the LCAP for the upcoming year? These consultations provide significant feedback for planning LCAP for the upcoming year. Teachers have more experience in using interim assessments and have become confident in using data for students' improvement. Parents want more art and music, but not at the cost of reducing the focus on core curriculum. As recognized by LEAs throughout the State, English learners continue to need help acquiring advanced English language skills to provide the greatest chances of success at the college level. Also, as recognized by schools throughout the country, many stakeholders have expressed a desire to increase site security

Schoolwide Programs, Targeted Support Programs, and Programs for Neglected or Delinquent Children

ESSA SECTIONS 1112(b)(5) and 1112(b)(9)

Describe, in general, the nature of the programs to be conducted by the LEA's schools under sections 1114 and 1115 and, where appropriate, educational services outside such schools for children living in local institutions for neglected or delinquent children, and for neglected and delinquent children in community day school programs.

Describe how teachers and school leaders, in consultation with parents, administrators, paraprofessionals, and specialized instructional support personnel, in schools operating a targeted assistance school program under Section 1115, will identify the eligible children most in need of services under this part.

THIS ESSA PROVISION IS ADDRESSED BELOW:

A schoolwide comprehensive needs assessment is completed in the beginning month of the school year so that necessary support and intervention could be provided on time. In the middle of September, parents of low performing students are contacted to hold parent-teacher meetings. English Learners Advisory Committee is constituted to educated parents for the available resources to become proficient in English speaking, reading and writing. Parents of low-achieving attend second time parent teacher conferences in the last week of October to check if their child made some progress or not. All goals and actions are aligned to the research-based practices in the LCAP, but based on site-level planning, data analysis, and student needs.

Homeless Children and Youth Services

ESSA SECTION 1112(b)(6)

Describe the services the LEA will provide homeless children and youths, including services provided with funds reserved under Section 1113(c)(3)(A), to support the enrollment, attendance, and success of homeless children and youths, in coordination with the services the LEA is providing under the McKinney-Vento Homeless Assistance Act (42 United States Code 11301 et seq.).

THIS ESSA PROVISION IS ADDRESSED BELOW:

The need students faced with poverty get support services that will mitigate the negative impact of poverty. They include providing for transportation to school as well as other support services for reduction of absenteeism. In addition, funds provide Chromebooks to all kids, K-8, school supplies, as well as clothing/ uniforms and other necessary school items to allow students to participate in school activities academically, socially, emotionally and personally. All students are provided a free, nutritious lunch daily when school is on-site and families may request in advance for meals to be delivered when school is operating on a distance-learning or a hybrid model.

Student Transitions

ESSA SECTIONS 1112(b)(8) and 1112(b)(10) (A–B)

Describe, if applicable, how the LEA will support, coordinate, and integrate services provided under this part with early childhood education programs at the LEA or individual school level, including plans for the transition of participants in such programs to local elementary school programs.

Describe, if applicable, how the LEA will implement strategies to facilitate effective transitions for students from middle grades to high school and from high school to postsecondary education including:

- (A) through coordination with institutions of higher education, employers, and other local partners; and
- (B) through increased student access to early college high school or dual or concurrent enrollment opportunities, or career counseling to identify student interests and skills.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Currently, we have full day Kindergarten. When there is more than one section of Kindergarten, kids 2-3 months less than 5 years may be admitted if space is available to support their early education. In first grade, again there are multiple programs to develop their understanding of mathematical concepts and reading comprehension.

Middle school students at SVCS join different high schools in their residential areas. Students are given support such as recommendation letter for their IB programs. Former students who made themselves proud in high schools are invited to deliver their speech to graduating 8th graders at the end of the school year. Many former SVCS scholars now attend and are succeeding in colleges and universities, such as UC Davis and UC Berkeley.

Additional Information Regarding Use of Funds Under this Part

ESSA SECTION 1112(b)(13) (A–B)

Provide any other information on how the LEA proposes to use funds to meet the purposes of this part, and that the LEA determines appropriate to provide, which may include how the LEA will:

- (A) assist schools in identifying and serving gifted and talented students; and
- (B) assist schools in developing effective school library programs to provide students an opportunity to develop digital literacy skills and improve academic achievement.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Funding provides virtual resources for standard-based online programs, eBooks, professional development for the office staff, Chromebook management, Art program, and implementation of literature-based interactive activities.

TITLE I, PART D

Description of Program

ESSA SECTION 1423(1)

Provide a description of the program to be assisted [by Title I, Part D].

THIS ESSA PROVISION IS ADDRESSED BELOW:

Not Applicable

Formal Agreements

ESSA SECTION 1423(2)

Provide a description of formal agreements, regarding the program to be assisted, between the

- (A) LEA; and
- (B) correctional facilities and alternative school programs serving children and youth involved with the juvenile justice system, including such facilities operated by the Secretary of the Interior and Indian tribes.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Not Applicable

Comparable Education Program

ESSA SECTION 1423(3)

As appropriate, provide a description of how participating schools will coordinate with facilities working with delinquent children and youth to ensure that such children and youth are participating in an education program comparable to one operating in the local school such youth would attend.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Not Applicable

Successful Transitions

ESSA SECTION 1423(4)

Provide a description of the program operated by participating schools to facilitate the successful transition of children and youth returning from correctional facilities and, as appropriate, the types of services that such schools will provide such children and youth and other at-risk children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Not Applicable

Educational Needs

ESSA SECTION 1423(5)

Provide a description of the characteristics (including learning difficulties, substance abuse problems, and other special needs) of the children and youth who will be returning from correctional facilities and, as appropriate, other at-risk children and youth expected to be served by the program, and a description of how the school will coordinate existing educational programs to meet the unique educational needs of such children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Not Applicable

Social, Health, and Other Services

ESSA SECTION 1423(6)

As appropriate, provide a description of how schools will coordinate with existing social, health, and other services to meet the needs of students returning from correctional facilities, at-risk children or youth, and other participating children or youth, including prenatal health care and nutrition services related to the health of the parent and the child or youth, parenting and child development classes,

child care, targeted reentry and outreach programs, referrals to community resources, and scheduling flexibility.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Not Applicable

Postsecondary and Workforce Partnerships

ESSA SECTION 1423(7)

As appropriate, provide a description of any partnerships with institutions of higher education or local businesses to facilitate postsecondary and workforce success for children and youth returning from correctional facilities, such as through participation in credit-bearing coursework while in secondary school, enrollment in postsecondary education, participation in career and technical education programming, and mentoring services for participating students.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Not Applicable

Parent and Family Involvement

ESSA SECTION 1423(8)

As appropriate, provide a description of how the program will involve parents and family members in efforts to improve the educational achievement of their children, assist in dropout prevention activities, and prevent the involvement of their children in delinquent activities.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Not Applicable

Program Coordination

ESSA SECTION 1423(9–10)

Provide a description of how the program under this subpart will be coordinated with other Federal, State, and local programs, such as programs under title I of the Workforce Innovation and Opportunity Act and career and technical education programs serving at-risk children and youth.

Include how the program will be coordinated with programs operated under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Not Applicable

Probation Officer Coordination

ESSA SECTION 1423(11)

As appropriate, provide a description of how schools will work with probation officers to assist in meeting the needs of children and youth returning from correctional facilities.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Not Applicable

Individualized Education Program Awareness

ESSA SECTION 1423(12)

Provide a description of the efforts participating schools will make to ensure correctional facilities working with children and youth are aware of a child's or youth's existing individualized education program.

THIS ESSA PROVISION IS ADDRESSED BELOW:

[Not Applicable]

Alternative Placements

ESSA SECTIONS 1423(13)

As appropriate, provide a description of the steps participating schools will take to find alternative placements for children and youth interested in continuing their education but unable to participate in a traditional public school program.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Not Applicable

TITLE II, PART A

Professional Growth and Improvement

ESSA SECTION 2102(b)(2)(B)

Provide a description of the LEA's systems of professional growth and improvement, such as induction for teachers, principals, or other school leaders and opportunities for building the capacity of teachers and opportunities to develop meaningful teacher leadership.

THIS ESSA PROVISION IS ADDRESSED BELOW:

We partner with Washington Unified School District to provide BTSA (Induction), a two-year program for our newly-hired, inexperienced teachers. In addition to the mentor provided by the district, a senior teacher is assigned to support the new teachers. Also, all teachers get ongoing professional development using the standard-based curriculum and related software. Professional development targets many areas of teachers' growth. The most important of all is the Universal Learning Design that focuses on the fact that all students feel integrated, supported and cared for. Scaffolding for English learners, Social Emotional Learning for special education, and interactive and independent learning design for high achievers. Many professional development programs focus on virtual learning in view of COVID-19 and how to build a vibrant community of learners virtually.

Prioritizing Funding

ESSA SECTION 2102(b)(2)(C)

Provide a description of how the LEA will prioritize funds to schools served by the agency that are implementing comprehensive support and improvement activities and targeted support and improvement activities under Section 1111(d) and have the highest percentage of children counted under Section 1124(c).

THIS ESSA PROVISION IS ADDRESSED BELOW:

Not applicable for Charter Schools

Data and Ongoing Consultation to Support Continuous Improvement

ESSA SECTION 2102(b)(2)(D)

Provide a description of how the LEA will use data and ongoing consultation described in Section 2102(b)(3) to continually update and improve activities supported under this part.

THIS ESSA PROVISION IS ADDRESSED BELOW:

SVCS throughout the school year collects data to find out how students are performing in their academic, social and emotional learning. Teachers utilize the information to revise their instructional

plans and makes sure that all students' needs are served equitably. The data is reviewed at least six times during the school year. Teachers recognize students who make efforts to improve on their performance. Achievement Award Assemblies provide multiple opportunities to students to demonstrate their progress. Teachers create Lexile chart for each student to showcase their progress in reading. It demonstrates continuous progress in reading comprehension. SVCS administers a variety of assessments to determine progress and find out achievement gaps. Teachers assess students at the end of each trimester and report cards are sent home. But before these summative assessments, the progress reports are prepared to alert parents to work with teachers for bridging the achievement gaps. SVCS uses Interim CAASPP tests in ELA and Math at least twice a year so that students are fully trained in test taking skills. ELPAC initial in the beginning of the school year, and summative in the last two months of the school year are administered. The administration and teachers work together to review data and identify areas of opportunities.

The ongoing professional development is based on understanding the dynamics of students' learning styles and then integrating them in the community of learners. The teachers' effort in creating the least restrictive environment in their classroom helps them achieve their goals. English learners and scholars with learning disabilities get differentiated instruction with additional help from the support staff. Collaboration, professional development, ongoing review of performance, engagement of parents and families lead to the growth. The uses of Title II funds will be based on data -driven decisions in coordination with other funding resources to support scholars' educational, social-emotional wellbeing and personal growth.

TITLE III, PART A

Title III Professional Development

ESSA SECTION 3115(c)(2)

Describe how the eligible entity will provide effective professional development to classroom teachers, principals and other school leaders, administrators, and other school or community-based organizational personnel.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Not Applicable

Enhanced Instructional Opportunities

ESSA SECTIONS 3115(e)(1) and 3116

Describe how the eligible entity will provide enhanced instructional opportunities for immigrant children and youth.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Not Applicable

Title III Programs and Activities

ESSA SECTION 3116(b)(1)

Describe the effective programs and activities, including language instruction educational programs, proposed to be developed, implemented, and administered under the subgrant that will help English learners increase their English language proficiency and meet the challenging State academic standards.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Not Applicable

English Proficiency and Academic Achievement

ESSA SECTION 3116(b)(2)(A-B)

Describe how the eligible entity will ensure that elementary schools and secondary schools receiving funds under Subpart 1 assist English learners in:

- (A) achieving English proficiency based on the State's English language proficiency assessment under Section 1111(b)(2)(G), consistent with the State's long-term goals, as described in Section 1111(c)(4)(A)(ii); and
- (B) meeting the challenging State academic standards.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Not Applicable

TITLE IV, PART A

Title IV, Part A Activities and Programs

ESSA SECTION 4106(e)(1)

Describe the activities and programming that the LEA, or consortium of such agencies, will carry out under Subpart 1, including a description of:

- (A) any partnership with an institution of higher education, business, nonprofit organization, community-based organization, or other public or private entity with a demonstrated record of success in implementing activities under this subpart;

- (B) if applicable, how funds will be used for activities related to supporting well-rounded education under Section 4107;
- (C) if applicable, how funds will be used for activities related to supporting safe and healthy students under Section 4108;
- (D) if applicable, how funds will be used for activities related to supporting the effective use of technology in schools under Section 4109; and
- (E) the program objectives and intended outcomes for activities under Subpart 1, and how the LEA, or consortium of such agencies, will periodically evaluate the effectiveness of the activities carried out under this section based on such objectives and outcomes.

THIS ESSA PROVISION IS ADDRESSED BELOW:

SVCS partners with parents through PTO to make important decisions about the safety and growth of school. Due to COVID-19, this process of collaboration has experienced difficulties, but resumed through virtual platforms. SVCS scholars are involved through student council election, participation in talent show, multicultural festival, STEAM Family night. Teachers give their feedback during monthly staff meetings, through surveys, and through open-door policy.

The annual needs assessment is determined with the involvement of the stakeholders including teachers, parents, scholars, staff and administrators for the development of the annual LCAP and a review of the previous year LCAP. SVCS resolves to create an engaging and productive learning environment that supports academic growth and targets causes of low achievements of groups faced with poverty, homelessness, and domestic violence. To target chronic absenteeism and suspension rate, SVCS implements Positive Behavior Intervention and Supports (PBIS). The social emotional learning helps in preventing suicide, violence and racial conflicts. In addition, SVCS will hire a counselor, mental health experts to discourage scholars to join gangs and drug addiction. SVCS incorporates technology and virtual learning to provide the core curriculum and instructional planning. The use of software from Edmentum, Renaissance, BrainPop Flocabulary and Nearpod is to break the cycle of low achievement. These programs range from providing diagnostic analysis to recommending instructional strategies to bridge the achievement gap.

