

**Stipends, one-time pay and “grandfathering” for 2024-25
(other than longevity and master’s degree/PhD)
for Board Action on Aug. 22, 2024**

Stipends are used to compensate staff for extra duties and to recognize unique situations where additional pay is provided to meet the expected standards for teaching and learning.

On a year-to-year basis, the Board decides whether to continue the \$5,000 stipend for a Parent/Family Liaison stipend funded by Title I. This stipend was continued for 2024-25 and is part of the adopted budget at **\$5,000 plus payroll taxes.**

In recent years, the Board has approved recurring stipends for Hard-to-Fill teaching positions for Math and Science. In 2024-25, two more positions were identified as hard-to-fill as the State provided Prop 28 funding for Visual and Performing Arts (VAPA) which created a teacher shortage for that field and as SVCS has more identified Special Education students requiring the support of a full-time, well-qualified Education Specialist. For 2024-45, the Hard-to-Fill stipend was increased from \$1,000 per year to \$2,000 per year and this was included in the board-approved budget in June. However, the VAPA and Education Specialist positions were hired after the budget was adopted and the Hard-to-Stipend is now being paid to four positions for a total of **\$8,000 plus payroll taxes.**

In 2023-24, SVCS was unable to hire another part-time or full-time Punjabi teacher. Two of the existing Punjabi teachers agreed to have larger class sizes to accommodate more students. The stipend for the large class size is \$5,000 and there are two for a total of **\$10,000 plus payroll taxes.**

At the end of 2023-24, SVCS provided \$1,500 stipends to two teachers who routinely decorate for special events and graduation. These stipends were included in the teacher’s total compensation for 2024-25 for a total of **\$3,000 plus payroll taxes.**

For 2024-25, SVCS began paying \$1,000 stipend to two student council advisors for a **total of \$2,000 plus payroll taxes.**

For 2024-25, SVCS included a **\$2,000 stipend plus payroll taxes** for Middle School and Title IX Coordinator in the adopted budget. This stipend has not been assigned.

One-time signing bonuses were used in 2023-24 and this practice continued in 2024-25 with two teachers receiving signing bonuses for a total of **\$5,200 plus payroll taxes.**

When the 2024-25 salary schedule was adopted, six teachers were identified as having pay that would have been below