2020-21 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca20assurancetoc.asp>.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	
Authorized Representative's Signature	
Authorized Representative's Title	
Authorized Representative's Signature Date	

*****Warning*****

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2020-21 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Franco Rozic, Title I Monitoring and Support Office, frozic@cde.ca.gov, 916-319-0269

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Dr.Amrik Singh
Authorized Representative's Title	Principal
Authorized Representative's Signature Date	08/12/2020
Comment If the LEA is not able to certify at this time, then an explanation must be provided in the Comment field. (Maximum 500 characters)	

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2020-21 LCAP Federal Addendum Certification

CDE Program Contact:

Local Agency Systems Support Office, LCFF@cde.ca.gov, 916-323-5233

Initial Application

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

County Office of Education (COE) / District For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	
Direct Funded Charter Enter the adoption date of the current LCAP	08/12/2020
Authorized Representative's Full Name	Dr.Amrik Singh
Authorized Representative's Title	Principal

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2020-21 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	08/12/2020
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District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

DELAC representative's full name (non-LEA employee)	Bimaldeep Gosal
DELAC review date	01/29/2020
Meeting minutes web address Please enter the web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a web address is not available, then the LEA must keep the minutes on file which indicate that the application was reviewed by the committee.	
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111 et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	No

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2020-21 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, conappsupport@cde.ca.gov, 916-319-0297

Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes
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2020-21 Title III English Learner Student Program Subgrant Budget

The purpose of this form is to provide a proposed budget for 2020-21 English learner (EL) Student Program Subgrant funds only per the Title III English Learner Students Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, gndirang@cde.ca.gov, 916-323-5831

Estimated Allocation Calculation

Estimated English learner per student allocation	\$114.40
Estimated English learner student count	91
Estimated English learner student program allocation	\$10,410

Note: \$10,000 minimum program eligibility criteria

If the local educational agency's estimated English learner student program allocation is less than \$10,000, then it does not meet the minimum program eligibility criteria for direct funding status and requires further action. To receive instructions regarding the consortium application process, please go to the California Department of Education Title III EL Consortium Details web page at <https://www.cde.ca.gov/sp/el/t3/elconsortium.asp>.

Budget

Professional development activities	\$1,500
Program and other authorized activities	\$3,000
English Proficiency and Academic Achievement	\$4,500
Parent, family, and community engagement	\$1,410
Direct administrative costs (Amount cannot exceed 2% of the estimated English learner student program allocation)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$0
Total budget	\$10,410

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2020-21 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

CDE Program Contact:

Arturo Ambriz, Fiscal Oversight and Support Office, AAmbriz@cde.ca.gov, 916-323-0765

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the web at <https://www.cde.ca.gov/fg/ac/sa/>.

2020-21 Request for authorization	Yes
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	None Identified.

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Sacramento Valley Charter School



Schoolwide Improvement Plan 2020-2021

SVCS Mission

Our mission is to create an inspiring and challenging learning environment for our children and to promote a culture of strong social and family values.

SVCS Vision

A charter school with strong community support and participation that provides a rigorous, standards-based curriculum and individualized support for all children.

A safe and compassionate learning environment that promotes love of learning among children while meeting their academic, social, and emotional needs.

A highly professional, fully certified staff that builds an uncompromising commitment to learn, compete and excel.

Overview of SVCS

Sacramento Valley Charter School (SVCS) is a K-8 grade school located in West Sacramento authorized by Washington Unified School District (WUSD). The school opened in 2011 and serves students from West Sacramento and several other local communities. Students elect to attend the school to take advantage of the core curriculum in English language arts (ELA), math, social studies, science and world language Punjabi. Many students enter as English Learners (EL) and are reclassified to English Proficient within two years. SVCS provides a safe learning environment, small class sizes, credentialed teachers, common core-aligned curriculum and many opportunities to build English language proficiency. SVCS supports measurable student outcomes toward the overall academic performance in core curriculum. SVCS sets specific measurable goals and actions to reflect goals pursuant to the Education Code and priorities of the State of California for charter schools that include conditions of learning, student outcomes and parent engagement.

Since opening, SVCS has never expelled a student, and no physical altercations have been reported. Student attendance rates are 96%. SVCS has a warm, family climate and exceptional community support to assist our students' academic and behavioral success.

Our vision includes providing a familiar environment for learning, a sense of community, and better communication with parents. The Sacramento Valley Charter School provides an education which challenges the minds of students, increases self-worth and self-reliance to meet the challenges of the future.

Stakeholder Engagement/Involvement

SVCS gathers community feedback through Surveys that are sent to parents. These surveys range from opinion-based questions to the addressing of community concerns and preferences. The surveys are then analyzed and shared with the community in form of parent newsletters.

Parent Newsletters are released at least once a month. Depending on the need to communicate with parents, more newsletters are sent to parents and guardians during the month. These letters address many community and safety questions as well as academic updates and expectations.

SVCS constantly meets with the Parent Teacher Organization (PTO), English Learner Advisory Committee (ELAC), teachers and the Board of Directors. There is a constant involvement between stakeholders in SVCS's decisions. Staff Meetings serve the purpose of gathering feedback in academic decisions and plans, and board meetings ensure the academic and financial prosperity of SVCS. SVCS hold ELAC meetings to discuss and educate parents and guardians in the progress being made for EL students and gather feedback on how the current EL program is working for their students.

Administration has shared the alignment of Common Core State Standards (CCSS) and Next Generation Science Standards (NGSS) with curriculum and assessment with stakeholders. SVCS provides continued Professional Development through Yolo and Sacramento County Offices of Education as well as through outside consultants and classes to train teachers in CCSS. SVCS posts and distributes information on CCSS educational reform, LCAP, and LCFF to the community with links and letters in English and Punjabi: <https://www.sacvalleycharter.org/>

Programs and Curriculum

SVCS has adopted Common Core State Standards in English Language Arts and Mathematics and Next Generation Science Standards (NGSS). Teachers are conversant with the skills that students are expected to learn at each grade level in all core subjects. SVCS teachers collaborate in Professional Learning Communities with other grade levels to ensure no gaps occur in teaching and learning and that content standards are covered in increasing depth and breadth.

SVCS instruction and assessment are being aligned to CCSS and NGSS. Teachers give formative and summative assessments based on CCSS and NGSS. These assessments give SVCS data to compare the academic progress of each student throughout the academic year. The Principal meets to discuss before school starts, the teacher's plan for teaching and learning and organizing and procuring resources to be used and study the needs of that particular group of students. Teachers prepare pacing guides to ensure that they cover standard in a timely, logical, and sequential manner. Curriculum is adapted yearly to address the needs of the assigned group of students. Teachers share strategies and talents with each other to enrich the individual class and whole school programs. The Principal and teachers continually enlist student and parent feedback to ensure that the curriculum is relevant and rigorous for our students.

Students also are required to take instruction in the Punjabi language. Research shows that students can master a foreign language if they start learning it in the elementary grades. At present most of the children in Punjabi families learn conversational Punjabi from their parents, but they do not become proficient in reading and writing, and they do not develop academic vocabulary at home. SVCS fulfills their need to develop the academic side of the language for students who speak Punjabi at home but have not received proficient learning in reading and writing.

SVCS uses Pearson for the History/Social Science and Science curriculum. Houghton Mifflin Harcourt (Go Math) as a Math online resource, and Renaissance as an English Language resource. Edmentum for Math and English Language and Flocabulary for vocabulary lessons in English Language Arts, Math, Science, and Social Science. Our World Language Punjabi Curriculum supports and enriches common core and Next Generation Science Standards (NGSS) subjects and allows our students to further their knowledge in grammar, writing and oral communication skills.

Physical education is met through Teacher Guided Physical Education, SWEAT Team, and Bhangra Class: The Bhangra Coach engages students in learning traditional Indian dance during Recess, P.E time, and after school.

SVCS has implemented an Art Class for all K-8th grade students. This class is instructed by a Credentialed Art Teacher that engages students for one hour from Wednesday through Friday. Art Class includes a variety of mediums, such as: Ink, Acrylics, Painting, Sculpture, Drawing, and Mix Media.

SVCS will continue to provide an extended Kindergarten day. Kindergarteners will attend school from 8:30-3:00PM every day like the rest of the other grades.

The use of the Arthur F. Turner Community Library will continue to be used by SVCS. The partnership between SVCS and Arthur F. Community Library is set to 1 visit every 2 weeks by each grade. Students will be able to visit the Library to check out reading materials that will support and enrich their reading curriculum.

Virtual, Blended and In-class Learning Methods for 2020-2021 academic year

SVCS has adopted a three-phase plan for the current COVID-19 Pandemic. This plan is in Partnership with the California Department of Public Health, Yolo County Health & Human Services Agency and the city of West Sacramento. It may be used during other similar crises that the state of California or city may encounter.

In phase 1, all SVCS scholars will attend school virtually. Attendance and participation will be taken as seriously as regular classes. The risk of transmission in this phase is very low.

In phase 2, each class will be divided into 2 groups. Group A will attend school on Mondays and Wednesdays and virtually on Tuesdays, Thursdays, and Fridays. Group B will attend school on Tuesdays and Thursdays and virtually on Mondays, Wednesdays, and Fridays. The risks of transmission in this phase is higher, therefore, more restrictions will apply such as, students will be kept at a 6ft distance, will have to wear face masks for the entirety of the class and transportation time, and will be regularly temperature checked. Parents and guardians will have the option to opt for virtual learning if they decide that the risks for their student is too high.

In phase 3, all scholars will attend in-class instruction. In order for SVCS to enter this phase it is necessary that the transmission rate is contained, and the virus is no longer a threat to our scholars, staff and community. In the case that a vaccine is available, SVCS will move forward with the guidance of the CDC and the California Department of Public Health.

Sanitation and Janitorial Services

SVCS will continue their partnership with New Horizon Flooring for sanitation and Janitorial Services.

Due to the COVID-19 pandemic, handwashing stations have been purchased and will be placed around the school campus. These hand washing stations will allow students to frequently wash their hands and keep a good hygiene.

A regular sanitation system will continue at SVCS to clean all areas that are frequent point of contact such as door handles. The following disinfectants will be used: 256 Century Q which is a no-rinse neutral pH disinfectant cleaner that disinfects and cleans in one step, Bioesque solutions which is EPA registered and sanitizes surfaces in just 2 minutes, and the 128 E-FECTcide which is a virucide deodorizer that is EPA registered and has demonstrated effectiveness against viruses similar to the 2019 Novel Coronavirus.

Technology

Classroom Technologies have become essential in teachers carrying out daily learning activities for students. The advances in technology make it possible to incorporate all students, including EL and Special Education students. Technology supports group learning as well as flipped education. Flipped education is a model of learning where the teacher shows short video lectures and are viewed by students at home or before the classroom. Technology can improve the way students learn and as well benefit the educators.

SVCS continues to develop a strong technology aspect to education. It currently holds an approximate of 290 Chromebooks that are used at an individual level by each student. This has allowed SVCS to offer virtual and hybrid learning during unexpected crises such as the COVID-19 pandemic. Teachers have been given their personal laptop and document camera in order to instruct and educate SVCS students. The technology aspect of SVCS has been growing by the year and it is in our plan to have a strong Science, Technology, Engineering, Art, and Math (STEAM) program.

Certified Staff

SVCS is a charter school with strong community support and participation that provides a rigorous, standards-based curriculum and individualized support for all children.

SVCS currently has a total of 18 fully credentialed teachers ranging from K-8th grade and a total student enrollment of 282. Majority of our teachers are bilingual in Punjabi and Spanish which allows a better classroom comprehension and learning experience. These teachers along with classified staff and administration provide a safe and compassionate learning environment.

All teachers have Cross-cultural Language and Academic Development (“CLAD”) certification, and they are proficient in using Specially Designed Academic Instruction in English (“SDAIE”). The ongoing professional development of teachers will include instructional strategies that are effective in teaching ELs.

Analysis: Actions and Services

Plan for Serving Academically Low-Achieving Students

SVCS maintains a culture of high expectations for all students and promotes success for all. SVCS believes that all students can achieve high standards, regardless of their strengths, weaknesses, and life experiences, and, therefore, all students should be offered opportunities to engage in a rigorous curriculum.

Students who are not meeting grade level benchmarks are provided additional interventions beyond the regular school day. The interventions focus on building and supporting basic reading, writing and math skills and are based on the following assessments/performances:

- Standard-based grades given by teachers. Students below the “2.5” average grade are considered for interventions
- Progress reports sent home by teachers
- Fall CAASPP Interim Testing
- ELPAC Initial and Summative Assessments
- CAST California Science Test
- Student scores on Smarter-Balanced Tests
- Formative and summative assessments given by classroom teachers
- Student Request
- Parent Request

The personalized support system for students who need help in academics and social skills will be provided through a Student Success Team (“SST”). A student who is facing academic or social challenges will be referred to the SST by the parent, the teacher, or an administrator. The SST will have a comprehensive discussion on the issues being faced by the student. The team will discuss students’ strong areas, learning style, and identify what kind of support can be provided to the student.

A SST uses a systematic problem-solving approach to assist students with concerns that are interfering with success. The SST clarifies problems and concerns; develops strategies and organizes resources; provides a system for school accountability; and serves to assist and counsel the parent, teacher and student.

Plan for Serving Academically High-Achieving Students

SVCS provides growth/enrichment opportunities for excellence for students who demonstrate an ability to achieve beyond their grade level. SVCS is committed to providing high achieving students with opportunities to study the curriculum in more depth and inculcate in them higher order thinking skills.

SVCS encourages high achieving students to become school leaders in student government, tutoring younger students, running school events like bake sales, emceeding school events,

becoming school ambassadors for school tours, entering the talent show, representing SVCS in outside events like fundraisers and TV or radio interviews. High achieving students also compete in the Spelling Bee, and work with the Principal to form other activities to engage all their peers in the SVCS community.

Plan for Serving English Learners

SVCS meets all applicable legal requirements for English Learners (“EL”) as they pertain to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. SVCS implements the Home Language Survey and ELPAC Assessments to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents.

The Charter School notifies all parents of its responsibility for ELPAC testing and of ELPAC results within twenty days of receiving results from publisher. The ELPAC shall be used to fulfill the requirements under the Every Student Succeeds Act for annual English proficiency testing.

The primary purpose of the Sacramento Valley Charter School’s English Learner Master Plan is to clearly define policies related to the development, implementation, and evaluation of English learner programs and services. The Master Plan highlights specific procedural guidelines for the identification, assessment, and placement of students; reclassification of students; notification and involvement of parents; the formation and functioning of the SVCS English Learner Advisory Committee; the annual evaluation of English learner programs.
sacvalleycharter.org/el-master-plan.html

Plan for Serving Students with Disabilities

SVCS complies with all applicable state and federal laws in serving students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act (“Section 504”), the Americans with Disabilities Act (“ADA”) and the Individuals with Disabilities in Education Improvement Act (“IDEIA”) and Every Student Succeeds Act (ESSA).

SVCS is now an independent LEA and has a special education program that services the IEP students of its school. In partnership with El Dorado SELPA, SVCS will hire its own RSP Teacher and specialist that completes and fulfills the stated minutes in each IEP service plan. The partnership with El Dorado SELPA will allow our students to have access to not only special education specialists but counseling and mentoring for students who may be experiencing difficulties in their personal life as well as their academic life.

The Charter School shall comply with all state and federal laws related to the provision of special education instruction and related services and all SELPA policies and procedures; and utilizes appropriate SELPA forms.

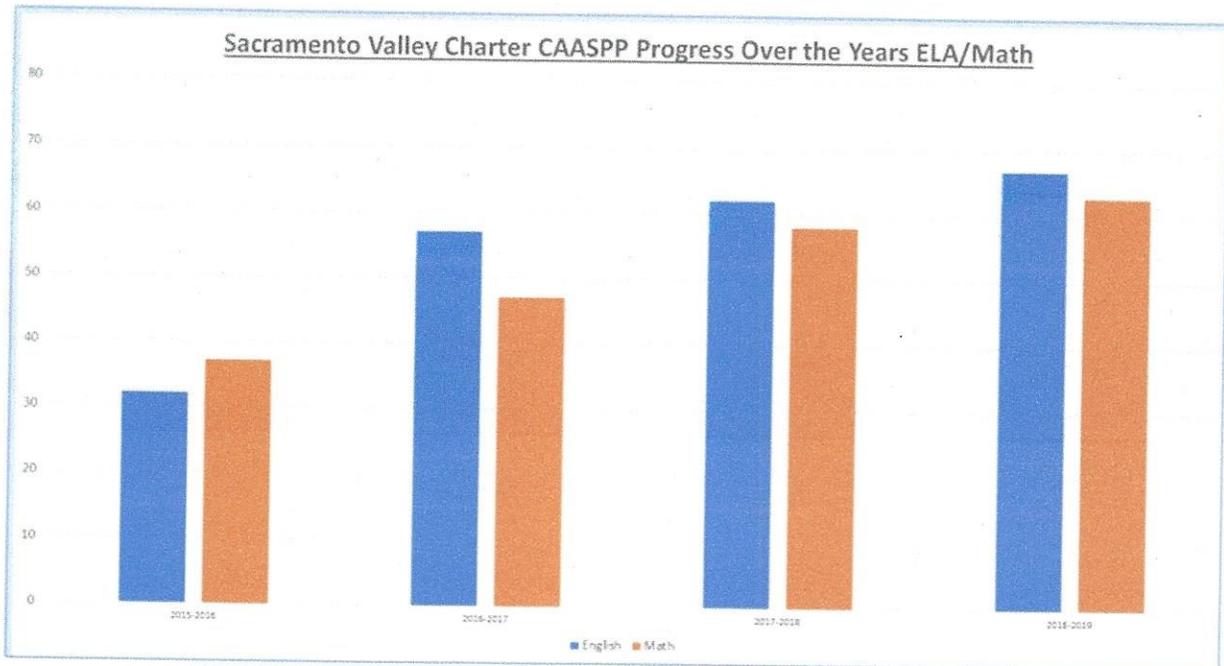
Diversity

SVCS has been advertising the school through various methods, including Magazines, Flyers and Social Media. The purpose of advertising is to diversify SVCS and provide the same opportunity of enrollment to all students in the Greater Sacramento area. In these ads, parents will learn of the programs, activities, academics, and open enrollment period that SVCS offers.

Types of Advertising:

- Southport Magazine
- SVCS official website
- Flyer distribution in the community
- Parent Magazine
- Facebook

Goals, Achievements and Needs



SVCS goals include:

1. All students will continue to receive a high quality of instruction from credentialed teachers.
2. All teachers will become proficient in teaching to the Common Core State Standards (CCSS) and Next Generation Science Standards (NGSS) aligned to assessment and instruction.
3. All students will benefit from instruction guided by assessment results (formative, interim and summative) and continuous program evaluation.
4. All students will benefit from programs designed to inform and involve family and community.
5. All students will benefit from the World Language program in Punjabi, which is fully aligned with common core content standards.
6. All students will meet goals of physical education, as required by the standards.
7. All teachers will differentiate instruction to give equal access to English Learners, students with special learning needs, identifiable sub-groups, as well as challenge high achievers to advanced curriculum.

SVCS's greatest need is to continue providing a safe environment for all students so that chronic absenteeism and suspension can be reduced. Our school-wide averages continue to show significant progress in English and Math. Maintaining an on-going focus on writing, reading and speaking skills is a priority. As more students become proficient in reading comprehension and writing, they will also become more capable with the CCSS language-heavy math elements of the Smarter Balanced Summative Assessment. Also, as teachers become more skillful in the use of assessment data, student's skills will improve. There is a great need to continue intervention support whenever it is identified. The greatest need is to support long time English Learners and students with special needs. The more professional development for teachers to address their needs will be arranged. The action plan will also be developed to challenge high performing students.

A full-time EL Teacher and support staff will work in small groups in/out of the classroom to improve speaking and reading skills. The grammar coach and reading/writing coach will prepare SVCS staff to continue utilizing the methods.

SVCS will continue to identify, serve, and provide equitable services to special education students, EL students, homeless and title 1 students.

The afterschool program will continue to serve and support academically needy students. This program encompasses a broad range of focus areas including academic support, mentoring, and development.

SVCS plans to have a principal assistant or vice principal that will contribute to the well being of SVCS and will hold interventions.

Annual Measurable Outcomes

SVCS will continue to meet all statewide standards and conduct the student assessments required, pursuant to Education Code Section 60605, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools.

State Indicators	Method of Measurement	Frequency of Measurement
Maintain an Academic Performance Level of 7/10	5th grade science CAST Test	Annually
Meet 'Student Performance' indicators Blue being the highest, Green, Yellow, Orange and Red, the lowest.	SBAC tests 3-8th grade to maintain Blue or Green.	Annually
Exceed district average SBAC tests scores as broken out by grade level, and reportable subgroups	CAASPP tests	Annually
Exceed district average in physical fitness tests.	PE tests.	Quarterly
Maintain a 96% or above attendance rate	Attendance logs	Monthly
Rate as "satisfactory" or above on Parent Satisfaction Surveys	Parent Satisfaction Surveys	Annually
Student participation in academic competitions like Spelling Bee, Science Fairs and Visual and Performing Arts events.	Record of co-curricular and extra-curricular activities.	Annually
Student participation in community and civic activities	Record of community participation	Annually

Budget

The budget package received by the State is a strong and ongoing support of high-quality public education in California. SVCS's plan for the use of the 2020-2021 budget is to Expand the schoolwide improvement plan and strengthen the academic needs of its students during the COVID-19 pandemic.

The State and Federal allocated funds will be used towards the academic goals and expansion of technology and resources for all subgroups, such as Special Education, English Learners, Free or Reduced-Price Meals (FRPM), and Title III Immigrant students.

The Title I program is a federally funded program authorized under the Elementary and Secondary Education Act (ESEA) of 1965 as reauthorized by the Every Student Succeeds Act (ESSA). The purpose is to ensure all students have a fair, equal, and significant opportunity to obtain a high-quality education and reach minimum proficiency. These funds will improve basic programs operated by Sacramento Valley Charter School by consulting with teachers, Principal, pupil services personnel, and parents; and coordinating with other school programs.

Plan for Review and Revision of this Plan

SVCS continues to provide rigorous professional development to all teachers and may adopt other curriculum and online resources depending on the need of the students and the advancements in education and technology.

Unexpected circumstances may arise such as the COVID-19 Pandemic in which SVCS will adapt to the instructions coming from the California Department of Education. This plan will be modified and altered in order to meet all the academic needs of our students.

There will be an annual review of this schoolwide plan to update the goals, achievements and services provided to the stakeholders.

August 06, 2020

To the Board of Directors
Sacramento Valley Charter School
2399 Sellers Way
West Sacramento, CA 95691-3046

We are pleased to confirm our understanding of the services we are to provide Sacramento Valley Charter School (the "Charter School") for the year ended June 30, 2020. We will audit the financial statements of the Charter School, which comprises the statement of financial position, and the related statement of activities and the cash flows as of and for the year ended June 30, 2020.

We have also been engaged to report on supplementary information that accompanies the Charter School's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Supplementary schedules required by the *2019-20 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and *2018-19 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel, and will include tests of accounting records of the Charter School and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Charter School's financial statements. Our reports will be addressed to the Board of Directors of Sacramento Valley Charter School. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Charter School is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. 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. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste and abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures - Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Charter School's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements, proposed adjusting journal entries, and related notes of the Charter School in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to, include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

As per Federal and State Laws, we don't require, nor do we request, demand, collect, or desire any Personal Identifying Information ("PII"). PII includes but is not limited to individual's' first name (or first initial) and last name combined with other types of personal information, such as Social Security Number; home addresses; online identifiers; passport numbers; bank or credit card numbers; clearances; biometrics; date of birth; birth place; age; mother's maiden name; medical, criminal, and financial records; educational transcripts; email addresses, phone numbers; birth marks, professional designation, employment history, social media account information; driver's license numbers, any other similar and unique personal identifiers, etc. As such, do not provide our firm, staff, employees, consultants, contractors, managers, admin staff, third-party service providers with any of the aforementioned PII as we will not be perusing the records provided to us to identify and purge such records.

By your signature below, you acknowledge and agree that Harshwal & Company LLP is not responsible for "sanitizing" or "scrubbing" its workpapers in an attempt to identify and delete PII, and as such is not liable were such information to be retained by us or inadvertently accessed by third parties.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, proposed adjusting journal entries, and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, proposed adjusting journal entries, and related notes and that you have reviewed and approved the financial statements, proposed adjusting journal entries, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We have our technical resources and audit software in the cloud. We may from time to time, and depending on the circumstances, use third party service providers within and outside of the United States in serving your account. As required by Section 54.1 (b) of the California Code of Regulations, Title 16, confidential information provided by you to our firm, may be disclosed to persons, outside of the United States in connection with the services provided. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Charter School; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Harshwal & Company LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to management or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Harshwal & Company LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Management. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit as soon as the related records are ready. Sanwar Harshwal is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$11,025. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

The proposed fee estimate is contingent upon the Charter School having performed the following functions and sending us copies to review at least two weeks prior to us performing the audit fieldwork:

- 1) Submitting trial balances and general ledger to us in an electronic format.
- 2) Completing all steps and sending us copies of the requested information on the audit preparation guide, which we will provide.
- 3) Preparing the schedule of expenditures of federal awards.
- 4) All material balance sheet accounts need to be reconciled and scheduled. Prepare reconciliations of all checking (payroll and accounts payable, etc.) accounts, savings accounts and investment accounts on a monthly basis and send us copies of the year end reconciliations.
- 5) Providing us electronic copies of your payroll and accounts payable check registers for the fiscal year under audit.

We appreciate the opportunity to be of service to Sacramento Valley Charter School and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,
Harshwal & Company LLP



Sanwar Harshwal
(Managing Partner)

RESPONSE:

This letter correctly sets forth the understanding of Sacramento Valley Charter School.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____



**Consulting and Service Agreement
between
Total Education Solutions, Inc.
and
Sacramento Valley Charter School**

2020-2021

Total Education Solutions

CONSULTING AND SERVICES AGREEMENT

This Consulting and Services Agreement ("Agreement") is entered into as of the Commencement Date set forth in Section 1 below by and between Total Education Solutions, Inc. ("TES"), a California corporation, and Sacramento Valley Charter School ("Client").

RECITALS

- A. TES engages in the business of providing education, therapeutic, and consulting services to nonprofit and for profit education and social services agencies.
- B. Client is a charter school that offers educational/therapeutic programs to students at locations identified on Appendix B hereto (the "Service Locations") or online.
- C. Client wishes to engage TES to provide certain services with respect to Client's education and/or social service program (the "Program") and TES wishes to provide such services, pursuant to the terms and conditions set forth below.

AGREEMENT

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

1. COMMENCEMENT DATE AND TERM

This Agreement shall commence at 12:01 a.m. on July 1, 2020 (the "Commencement Date"), and shall continue until 11:59 p.m. on June 30, 2021 (the "Term").

2. SERVICES TO BE PROVIDED BY TES

During the Term of this Agreement, TES shall provide the services described on Appendix C hereto in connection with the Program (the "Services") to students/clients assigned by Client and TES shall provide personnel as TES determines are reasonably necessary to provide the Services (the "TES Personnel"), according to the Client's written or electronic Request for Service.

3. ADDITIONAL SERVICES

If Client requests any services from TES in addition to the Services, such additional services will be provided by TES only if the parties have mutually agreed in writing or by electronic request upon the specific additional services, the scope of such additional services, and the additional compensation to TES for such additional services.

4. CALENDAR

Services will not be provided by TES on Client holidays, Client breaks, or TES holidays without client written approval. Client must provide a copy of the client's calendar to TES prior to the start of commencement of this Agreement and provide at least 10 business days' notice of other closures to avoid paying TES for missed sessions.

TES observes the following legal holidays: Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Cesar Chavez Day, and Memorial Day. If TES holidays do not coincide with Client holidays, make-up services will be offered to Client's students.

5. RECORDS

TES agrees that all files, documents, records, and materials created by TES in the course of providing the Services during the Term of this Agreement, other than TES' internal and business documents, shall be the property of Client. TES agrees that upon expiration or termination of this Agreement for any reason, upon request TES shall deliver such property of Client to Client, subject to Sections 11(c) and 12(e)(ii) below. Both during and after the Term of this Agreement, TES shall be permitted to inspect and/or duplicate, at its own expense, any individual student file or record regarding the Program to the extent necessary to assure proper provision of Services, to meet professional responsibilities to students, to assist in the defense of any claim or threatened claim against TES or TES Personnel, and for the resolution of billing disputes, provided that such inspection or duplication is permitted and conducted in accordance with then applicable legal requirements and then prevailing standards for the confidentiality of student records. TES Personnel shall not disclose pupil records to any unauthorized person or entity without the consent required by The Family Educational and Privacy Act (20 U.S.C. §1232g; 34 CFR Part 99) and any other applicable laws, unless the disclosure is otherwise permitted by law.

6. RESPONSIBILITIES OF CLIENT

- (a) Service Frequency & Duration. Client will notify TES of the agreed upon service provision by requesting the service in TES TotalView or through an Individual Service Agreement (ISA), and provide prior notice to TES of any changes to the service provision or termination of services by updating the request in TES TotalView or submitting a new ISA.
- (b) Student Records. During the term of this Agreement, Client shall provide TES with such Student records, including, but not limited to Individualized Education Plans ("IEP") or Individual Family Service Plan ("IFSP"), as may be reasonably necessary for the proper provision of the Services. In accordance with Federal laws, special education services, such as those provided by TES, cannot be delivered to special education student without IEP/IFSPs or written signed consent. TES must verify an IEP/IFSP prior to provision of Services to students. For other students, written or electronic request is required as outlined in 6a above in order to provide non-IEP/IFSP services.
- (l) Notice of Meetings. Client shall provide TES with no less than ten (10) business days advance written notice of any and all meetings involving students in the Program provided by TES such as IEP/IFSP meetings, etc. For purposes of this Agreement, the term "business days" shall not include Saturdays, Sundays, or holidays.
- (c) Compliance with Laws. During the Term of this Agreement, Client shall comply in all respects with all applicable federal and state statutes, laws, regulations, ordinances, and rules relating to its business in general and the provision of special education services in particular.
- (d) Compliance with TES Policies. During the Term of this Agreement, Client shall comply in all respects with TES policies and procedures relating to student absences, difficulty contracting/serving students, and service refusal.
- (f) Facilities & Parking. TES will provide Services to Client at Client's facility, TES Clinics, agreed upon public location or online, and Client shall provide a facility (including space, facilities, furniture and furnishings) reasonably necessary for TES to provide the Services. TES utilizes a web-based database to document services, including student attendance and progress notes. Client shall provide all TES employees assigned to serve Client's student access to an on-site computer with connection to the Internet. The on-site computer does not need to be for the exclusive use of TES employees, and use of Client's computer(s) by TES employees will be solely for documentation purposes. There shall be no charge to TES to utilize Client owned, controlled, or leased sites or facilities and equipment arising from or related to the provision of Services. Additional Client sites or facilities may be added only if the parties have mutually agreed in writing. Parking will be made available to the assigned TES service provider if adequate and accessible street parking is unavailable. If Client is unable to provide parking to the TES personnel the Client will be invoiced for parking expenses on a monthly basis to cover incurred costs while on site providing services.
- (g) Access to WiFi. Client will provide TES service personnel with WiFi/internet accessibility while on site providing agreed upon services. If WiFi is unavailable due to network restrictions, the Client will be billed a monthly service charge for the provider to have access to WiFi through a mobile hotspot at \$50/month/provider and will be added to the monthly invoice for services.
- (h) Payment. Client shall compensate TES for the Services as provided in Section 9 below. TES will invoice each Client's site as indicated in Appendix B to include the date(s) and the start and end time for each type of service provided.

Services are documented electronically in TES' system. The client will determine additional documentation requirements before services commence.

7. ADDITIONAL RESPONSIBILITIES OF TES

- (a) Qualifications, Credentials, Licenses. All TES Personnel will be qualified in all material respects to provide the Services they provide on behalf of TES hereunder. All instructors and therapists provided by TES under this Agreement will meet State of California requirements for providing the Services, such as holding an appropriate California credential, certification or license and/or TB test clearance appropriate for providing the requested service. Upon written request, TES shall provide Client with a list of all TES Personnel that will serve student enrolled in the Program. Such a list will identify the credentials/licenses held by each of the TES Personnel. TES shall notify Client within forty-five (45) business days of any change of TES Personnel that are providing Services directly to student under this Agreement. An officer of TES shall certify to Client that TES Personnel providing instruction or therapy services hereunder are trained and accept responsibility as mandated child abuse reporters pursuant to California law, which certification shall accompany the list described in this Section 7(a).
- (b) Fingerprinting Requirements. TES shall conduct such criminal background checks of all TES Personnel through the Department of Justice ("DOJ") as required by applicable law and, upon receipt of DOJ clearance, certify to Client that no TES Personnel working with student of Client have been convicted of a violent or serious felony (as defined by applicable law) or are the subject of a criminal action pending upon charges of commission of a violent or serious felony (as defined by applicable law). The list of TES Personnel described in Section 7(a) above shall identify those TES Personnel who have been so cleared by DOJ.
- (c) Commencement of Services. TES will contact student and/or the student's parent or guardian if requested to do so by the Client, for the purpose of commencing services to such student within ten (10) business days after written notification from the Client (in one of the manners permitted by Section 16(f) below, which include TES TotalView and/or e-mail.). TES shall have (5) business days following such notification to notify Client in writing if TES is unable to commence Services to a student due to type of service requested or because the service requested is not otherwise consistent with the obligations of TES set forth in this Agreement.
- (d) Attendance Reporting. TES shall keep accurate records of Student attendance and time spent by TES Personnel in providing Services to student in the Program. Copies of such records will be provided to Client on a monthly basis with the invoices described in Section 9 below.
- (e) Service Logs. TES Personnel shall maintain auditable logs of Services provided. Such logs will be made available to Client, upon request, within five (5) business days. For purposes of this Agreement, the term "business days" shall not include Saturdays, Sundays or holidays. Should TES not be able to provide such requested Services, TES will notify Client in Writing, within ten (10) calendar days.
- (f) Program Monitoring. TES shall comply with Client's reasonable requests for periodic monitoring of student progress. Client shall have access to observe student in the instructional setting, to interview the TES Personnel providing instruction or therapy to Client's students, and to review the progress of such student, provided that TES shall be compensated (in accordance with Section 9) for all time spent by TES Personnel in such interview and review processes.
- (g) Progress Reports. For each student assigned to the Program by Client, TES shall provide Client and the applicable Parent(s) with a written progress report which shall identify current levels of performance and suggested goals of such student by agreed upon dates each school year.
- (h) Annual Reviews. For each student assigned to the Program by Client, TES shall provide Client and the applicable parent(s) with a written progress report that shall identify current levels of performance and suggested goals of the student at least five (5) business days prior mutually agreed upon dates such as scheduled IEP/IFSP meetings provided that TES has been given no less than ten (10) business days advance written notice of such IEP/IFSP meetings as required by Section 6(b) above.
- (i) Compliance with Laws. During the term of this Agreement, TES shall comply in all respects with all applicable federal and state statutes, laws, regulations, ordinances and rules relating to the provision of special education services.

- (j) Equal Treatment. TES and its employees shall not unlawfully discriminate against any person in the provision of services on account of disability, race, color, religion, ethnic origin, age, gender or sexual orientation.
- (k) Familiarity with student Records. TES Personnel shall review and familiarize themselves with student records such as IEP/IFSPs provided to TES pursuant to Section 6(a) above. TES Personnel shall review and become familiarized with documents provided to TES by Client or otherwise made available to TES relating to the individual needs of student in the Program, including but not limited to evaluations, reports, observations, and family history.
- (l) TES Client Information. TES will provide access to specific client information through its online portal, TES TotalView, and hereby grants to Client a non-exclusive license while this Agreement is in effect for the sole and exclusive purpose of fulfilling its obligations to TES and allowing TES to fulfill its obligations under this Agreement. Client acknowledges and agrees that TES TotalView and its related services and information constitute the property of TES and TES Proprietary Information (as defined in Section 15(a) below) and that Client's use of the TES TotalView is subject to Section 15(a) below. Without limiting the generality of the foregoing, Client agrees that (1) access to TES TotalView will be terminated upon the expiration or earlier termination of this Agreement, and (2) Client may not copy or reproduce the information found in TES TotalView, in whole or in part, without the prior written consent of TES (which TES may grant or deny in its sole and absolute discretion). Upon the expiration or termination of this Agreement, Client will cease any further use of TES TotalView except for the information required to be part of official school and pupil records under Federal and State regulations, as allowed by this Section.

8. CORPORATE INFORMATION/CONFLICTS OF INTEREST

TES and Client agree to furnish each other copies of their respective current corporate bylaws and a current list of their respective Boards of Directors and corporate officers. TES and Client mutually agree to take such actions as may be reasonable and necessary to avoid any actual or potential conflicts of interest.

9. COMPENSATION AND METHOD OF PAYMENT

- (a) Compensation. In consideration for the TES Services, Client shall compensate TES at the rates set forth on Appendix D, which rates shall be subject to adjustment as provided in Appendix D (the "Service Rates"). Compensation shall be payable by Client on a monthly basis as follows:
 - (i) Within fifteen (15) business days of the last day of each month during the Term of this Agreement, TES shall submit an invoice to Client for Services provided during such month at the rates described in Appendix D, showing a credit to Client for the amount of the Prepayment for that month, and accompanied by true and complete copies of the attendance and time records described in Section 7(d) above. Special requests of additional information or documentation beyond TES' usual and customary documentation must be agreed to in advance in writing and not create undue burden to TES. If the request requires a significant amount of time, a service charge will be added to each invoice to cover our out of pockets expenses. Each undisputed invoice so delivered shall be due and payable in full by Client within thirty (30) calendar days, subject to paragraph (ii) below.
 - (ii) If Client has a bona fide, good faith dispute with respect to whether a particular Service identified in a TES invoice hereunder was actually provided in accordance with the terms of this Agreement, Client shall give written notice to TES describing such dispute in reasonable detail within thirty (30) calendar days of the date of such invoice, accompanied by payment in full of all amounts shown on such invoice that are not the subject of the dispute(s) described on such notice. TES and Client shall use their best reasonable good faith efforts to resolve such dispute within the thirty (30) calendar day period following such notice, and Client will provide to TES all student and other records relevant to the disputed charges. If such dispute cannot be resolved within such thirty (30) day period, either TES or Client may terminate this Agreement on not less than forty (40) business days written notice pursuant to Section 12(b) below, and either party, regardless of whether the Agreement is then terminated, shall have the right to submit the dispute to mediation and arbitration in accordance with Section 16(j) below. The failure of Client to notify TES as to any disputed invoice or portion thereof in writing within thirty days pursuant to this subsection shall be a stipulation by Client that the charges therein are accurate and a waiver of any objection to those charges.

- (iii) For payments not received within thirty (30) calendar days as described in paragraph (i) above, Client shall pay a late charge of 3% interest on the outstanding balance, compounded monthly. Client also agrees to pay TES all costs incurred in collecting past due amounts, including actual attorney fees, court fees, and dispute resolution fees.
- (b) Time for which Compensation is Payable. TES shall be compensated in accordance with Appendix D for all time spent by TES Personnel providing Services which consist of instruction or therapy to student in the Program, completion of Progress Reports and Session Progress Notes, and consultation to Client, Client's staff and parents of Program students, and also for time scheduled for such instruction or therapy by Client or the parents of a student in the Program even if the student is not in attendance, unless TES or the affected TES Personnel has been given no less than 24 hours advance notice that the student will not attend or that the scheduled instruction or therapy has been cancelled.
- (c) Payment Address and Methods of Payment. Client will make all payments payable to: Total Education Solutions at 625 Fair Oaks Avenue, Suite 300, South Pasadena, CA 91030, Attn: Accounting Department. TES accepts checks, money orders, credit cards, or ACH.

10. INSURANCE

- (a) Insurance Obligations of TES. TES shall procure and maintain the following insurance while this Agreement is in effect:
 - (i) General Liability Insurance General Liability Insurance, including Professional Liability coverage, Sexual/Physical Abuse and Molestation, covering all activities of TES Personnel at Client's facilities in performance of TES' obligations under this Agreement with coverage of not less than One Million Dollars (\$1,000,000) for any incident and Three Million Dollars (\$3,000,000) general aggregate per incident, and Four Million Dollars (\$4,000,000) excess liability policy for a maximum of Seven Million Dollars (\$7,000,000) per total general aggregate limit. TES agrees to provide Client with a Certificate of Insurance.
 - (ii) Workers' Compensation And Employers' Liability Workers' disability compensation insurance covering each TES employee providing Services to Client hereunder, which insurance shall comply with all applicable legal requirements.
 - Part A. Statutory Limits
 - Part B. \$1,000,000/\$1,000,000/\$1,000,000 Employers' Liability
- (b) Insurance Obligations of Client. Client shall procure and maintain the following insurance while this Agreement is in effect:
 - (i) General Liability Insurance General Liability Insurance, including Professional Liability coverage, Sexual/Physical Abuse and Molestation with coverage of not less than One Million Dollars (\$1,000,000) for any incident and Three Million Dollars (\$3,000,000) general aggregate per incident, and Four Million Dollars (\$4,000,000) excess liability policy for a maximum of Seven Million Dollars (\$7,000,000) per aggregate limit.
 - (ii) Workers' Compensation and Employers' Liability Workers' disability compensation insurance which insurance shall comply with all applicable legal requirements.
 - Part A. Statutory Limits
 - Part B. \$1,000,000/\$1,000,000/\$1,000,000 Employers' Liability

11. INDEMNIFICATION

- (a) Indemnification by TES. TES shall defend, indemnify, and hold harmless Client and its officers, directors, agents and employees from all liabilities and claims for damages for death, illness, or injury to persons or damage to property (including without limitation, consequential damages) resulting from the negligence or willful misconduct of TES or its agents, employees, or subcontractors in performing TES' obligations hereunder.

- (b) Indemnification by Client. Client shall defend, indemnify, and hold harmless TES and its officers, directors, agents, shareholders, and employees from all liabilities and claims for death, illness, or injury arising to persons or damage to property (including, without limitation, consequential damages) arising from Client's operation of its business and/or resulting from the negligence or willful misconduct of Client or its agents, employees, or subcontractors (other than TES).
- (c) Notice, Cooperation, and Opportunity to Defend. The party entitled to be indemnified under this Section 11 (the "Indemnified Party") shall promptly notify in writing the party required to provide indemnification under this Section 11 (the "Indemnifying Party") of any matter giving rise to an obligation to indemnify and the Indemnifying Party shall defend such claim at its expense with counsel reasonably acceptable to the Indemnified Party, provided that the Indemnifying Party may not settle any such claim without the consent of the Indemnified Party, which consent will not be unreasonably withheld, conditioned, or delayed. The Indemnified Party agrees to cooperate with the Indemnifying Party and to make reasonably available to the Indemnifying Party any records or documents in the possession of the Indemnified Party that are relevant to or necessary to defend such claim. If the Indemnified Party desires to participate in the defense of a claim being defended by the Indemnifying Party, it may do so at its sole cost and expense, provided that the Indemnifying Party shall retain control over such defense. In the event the Indemnifying Party does not defend and resolve such claim, the Indemnified Party may do so without the indemnifying Party's participation, in which case the Indemnifying Party shall pay the expenses of such defense and any settlement, award, or judgment arising therefrom, and the Indemnified Party may settle or compromise such claim without the Indemnifying Party's consent. The failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations hereunder except to the extent that the Indemnifying Party is actually prejudiced by such failure to give notice.
- (d) Without in any way limiting the foregoing, each party shall bear responsibility for receiving, replying to, and/or complying with any audit exceptions or compliance investigations made by any state or federal agencies that are the result of the acts, omissions or conduct of such party or its respective employees or agents.
- (e) The provisions of this Section 11 shall expressly survive the expiration or termination for any reason of this Agreement.

12. TERMINATION

- (a) Without Cause. Either party may terminate this Agreement, without cause, upon at least sixty (60) business days prior written notice.
- (b) Dispute Over Charges. Either party may terminate this Agreement upon no less than forty (40) business days' notice as provided in Section 9(a)(ii) above.
- (c) For Nonpayment. TES may terminate this Agreement for Client's breach of its obligations to timely pay amounts due to TES under Section 9(a)(i) or 9(b) above, provided that TES gives written notice of such breach and Client does not pay TES the amount due (plus any interest due thereon under Section 9(a)(iii) above) within five (5) business days of such notice.
- (d) With Cause. Either party may terminate this Agreement upon the other party's material breach of any term or condition of this Agreement (other than a breach described in paragraphs (b) or (c) above) by giving not less than twenty (20) business days written notice of termination to the other party.
- (e) Effect of Termination. Upon the expiration or termination for any reason of this Agreement,
 - (i) TES will, within twenty (20) business days of termination, present a final invoice for all TES Services provided through the effective date of termination, which shall be due and payable in full within twenty (20) business days of delivery to Client, subject to Section 9(a)(iii) above.
 - (ii) TES shall, upon receipt of the payment described in Section 12(e)(i) above, turn over to Client all records of Client maintained by or under the control of TES.
- (f) All obligations of the parties, except for those described in this Section 12 and those that, by the express terms of this Agreement, expressly survive its expiration or termination, shall cease.

13. INDEPENDENT CONTRACTORS

The parties hereto acknowledge and agree that the relationship created between TES and Client as a result of this Agreement is strictly that of independent contractors. Nothing contained herein shall be construed as creating a partnership or joint venture relationship between the parties. Each party hereto shall be responsible for all compensation, salaries, taxes, withholdings, contributions, benefits, and worker's disability compensation insurance with respect to all personnel employed or contracted by such party and shall indemnify, defend, and hold harmless the other party and its officers, directors, agents, contractors, representatives and employees, from and against any and all liability, loss, damages, claims, causes of action, and expenses associated therewith (including without limitation attorneys' fees) caused or asserted to have been caused, directly or indirectly, by or as a result of same. The provisions of this Section shall survive the expiration or termination for any reason of this Agreement.

14. NO HIRE AGREEMENT

(a) No Hiring by Client.

(i) Client recognizes that each of the TES Personnel are unique and valuable resources of TES who have been trained by TES, that the Services to be provided hereunder are feasible only if TES Personnel have access to and interaction with Client and its agents and representatives under the terms of this Agreement, and that, but for this Agreement, Client would not have access to TES' employees. Client further acknowledges that TES Personnel have certain legal obligations, arising in contract and otherwise, to TES, which include obligations not to accept positions with TES' clients without the prior written consent of TES, not to solicit any TES client for employment or a competing business, or otherwise take any action to interfere with the relationship between TES and its clients. Accordingly, Client agrees that during the No Hire Period, neither Client nor any person who serves as an officer, director, employee, or agent of Client at any time during the term of this Agreement ("Client-Affiliated Person") shall, without the prior written consent of TES (which TES may grant or deny in its sole and absolute discretion), hire, employ, or contract with any TES Personnel or any other person(s) employed by TES at any time during the six (6) months immediately preceding such hiring, employment, or contracting, or directly recruit or solicit any such person(s) to become employed by or to contract with Client or any other person or entity, unless Client pays to TES a Recruiting Fee (as defined in Section 14(b)(ii) below) for each such person Client or any Client-Affiliated Person hires, employs, or contracts with, or agrees to hire, employ, or contract with during the No Hire Period (herein, a "Hired TES Worker").

(ii) The Recruiting Fee for each Hired TES Worker will be the greater of (A) ten-thousand dollars (\$10,000.00), (B) 10% of the Hired TES Worker's annual salary at the time of termination of his or her employment or contract with TES, or (C) 10% of the total compensation paid by TES to the Hired TES Worker during the twelve (12) months immediately preceding termination of his or her employment or contract with TES. The Recruiting Fee shall be additional compensation due to TES under Section 9 herein, shall be invoiced to Client in accordance with Section 9, and shall be due and payable in full within ten (10) calendar days, notwithstanding the provisions of Section 9(a)(ii) and subject to the provisions for the payment of interest and collection costs in Section 9(a)(iii). TES shall be entitled to apply all payments received from Client to any unpaid Recruiting Fee prior to any other item of Compensation due to TES under Section 9 herein. The parties agree that the damages TES would suffer as a result of Client's or a Client-Affiliated Person's hiring, employment, or contracting with any Hired TES Worker would be difficult or impossible to quantify and that the Recruiting Fee constitutes a reasonable, good-faith estimate of those damages based on all information known and discoverable by the parties as of the date hereof. In the event Client challenges the enforceability of the Recruiting Fee and the Recruiting Fee is held to be unenforceable by a court or arbitrator, generally or with respect to a specific Hired TES Worker, TES shall be entitled to any and all damages or other relief provided in law or in equity, including attorney fees and costs.

(b) Notification, Costs. Upon a breach of any party's obligations under this Section 14, the non-breaching party shall be entitled to be indemnified by the breaching party from any loss or harm, including without limitation, attorney fees and collection costs, in connection with any breach or enforcement of the breaching party's obligations under this Section 14. Each party will notify the other party in writing immediately upon any breach of this Section 14 of which it is aware.

- (c) Equitable Relief and Indemnification. Each party acknowledges that and agrees that due to the unique nature of TES Personnel and the employees of Client, respectively, and the competitively valuable nature of the trade secrets and confidential information of the other party to which its employees and contractors have access and knowledge, any breach of a party's obligations under this Section 14 may allow the breaching party or third parties to compete unfairly with the non-breaching party, resulting in irreparable harm to the non-breaching party that cannot be adequately compensated. Therefore, upon any such breach or any threat thereof, the non-breaching party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law. In addition, upon any breach of any party's obligations under this Section 14, the non-breaching party shall be entitled to be indemnified by the breaching party from any loss or harm, including without limitation, attorney's fees, in connection with any breach or enforcement of the breaching party's obligations under this Section 14. Each party will notify the other party in writing immediately upon any breach of this Section 14 of which it is aware.
- (d) Survival. The obligations of the parties under this Section 14 shall expressly survive the expiration or termination for any reason of this Agreement.

15. CONFIDENTIALITY

- (a) TES Proprietary Information. Client acknowledges and agrees that TES owns all rights, titles and interests in and to the TES materials and TES systems used in the performance of the Services hereunder, including, without limitation, all trade secrets, policies, procedures, know how, protocols, policies, operating manuals specifications, software, forms, education materials, financial information, as well as additions and modifications thereto developed and/or used by TES in the furtherance of TES operations and in performance of TES' obligations under this Agreement (collectively the "TES Proprietary Information"). Client shall maintain the confidentiality of all such TES Proprietary Information and shall not divulge such information to any third parties both during the term of this Agreement and after its termination except (i) as may be necessary for the discharge of its obligations under this Agreement, and (ii) as required by law. Client shall take reasonable precautions against disclosure of any TES Proprietary Information to unauthorized persons by any of its officers, directors, employees or agents. Client shall not directly or indirectly, without the express prior written permission of TES, use the TES Proprietary Information for any purpose except to the limited extent necessary for the provision of Services under this Agreement. Upon termination of this Agreement for any reason, Client shall cease all use of TES Proprietary Information and shall return to TES all manifestations and copies thereof in Client's possession or control except to the extent Client is allowed continued use of completed forms as set forth in Section 7(i).
- (b) Client Proprietary Information. TES acknowledges and agrees that in the course of performance of its obligations under this Agreement, TES will have access to certain information proprietary to Client, which may include but is not limited to trade secrets, policies, procedures, operating manuals, specifications, software, business or strategic plans, budgets, salary information, contractual arrangements or negotiations, financial information, and employee information (collectively, the "Client Proprietary Information"). All of such Client Proprietary Information shall be and remain the property of Client at all times, and TES shall have no right, title or interest therein. TES shall maintain the confidentiality of all Client Proprietary Information and shall not divulge such information to any third parties, except (i) as may be necessary for the discharge of its obligations under this Agreement and (ii) as required by law. TES shall take reasonable precautions against disclosure of any Client Proprietary Information to unauthorized persons by any of its officers, directors, employees or agents. Upon termination of this Agreement for any reason, TES shall cease all use Client Proprietary Information and shall return to Client all manifestations and copies thereof in TES' possession or control except to the extent that the information is retained for TES' internal and business records.
- (c) Equitable Relief and Indemnification. Each of the parties acknowledges and agrees that due to the unique nature of its proprietary information there can be no adequate remedy of law for any breach of its obligations hereunder, and that any such breach may allow the breaching party or third parties to unfairly compete with the non-breaching party resulting in irreparable harm to the non-breaching party that cannot be adequately compensated. Therefore, upon any such breach or any threat thereof, the non-breaching party shall be entitled to temporary, preliminary, and permanent injunctive relief in addition to whatever other remedies it might have at law and equity and to be indemnified by the breaching party from any loss or harm, including without limitation, actual attorney fees, in connection with any breach or enforcement of the breaching party's obligations hereunder or the unauthorized use or release of any such proprietary information. Each party will notify the other party in writing immediately upon the occurrence of any unauthorized release or other breach of which it is aware.

- (d) Exceptions. Notwithstanding anything else in this Agreement, claims for monies, due, claims for services rendered, claims for injunctive relief as provided for in Section 15(c) above, and/or claims for grant or financial assistance reimbursement due may, at either party's option, be brought separately and immediately in a court of competent jurisdiction or pursued through mediation as set forth below. In the event that a party pursues claims for monies due in court, all other disputes herein shall be subject to good faith mediation.
- (e) Survival. The obligations of the parties under this Section 15 shall expressly survive the expiration or termination for any reason of this Agreement.

16. MISCELLANEOUS

- (a) No Third Party Beneficiaries. The parties intend that the benefits of this Agreement shall inure only to TES and Client and not to any third person.
- (b) Entire Agreement. This Agreement, together with all appendices hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, supersedes all other and prior agreements on the same subject, whether written or oral, and contains all of the covenants and agreements between the parties with respect to the subject matter hereof.
- (c) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. No party may assign this Agreement or the rights, interests or obligations hereunder without the consent of the other party.
- (d) Counterparts. This Agreement, and any amendments thereto, may be executed in counterparts, each of which shall constitute an original document, but which together shall constitute one and the same instrument.
- (e) Headings. The section headings contained in this Agreement are inserted for convenience only and shall not effect in any way the meaning or interpretation of this Agreement.
- (f) Notices. Any notices required or permitted to be given hereunder by either party to the other shall be in writing and shall be deemed delivered: upon personal delivery or delivery by facsimile or electronic mail (provided that, in the case of facsimile the sender shall have obtained electronic or other confirmation of actual delivery, and in the case of electronic mail, the sender shall have delivered to both e-mail addresses identified below and shall not have received an electronic notice of non-delivery); twenty-four (24) hours following deposit with a courier for overnight delivery; or seventy-two (72) hours following deposit in the U.S. Mail via registered or certified mail, postage prepaid, return-receipt requested, addressed to the parties at the following addresses or to such other addresses as the parties may specify in writing:

If to TES: Total Education Solutions
 1337 Howe, Avenue, Suite 107
 Sacramento, CA 95825
 Attention: Lorette Shea
 Phone: 916-564-5010 or Facsimile: 916-564-5260
 E-mail: lsh@tesidea.com

If to Client: Sacramento Valley Charter School
 Address: 2399 Sellers Way
 West Sacramento, CA 95691-3046
 Attention: Dr. Amrik Singh, Principal
 Phone: 916-596-6422
 Email: into@sacvalleycharter.org

- (g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to choice of law provisions.
- (h) Waiver, Amendment. No waiver, amendment, or modification of this Agreement shall be effective unless the waiver, amendment, or modification is in writing and signed by the party against whom the waiver, amendment, or modification is to be enforced. Any waiver of any provision of this Agreement shall only be effective for the

specific instance and circumstance for which the waiver is given, and the waiver shall not affect the continuing enforceability of that provision in any other instance or circumstance.

- (i) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will nevertheless continue in full force and effect, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.
- (j) Dispute Resolution.
 - (i) If any dispute, controversy, or claim arises out of or relates to this Agreement, or the breach, termination or validity thereof, the parties agree first to try in good faith to settle the dispute by mediation. If the parties are unsuccessful in their attempt to mediate the dispute, then such disputes will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of JAMS/Endispute. Arbitration shall take place in Los Angeles, California. The parties shall have full rights of discovery in any such arbitration, as set forth in the California Code of Civil Procedure, including section 1283.05 thereof.
 - (ii) The parties further expressly agree that if a dispute arises regarding the applicability of arbitration under this clause, then the issue of whether this dispute is subject to arbitration will also be decided by arbitration in accordance with the Commercial Arbitration Rules of JAMS/Endispute, in Los Angeles, California.
 - (iii) The prevailing party in any arbitration arising out of this Agreement shall be entitled to recover reasonable attorney fees and costs.
 - (iv) The award of the arbitrator(s) shall be final and binding, and judgment upon the award may be entered in any court of competent jurisdiction. The prevailing party shall be entitled to recovery of reasonable attorney fees and costs in any court proceeding relating to this Agreement or the enforcement or collection of any award or judgment rendered under this Agreement.
 - (v) Notwithstanding this arbitration agreement, either party may seek and/or obtain injunctive relief (or any other provisional remedy) from any court having jurisdiction over the parties and the subject matter of the dispute (without reference to this arbitration agreement), and nothing in this Agreement shall be deemed or construed as preventing the same. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and reasonable attorney fees.
- (k) Further Assurances. The parties shall take such actions and execute and deliver such further documentation as may reasonably be required in order to give effect to the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the parties have each caused their duly authorized representatives to execute this Agreement as of the Commencement Date.

Total Education Solutions (TES)

Signature : _____ Date : _____
_____, Title _____

Sacramento Valley Charter School (Client)

Signature : _____ Date : _____
_____, Title _____

Appendix A

TES Contract Information

Contract Information

TES Main Contact: Lorette Shea
Full name as it should appear on contract

Mailing Address: 1337 Howe Avenue #107
Street Address

Sacramento CA 300
City State ZIP Code

95825
ZIP Code

Legal Signer: Lorette Shea Title: Director

Main Contact: Lorette Shea Title: Director

Phone Number: 916-564-5010

Accounting/Payment Information

Attention: Billing Department

Address: 625 Fair Oaks Ave 300
Street Address Suite #

South Pasadena CA 91030
City State ZIP Code

Email Address: billing@tesidea.com Phone Number: (323) 341-5580

TES Corporate Office Information

Address: 625 Fair Oaks Ave 300
Street Address Suite #

South Pasadena CA 91030
City State ZIP Code

President/CEO: Meaghan Donahue Phone Number: (323) 341-5580 Email: mdonahue@tesidea.com

Appendix B

School Contract Information

Services to be provided at the following (x all that apply): School Site Online TES Clinic Other

Contract Information

Legal Name/DBA:

Full name as it should appear on contract

Address:

Street Address

Suite #

City

State

ZIP Code

Legal Signer:

Title:

Legal Signer Email

Phone:

Main Contact:

Title:

Phone Number:

Email:

Invoice/Billing Information

Invoice:

Select preferred invoice delivery method Mail Email Both

Attention:

Address:

Street Address

Suite #

City

State

ZIP Code

Phone

Number:

Email Address:

School Site(s) Information

School Site Name:

Full name as it should appear on contract

Address:

Street Address

Suite #

City

State

ZIP Code

Main Contact:

Title:

Email Address:

Phone

Number:

School Site Name:

Full name as it should appear on contract

Address:

Street Address

Suite #

City

State

ZIP Code

Main Contact:

Title:

Email Address:

Phone

Number:

School Site(s) Information Continued

School Site Name:

Full name as it should appear on contract

Address:

Street Address

Suite #

City

State

ZIP Code

Main Contact:

Title:

Email Address:

Phone

Number:

School Site Name:

Full name as it should appear on contract

Address:

Street Address

Suite #

City

State

ZIP Code

Main Contact:

Title:

Email Address:

Phone

Number:

School Site Name:

Full name as it should appear on contract

Address:

Street Address

Suite #

City

State

ZIP Code

Main Contact:

Title:

Email Address:

Phone

Number:

School Site Name:

Full name as it should appear on contract

Address:

Street Address

Suite #

City

State

ZIP Code

Main Contact:

Title:

Email Address:

Phone

Number:

Appendix C

Services

Upon written or electronic request by Client, services can be provided in person or online. Below is an overview of available services.

- I. Case Management and Administrative Services—manage all special education administrative functions including oversight of the entire special education compliance and service delivery process: obtaining special education records; establishing and monitoring confidential student special education files; monitoring compliance time-lines for 30-day, initial, annual and triennial IEP/IFSPs; scheduling, convening and running IEP/IFSP meetings; coordinating with parents, administrators, service providers to ensure adherence to the child's IEP/IFSP; assisting in the establishment of the Child Find and student Study Team and Response to Intervention (RTI) process and monitoring compliance with ADA, Section 504, etc.
- II. Professional Development and Training—develop and/or deliver training programs and/or materials for designated audience including but not limited to general education teachers, special education providers, administrators, and/or parents. Client recognizes that all trainings and related materials constitute property of TES and shall not be duplicated without written consent of TES.
- III. Psychological-Education (PSY) and Assessment Services—conduct initial assessments, re-evaluations, and triennial evaluations required by federal and state education codes in order to determine child's level of functioning for the development of an initial IEP/IFSP or to evaluate the child's annual or three year progress on his or her IEP/IFSP. All assessments conducted by licensed and/or credentialed personnel including School Psychologists, Speech and Language Specialists; Resource Specialists, etc. Written report included.
- IV. Instruction—provide all special education services, including Resource Specialist Program, Special Day Class and full-inclusion services, to eligible student assigned by Client to TES. TES will work with Client to develop a full continuum of services as appropriate. Services shall include the following:
 - Pre-post testing to establish baseline and progress data.
 - Establishment/monitoring of individual goals and objectives in keeping with the school, the authorizing school district; and California Standards as necessary.
 - Daily, weekly, quarterly and/or annual progress reports.
 - Individual, small group services.
 - Services model delivery based on IEP/IFSP goals.
- V. Designated Instructional Services—provide all Related Services including Speech and Language Therapy, Occupational Therapy, Physical Therapy, Vision Therapy, services for the Deaf and Hard of Hearing, School Nursing Services, School Counseling, Adapted Physical Education to those students of Client eligible therefore and assigned by Client to TES. Services shall include the following:
 - Pre-post testing to establish baseline and progress data.
 - Establishment/monitoring of individual goals and objectives in keeping with the school, the authorizing school district; and California Standards as necessary.
 - Daily, weekly, quarterly and/or annual progress reports.
 - Individual, small group services.
 - Service delivery model based on IEP/IFSP goals.
- VI. Behavioral Intervention Services—provide an array of behavior intervention services including one to one classroom support as well as specific intervention strategies such as discrete trial training, floor time, play therapy, and sensory-motor therapy for eligible student assigned by Client to TES. Services shall include the following:
 - Functional Behavior Analysis
 - Pre/post testing to establish baseline and progress data.
 - Establishment of Behavior Intervention Plans.
 - Establishment of individual goals and objectives in keeping with the school, the authorizing school district; and California Standards necessary.
 - Daily, weekly, quarterly or annual progress reports as required.

- Individual, small group services
- Service delivery model based on IEP/IFSP goals.

In addition, TES service providers provide the following IEP/IFSP support services in their area of professional expertise, including:

- VII. Compliance Review—ensures that client meets Federal, state, county, SELPA and local regulations regarding the provision of special education as authorized on each child's IEP/IFSP; provides an audit of Individual Plans such as Individualized Education Programs (IEP/IFSP) including review and maintenance of files for all Special Education student in assigned caseload to determine current IEP/IF status, eligibility and compliance needs; obtains missing Individual Plans and related records for Special Education student in assigned caseload; and obtains required parent authorization for assessment and services in assigned caseload.
- VIII. Individual Plan Development—provide administrative services to develop IEP/IFSPs/ITPs for eligible student in assigned caseload to ensure compliance with state and federal requirements.
- Write quarterly and/or annual progress reports as required.
 - Undertake other such Individual Plan development duties as determined by mutual agreement with the school.
- IX. Individual Plan Meeting Attendance – Attendance by a TES representative at student ITP/IEP/IFSP meetings for all students assigned to TES, including students assigned to TES for evaluations/assessments as described in above. Attendance by TES special education specialists may include writing of Individual Plans and establishment of individual goals and objectives if instructed in writing by Client.
- X. Consultation – Consultation services include in-service training for your general education staff; developing a Child Find and/or student Success Team model and Response to Intervention (RTI); behavior observation; electronic special education data input; consulting with general education teachers on accommodations in the general education program; consulting with parents or school administrators; consulting on compliance the Individuals with Disabilities Education Act; Parent's Due Process Rights under the Individuals with Disabilities Education Act; the Americans with Disabilities Act; and Section 504, etc.

Service Location and Delivery Mode

Services can take place at one or more of the following locations:

- XI. School Site –in a space designated by the school and conducive to the service being requested. See Section 6.(e) above.
- XII. TES Clinic Location – services can be held at the TES Clinic sites upon request.
- XIII. Community Location –services can be held at an agreed upon community location.
- XIV. Online – services can be held online using our HIPAA and FERPA compliant portal. Clients can attend session in their own home or at the school site. If the client is a minor, a responsible adult must be present throughout the online session and available for technical and therapeutic/academic support. Additional training and documentation is necessary to allow for successful implementation of this service delivery mode.
- XV. Blended Service Delivery Mode: clients may choose to utilize a blended program in which services are provided both online and in person. Additional fees may apply.

Special Education Services shall also include Specialized Academic Instruction Program, Special Day Class Programs and Designated Instructional Services ("DIS") as necessary, in the reasonable judgment of TES, to meet student needs and legal requirements; provided that if TES, in its reasonable judgment, believes that any student(s) may require such services or other similar services which, in quantity or scope, are beyond the levels of service which are contemplated hereunder or are otherwise cost prohibitive in light of the rates set forth in Appendix D (collectively, "Extraordinary Services"), TES shall identify such student(s) to Client in writing, and Client and TES shall, within fifteen (15) business days of such notice, meet and negotiate in good faith regarding additional compensation to TES for such Extraordinary Services.

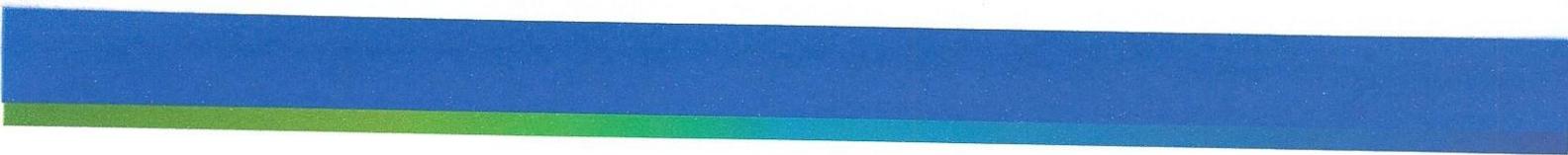
**Appendix D
Rate Schedule**

Services	Individual per hour	Group per student per hour
Adapted Physical Education		
Direct Services	\$100.00	\$54.00
Assessment	\$100.00	
Assistive Technology		
Assessment	\$100.00	
Behavior		
Direct Services - BCBA	\$100.00	
Direct Services - BID	\$65.00	
Direct Services - BII	\$51.00	\$30.00
Assessment - FBA	\$100.00	
Counseling		
Direct Services - PPS	\$100.00	\$54.00
Language and Speech		
Direct Services	\$100.00	\$54.00
Direct Services (SLPA)	\$90.00	\$50.00
Assessment	\$100.00	
Assessment - AAC	\$100.00	
Nursing		
Assessment – Health 2-hour minimum	\$100.00	
Occupational Therapy		
Direct Services	\$100.00	\$54.00
Direct Services (COTA)	\$90.00	\$50.00
Assessment	\$100.00	
Physical Therapy		
Direct Services	\$100.00	
Direct Services (PTA)	\$90.00	
Assessment	\$100.00	
School Psychology		
Direct Services	\$135.00	
ERICs	\$135.00	
Assessment – Psycho-Educational	\$135.00	

Specialized Academic Instruction		
Direct Services – Education Specialist	\$75.00	
Assessment – Academic	\$90.00	
Instructional Aide	\$55.00	
Special Education Program Oversight	\$75.00	
Special Education Aide	\$55.00	\$22.00
Tutor	\$55.00	\$25.00

TES Connect - Online Services	
Administrative Time – <i>scheduling with families, sending meeting invites, transferring student information to digital format</i>	Hourly rate
Direct Services	Hourly rate
E-Helper	Special Education Aide rate
Online No-Show	Half of the scheduled time at the hourly rate
Online Orientation – <i>technology check and tutorial</i>	Hourly rate

Additional Fees*		
Service	Description	Fee
Administrative Time	Documentation, session prep, and email	Hourly Rate
Assessment – Rush	For assessments within 21 calendar days, an additional 3 hours charged	
Breaks	CA mandated breaks will be billed to school site for providers or assessors on site for more than 2 hours per day	
Consultation	Collaboration with school, parent and/or IEP team, conferences	
Drive Time	Requires advanced written agreement by both parties	
IEP Development/Attendance	Caseload setup, IEP review, progress reports	
Interpretation/Translation	Call for rate	
No Show	Cancellations made within 24 hours of scheduled service, assessment or meeting	
On Call	Provider to charge hourly rate for time requested	
Professional Development	Call for proposal	
Program Planning	Lesson and session planning	
Single Service	An additional 20 minutes of administrative time per session will be added for single services at a school site	
Unforeseen School Closure	Power outage, natural disaster, school closure, etc. without 24-hour notice	





County of Yolo

625 COURT STREET, ROOM 201 WOODLAND, CALIFORNIA 95695

PHONE: (530) 666-8172
FAX: (530) 666-8279
Hope P. Welton, Senior Deputy

PHILIP J. POGLEDICH
COUNTY COUNSEL

June 30, 2020

TO ALL LOCAL GOVERNMENT AGENCIES IN YOLO COUNTY

Re: 2020 Local Agency Biennial Conflict of Interest Code Review

To Whom It May Concern:

The Political Reform Act requires every local government agency to review its conflict of interest code biennially. Each agency in California must submit to the Board of Supervisors for their County a notice indicating whether or not an amendment to their code is necessary. If you are receiving this letter it is because you are believed to be a government agency solely located within the boundaries of Yolo County.

The 2020 Local Agency Biennial Notice Form must be completed by your Agency no later than October 1, 2020. **Please submit your Form to the Office of the County Counsel by September 1, 2020 in order to meet the deadline for submission to the Yolo County Board of Supervisors.** A self-addressed, stamped envelope is also enclosed for your convenience.

A Conflict of Interest Code may be required for your Agency if:

- It has a regulatory, quasi-regulatory, permit, licensing or planning authority or function;
- It has acquired or plans to acquire real property; and/or
- Your annual operating budget now exceeds \$150,000.00 (excluding salaries).

Please complete the 2020 Request for Exemption Form and return it to our office by September 1, 2020 if a Conflict of Interest Code is not required for your Agency.

Amendments to your Agency's Code may be required if:

- You have added new positions;
- Titles of existing positions have been revised;
- Position titles have been abolished;
- Not all positions that manage public investments have been designated; and/or
- Disclosure categories require revision.

Assistance in reviewing your Agency's Conflict of Interest Code is available from our office if you do not have your own legal counsel. Please call 530-666-8172 for assistance or to update your information in our file.

Very truly yours,

Philip J. Pogledich
County Counsel

Hope P. Welton
Hope P. Welton
Senior Deputy

Enc: 2020 Local Agency Biennial Notice Form, 2020 Request for Exemption Form

2020 Local Agency Biennial Notice

Name of Agency: _____

Mailing Address: _____

Contact Person: _____ Phone No. _____

Email: _____ Alternate Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that *(check one BOX)*:

An amendment is required. The following amendments are necessary:

(Check all that apply.)

- Include new positions
- Revise disclosure categories
- Revise the titles of existing positions
- Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- Other *(describe)* _____

The code is currently under review by the code reviewing body.

No amendment is required. (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2020**, or by the date specified by your agency, if earlier, to:

(PLACE RETURN ADDRESS OF CODE REVIEWING BODY HERE)

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

**SACRAMENTO VALLEY CHARTER SCHOOL
CONFLICT OF INTEREST CODE**

I. ADOPTION

In compliance with the Political Reform Act of 1974, California Government Code Section 87100, et seq., Sacramento Valley Charter School hereby adopts this Conflict of Interest Code ("Code"), which shall apply to all governing board members and all other designated employees of Sacramento Valley Charter School ("Charter School"), as specifically required by California Government Code Section 87300.

II. DEFINITION OF TERMS

The definitions contained in the Political Reform Act of 1974, the regulations of the Fair Political Practices Commission, specifically California Code of Regulations Section 18730, and any amendments or modifications to the Act and regulations are incorporated by reference to this Code.

III. DESIGNATED EMPLOYEES

Employees of this Charter School, including governing board members who hold positions that involve the making or participation in the making of decisions that may foreseeably have a material effect on any financial interest, shall be "Designated Employees." The Designated Employee positions are listed in "Exhibit A" attached to this policy and incorporated by reference herein.

IV. STATEMENT OF ECONOMIC INTERESTS: FILING

Each Designated Employee listed on Exhibit A shall file a Form 700 Statement of Economic Interest ("Statement") at the time and manner prescribed by California Code of Regulations, title 2, section 18730, disclosing reportable investments, interests in real property, business positions, and income required to be reported under the category or categories to which the Designated Employee's position is assigned in "Exhibit A."

An investment, interest in real property, or income shall be reportable if the business entity in which the investment is held, the interest in real property, the business position, or source of income may foreseeably be affected materially by a decision made or participated in by the Designated Employee by virtue of his/her position. The specific disclosure responsibilities assigned to each position are set forth in "Exhibit B."

Statements Filed With the Charter School. All Statements shall be supplied by the Charter School. All completed, signed Statements shall be filed with the Charter School and the Charter School's filing officer shall make and retain a copy of the Statement and forward the original to the County Board of Supervisors.

V. DISQUALIFICATION

No Designated Employee shall make, participate in making, or try to use his/her official position to influence any Charter School decision which he/she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the Designated Employee, or a member of his/her immediate family.

VI. MANNER OF DISQUALIFICATION

A. Non-Governing Board Member Designated Employees

When a non-Governing Board member Designated Employee determines that he/she should not make a decision because of a disqualifying interest, he/she should submit a written disclosure of the disqualifying interest to his/her immediate supervisor. The supervisor shall immediately reassign the matter to another employee and shall forward the disclosure notice to the Charter School Principal, who shall record the employee's disqualification. In the case of a Designated Employee who is head of an agency, this determination and disclosure shall be made in writing to his/her appointing authority.

B. Governing Board Member Designated Employees

Governing Board members shall disclose a disqualifying interest at the meeting during which consideration of the decision takes place. This disclosure shall be made part of the Board's official record (in the minutes). The Board member shall refrain from participating in the decision in any way (i.e., the Board member with the disqualifying interest shall refrain from voting on the matter and shall leave the room during Board discussion and when the final vote is taken) and comply with any applicable provisions of the Charter School bylaws.

EXHIBIT A

Designated Positions

- I. Persons occupying the following positions are Designated Employees and must disclose financial interests in all categories defined in "Exhibit B" (i.e., categories 1, 2, and 3).
 - A. Members of the Governing Board and their alternates (if applicable)
 - B. Principal of Charter School

EXHIBIT B

Disclosure Categories

Category 1 Reporting:

- A. Interest in real property which is located in whole or in part either (1) within the boundaries of the District, or (2) within two miles of the boundaries of the District, including any leasehold, beneficial or ownership interests or option to acquire such interest in real property.

(Interests in real property of an individual include a business entity's share of interest in real property of any business entity or trust in which the designated employee or his or her spouse owns, directly, indirectly, or beneficially, a 10% interest or greater.)

- B. Investments in or income from persons or business entities which are contractors or sub-contractors which are or have been within the previous two-year period engaged in the performance of building construction or design within the District.
- C. Investments in or income from persons or business entities engaged in the acquisition or disposal of real property within the District.

(Investment includes any financial interest in or security issued by a business entity, including but not limited to common stock, preferred stock, rights, warrants, options, debt instruments and any partnership interest or other ownership interests.)

(Investments of any individual include a pro rata share of investments of any business entity or trust in which the designated employee or his or her spouse owns, directly, indirectly or beneficially, a ten percent interest or greater.)

(Investment does not include a time or demand deposit in a financial institution, shares in a credit union, any insurance policy, or any bond or other debt instrument issued by any government or government agency.)

Category 2 Reporting:

- A. Investments in or income from business entities which manufacture or sell supplies, books, machinery or equipment of the type utilized by the department for which the designated employee is Manager or Charter School Principal. Investments include interests described in Category 1.

Category 3 Reporting:

- A. Investments in or income from business entities which are contractors or sub-contractors engaged in the performance of work or services of the type utilized by the department for which the designated employee is Manager or Charter School Principal. Investments include the interests described in Category 1.



Home / Finance & Grants / CARES Act Funding / LLMF Frequently Asked Questions

LLMF Frequently Asked Questions

Learning Loss Mitigation Funding (LLMF) frequently asked questions and responses.

1. Do LEAs need to apply for LLMF?

Yes, the application is available at the [Learning Loss Mitigation Funding web page](#) and is due by August 5th in order to be included in the first apportionment.

2. Will CDE post preliminary allocations?

Yes, the California Department of Education (CDE) has posted local education agencies' (LEAs') preliminary allocations on the [Learning Loss Mitigation Funding web page](#).

3. Are there different formulas in how funds will be distributed to LEAs?

Yes, there are three different funding formulas that will make up the distribution to LEAs, information can be found on the [Learning Loss Mitigation Funding web page](#).

4. Will LEAs be required to report to CDE on these funds?

Yes, the CDE will be requiring LEAs to report monthly on the use of funds. CDE will be sending out information soon on what this reporting process will look like.

5. What are the allowable uses of LLMF?

LEAs must use the funds in accordance with Senate Bill 98 (Committee on Budget and Fiscal Review, Chapter 24, Statutes of 2020):

- Addressing learning loss or accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports that begin before the start of the school year and the continuation of intensive instruction and supports into the school year.
- Extending the instructional school year by making adjustments to the academic calendar, increasing the number of instructional minutes provided during each week or schoolday, or taking any other action that increases the amount of instructional time or services provided to pupils based on their learning needs.
- Providing additional academic services for pupils, such as diagnostic assessments of pupil learning needs, intensive instruction for addressing gaps in core academic skills, additional instructional materials or supports, or devices or connectivity for the provision of in-classroom and distance learning.
- Providing integrated pupil supports to address other barriers to learning, such as the provision of health, counseling, or mental health services, professional development opportunities to help teachers and parents support pupils in distance-learning contexts, access to school breakfast and lunch programs, or programs to address pupil trauma and social-emotional learning.

6. When is the date that the LEAs must expend the funds by?

LEAs must expend both CR Funds and GF by December 30, 2020. For GEER Funds, LEAs have until September 30, 2022 to expend.

7. Are newly operational charter schools eligible?

Newly operational charter schools are not eligible for LLMF. These charter schools do not generate an allocation because the data elements are based on prior year, and there is no provision in statute to fund new charter schools on current year.

8. Do any supplement not supplant requirements apply to LLMF? (new 8/4/20)

The CR Funding and the GF do not include a supplement not supplant provision.

For the GEER Fund, the supplement not supplant provision may apply depending on how an LEA determines their equitable services calculation. Please review [Elementary and Secondary School Relief \(ESSER\) FAQs](#) for more information on how the equitable services requirement applies to CARES Act funds.

9. Is the LLMF subject to the equitable services requirement? (new 8/4/20)

Only the GEER funds are subject to equitable services. Please review the [ESSER FAQs](#) for more information on how the equitable services requirement applies to CARES Act funds.

Questions: Government Affairs Division | CARESAct@cde.ca.gov

Last Reviewed: Tuesday, August 04, 2020

ELEMENT IV. GOVERNANCE STRUCTURE

“The governance structure of the charter school including, but not limited to, the process to be followed by the charter school to ensure parental involvement.”

- Education Code Section 47605(b)(5)(D)

A. Nonprofit Public Benefit Corporation

The Charter School is a directly funded independent charter school operated as a California Nonprofit Public Benefit Corporation, pursuant to California law, which will operate under a 501(c)(3) tax exempt status.

The Charter School operates autonomously from the District, with the exception of the supervisory oversight as required by statute and other contracted services as negotiated between the District and the Charter School. Pursuant to Education Code Section 47604(c), the District shall not be liable for the debts and obligations of the Charter School, operated by a California nonprofit public benefit corporation, or for claims arising from the performance of acts, errors, or omissions by the Charter School as long as the District has complied with all oversight responsibilities required by law. (Articles of Incorporation, Bylaws and a Conflict of Interest Code for the Charter School are attached as Appendix G.)

B. Board of Directors

The Charter School is governed by a Board of Directors (“Board” or “Board of Directors”) in accordance with its adopted corporate bylaws, which is maintained to be consistent with the terms of this charter. The Board of Directors will have no less than three and no more than five members with expertise among members in the areas of education, real estate/facilities, business/finance, transportation management and administration/organization.

The Board composition follows the Bylaws for succession.

In addition, in accordance with Education Code Section 47604(b), the authority that grants a charter to a charter school to be operated by a nonprofit public benefit corporation shall be entitled to a single representative on the Board of Directors of the nonprofit corporation. If the District places a representative on the Board, the total number of Board members may be increased by one to maintain an odd number of Board members.

Board members shall serve a term of 2 years.

The Charter School Board adopted a Conflict of Interest Code which complies with the Political Reform Act, Corporations Code Conflicts of Interest rules, and any charter school specific conflicts of interest regulations. As noted above, the Conflict of Interest Code is attached as Appendix G.

The Charter School posts meeting notices at the Charter School in advance of all Board meetings to be held the monthly in accordance with the Brown Act. A scribe will record all meeting minutes

and publish them for all stakeholders to view. The SVCS Board of Directors will comply with the Brown Act.

The Board will hold ultimate responsibility for the operation of the Charter School, its compliance with applicable laws and regulations, its financial soundness, and the execution of its mission. The Board will solicit input and opinions from the parents of students, the faculty and staff regarding issues of significance and will weigh the input and opinions carefully before taking action. The Board will focus its work on:

- Upholding the mission and vision of the Charter School
- Providing strategic vision and performing long-range planning
- Hiring and evaluating the Principal
- Creating external or sub-committees as needed, including but not limited to, a nominating committee and an audit committee
- Ensuring compliance with applicable law such as the Public Records Act and policies such as Conflict of Interest.
- Approving and monitoring the Charter School budget and the Charter School's fiscal practices, including solicitation and receipt of grants and donations
- Providing notice and holding meetings in compliance with the Brown Act
- Approving personnel policies, and all hiring and dismissal of Charter School personnel
- Approving and monitoring management of school liabilities, insurance, health, safety, and risk-related matters

The Board has adopted policies and procedures regarding self-dealing and conflicts of interest. The Board may initiate and carry out any program or activity that is not in conflict with or inconsistent with any law and which is not in conflict with the purposes for which charter schools are established. The Board may execute any powers delegated to it by law and shall discharge any duty imposed by law upon it and may delegate to an employee of the corporation any of those duties with the exception of budget approval or revision, approval of the fiscal audit and performance report, and the adoption of Board policies. The Board, however, retains ultimate responsibility over the performance of those powers or duties so delegated. Such delegation will:

- Be in writing;
- Specify the entity designated;
- Describe in specific terms the authority of the Board of Directors being delegated, any conditions on the delegated authority or its exercise and the beginning and ending dates of the delegation; and
- Require an affirmative vote of a majority of Board members.

New Board members will receive training within their first year on the Board, while continuing members will receive training approximately every three years. Some of the topics for the training sessions are:

- Brown Act
- Conflict of Interest

- Delineation of Roles and Responsibilities
- Strategic Planning and Thinking
- Legal and Financial Responsibilities
- Effective Board-Staff Relations
- Creating Effective Committees
- Effective Board Self-Assessment

The above list is a sample and is not meant to be exhaustive.

SVCS Board of Directors

Chamkaur S. Dhatt

Mr. Chamkaur Dhatt earned a Bachelor of Engineering in 1971. He and a colleague engineer started a business. After leaving that business, Mr. Dhatt started teaching undergraduate students at the Guru Nanak Engineering College Panjab University. While teaching, he earned a Master's degree in engineering from Punjab University with a thesis on transmission lines. He then taught both undergraduate and graduate students until 1992.

Mr. Dhatt came in the USA in April 1992. He passed the Engineer in Training exam and joined California Cedar Products Company, in its electronic research laboratory, where he designed and modified electronic circuits for the automation process of products.

Mr. Dhatt took automotive classes and received a smog technician license. In 1998, he joined the California Department of Transportation (Caltrans) and passed the Professional Engineering exam. During this time, Mr. Dhatt also held a real estate license. He retired from Caltrans in July 2018.

Narinder Thandi

Mr. Narinder Thandi immigrated to the US in 1984 after completing his college education from Punjab (India). He attended D.A.V College, Hoshiarpur, an affiliated postgraduate institution of Panjab University, Chandigarh, and completed a master's degree. During his 34 years in the US, Mr. Thandi worked hard, paid his bills, taxes and built a transportation company, Charter America. He has a fleet of 17 coaches that have been serving schools, colleges, universities and private parties for 25 years. He deals with transportation needs of University of California, Davis, Sacramento City College and many schools.

His experience and expertise have been very useful in running the School's buses and vans, maintenance, driver training, safety training, route mapping, approving school bus stops, reviewing bus repairs and maintenance, and getting school buses inspected and certified by DMV and CHP.

Mr. Thandi is married to Tashi Thandi, who works as an Assistant Manager Customer Services for Southwest Airlines. Their son attended Sacramento Valley Charter School for his elementary education, and is currently in a high school. They have a daughter who is in 4th grade.

Surjit Dhillon

The Role of the Board and the Principal

Introduction

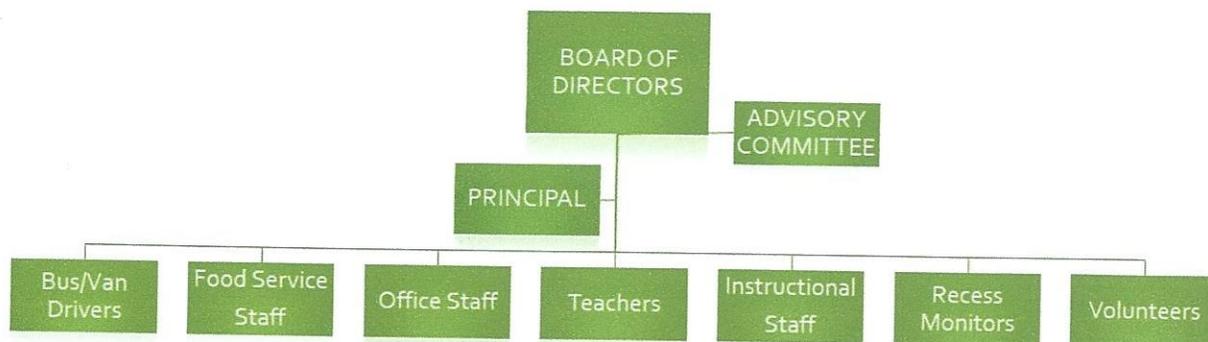
Recognizing that Charter Schools are governed by Boards, not by individual Board members, and the relationship between the Board of Directors (Board) and the Sacramento Valley Charter School's (SVCS) Principal is crucial to the effective operation of the school, ensuring that the academic program of SVCS is successful, that the school's programs and operations are faithful to the terms of its Charter, and that the school is a viable organization, this policy clarifies the Board's and the Principal's primary roles in governing and operating SVCS.

The Composition of the SVCS Board of Directors

SVCS is governed by a corporate Board of Directors (Board) in accordance with applicable California Corporations Code Sections and its adopted bylaws. The Board has a legal fiduciary responsibility for the well-being of SVCS, and shall be comprised as follows:

- The Board shall have no less than five (5) and no more than seven (7) directors in accordance with the Bylaws of Sacramento Valley Charter School.

Organization Chart: The following is SVCS organization chart:



The Board of Directors Primary Roles and Responsibilities

1. Determine the mission and purpose of SVCS and keep it clearly in focus. This includes the development, review, or revision of SVCS' accountability and mission.
2. Hiring, supporting, and evaluating the Principal of SVCS so that the vision, goals and policies of the school can be effectively implemented. This includes, but is not limited to, providing

Approved by Sacramento Valley Charter School Board of Directors Feb. 12, 2020

frequent and constructive feedback, providing direction to the Principal pursuant to established policies, assisting when Board members overstep prerogatives or misunderstand their roles, and complimenting for exceptional accomplishments.

3. Conducting regular and timely evaluations of the Principal based on the vision, goals and performance of the school, and ensuring that the Principal does the same for other SVCS personnel.
4. Ensure effective organizational planning by reviewing the SVCS organizational plan for concrete and measurable goals that are consistent with the charter and accountability plan.
5. Approval of all contractual agreements that are in excess of the authority granted to the Principal or his designee.
6. Adopting a fiscally responsible budget based on SVCS' vision and goals, and regularly monitoring the fiscal health of SVCS.
7. Act as the fiscal agent by receiving funds for the operation of SVCS in accordance with charter school laws and the receipt of grants and donations consistent with the mission of SVCS.
8. Contracting with an external auditor to produce an annual financial audit according to generally accepted accounting practices and approval of these annual fiscal and performance audits.
9. Determine, monitor and strengthen SVCS programs and services, by ensuring that programs and services are consistent with the mission and the charter, approving measurable organizational outcomes, approving annual, attainable Board and management level goals, monitoring progress in achieving the outcomes and goals, and assessing the quality of the program and services.
10. The Board may establish committees of parents, students, educators, and community members as necessary, in support of the school's programs and the development of a common vision for SVCS which is focused on learning and achievement, and that is responsive to the needs of all students.
11. Exercising control of the school in accordance with the State and Federal Constitution, and applicable laws and regulations.
12. Executing all other responsibilities provided for in the California Corporations Code.
13. Development and approval of the school's calendar and schedule of Board meetings.

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14. Adopting, evaluating, and updating Board policies and procedures consistent with the law and the school's mission.
15. Review and act on requests for out-of-state or overnight field trips.
16. Participation in the dispute-resolution procedure and complaint procedures when necessary.
17. Maintaining accountability for student learning by adopting the school's curriculum and monitoring student progress.
18. Consulting with the Principal on his or her recommendations and take action in consideration of them.
19. Ensuring that a safe and appropriate educational environment is provided to all students.
20. Ensuring adequate equipment, supplies and other facilities for the operation of SVCS.
21. Hearing communications, written and/or oral, from citizens and organizations on matters of administration, finance, organization, policy and program.
22. Approval of charter amendments.
23. Approval of personnel discipline (suspensions or dismissals), as needed, and/or requested by the Principal and in accordance with school policy.
24. Appoint an administrative panel to act as a hearing body and take action on recommended student expulsions.
25. Conducting annual elections of officers and, as needed, new Board members.

The Principal primary roles include:

1. Recognizing and respecting the differences of perspective and style on the Board and among staff, students, parents and the community and ensuring that a diverse range of views inform Board decisions.
2. Working with the Board as a "governance team" and assuring collective responsibility for building a unity of purpose, communicating a common vision and creating a positive organizational culture.
3. Understanding and helping others understand the distinction between Board and staff roles.
4. Understanding that authority rests with the Board as a whole; providing guidance to the

Approved by Sacramento Valley Charter School Board of Directors Feb. 12, 2020

Board to assist in decision-making; and providing leadership based on the direction of the Board as a whole.

5. Communicating openly with trust and integrity including providing all members of the Board with equal access to information and recognizing the importance of both responsive and anticipatory communications.
6. Provide general oversight of all SVCS activities, manage the day-to-day operations, and assure a smoothly functioning and efficient charter school.
7. Maintain program quality and charter school stability and sustainability through development and the implementation of standards and controls, systems and procedures, and regular evaluations.
8. Maintain a work environment that recruits, retains, and supports quality staff.
9. Set measurables for staff and evaluate performance regularly by instituting accountability systems to ensure that charter promises are met and exceeded.
10. Develop and supervise the processes for recruitment, selection, hiring, initial training, ongoing professional development, and evaluation of teachers and staff.
11. Assist school staff in facilitating Board meetings by helping to set the location of the meetings, developing Board meeting agendas, and by providing safe storage of agendas, minutes and supporting documents/reports.
12. Inform the Board and its committees about trends, issues, problems and activities in order to facilitate policy-making and provide recommendations to the Board on policy positions.
13. Help the Board articulate its own role and accountabilities, including its committees and individual members, and help evaluate performance regularly.
14. Work with the Board President to enable the Board to fulfill its governance functions and facilitate the optimum performance by the Board, its committees, and individual board members.
15. Along with the Board President, assist in focusing board attention on long-range strategic issues.
16. Work with the board officers and committee chairs to get the best thinking and involvement of each board member and to stimulate each board member to give his or her best.

Approved by Sacramento Valley Charter School Board of Directors Feb. 12, 2020

17. Communicate with school legal counsel to ensure the filing of all legal and regulatory documents and to monitor compliance with relevant laws and regulations.
18. Oversee the fiscal activities of SVCS, including budgeting, reporting, and auditing in accordance with generally accepted accounting principles and make regular financial reports to the Board.
19. Promote programs and services that are produced in a cost-effective manner, employing economy while maintaining an acceptable level of quality.
20. Work with the Board to ensure necessary financial planning to support short- and long-term goals.
21. Attend all Board meetings and attend the necessary meetings at the Washington Unified School District (WUSD) as the charter representative.
22. Foster an amicable relationship between WUSD and SVCS and facilitate a sharing of resources between both entities.
23. Establish a Communication Model to facilitate communication among all the groups within the school, between SVCS and WUSD, and between SVCS and the community as a whole.
24. Act as an advocate, within the public and private sectors, for issues relevant to SVCS, its services, and constituencies.
25. Establish procedures designed to carry out Board policies.
26. Create and submit for approval a school calendar to the Board.
27. Manage communications between the WUSD Board and the Board as needed.
28. Develop and present the School Annual Performance Audit to the Board and WUSD.
29. Present fiscal audit to the Board and after said review, present a fiscal audit to the WUSD and the County Superintendent of Schools, the State Controller and the California Department of Education.

The above duties may be delegated or contracted as approved by the Board to other employee, a parent volunteer (only in accordance with student and teacher confidentiality

rights) or to a third-party provider.

Each individual member of the Board of Directors shall:

1. Believe in and be an active advocate and ambassador for the values, mission, and vision of SVCS.
2. Work with fellow board members to fulfill the obligations of board membership.
3. Understand that the authority rests with the Board as a whole and not with individuals. This includes ensuring that no board member represents her/himself as speaking on behalf of the Board unless specifically authorized to do so.
4. Behave in ways that clearly contribute to the effective operations of the Board. This includes, but is not limited to:
 - Acting with dignity and understanding the implications of demeanor and behavior;
 - Focusing on the good of the organization and group, not on a personal agenda;
 - Supporting board decisions once they are made;
 - Keeping confidential matters confidential;
 - Recognizing and respecting differences of perspective and style on the Board and among staff, students, parents and the community;
 - Participating in an honest appraisal of one's own performance and that of the Board; and
 - Building awareness of and vigilance towards governance matters rather than management.
5. Regularly attend board and committee meetings. Prepare for these meetings by reviewing materials and bringing the materials to meetings. If unable to attend, notify the Board President, Principal, and/or the secretary to the Board.
6. Be prepared to contribute toward board service by attending monthly board meetings, being willing to participate on a board committee, reading materials, preparing for meetings, attending events at SVCS, participating in professional development, committing the time and energy necessary to be an informed and effective leader, and assisting with other tasks as needed.
7. Keep informed about SVCS and its issues by reviewing materials, participating in discussions, and asking strategic questions.
8. Use personal and professional contacts and expertise for the benefit of SVCS.
9. Serve as a committee or task force chair or member.

School Governance

School Governance

Approved by Sacramento Valley Charter School Board of Directors Feb. 12, 2020

Inform the Board of SVCS of any potential conflicts of interest, whether real or perceived, and abide by the decision of the board related to the situation.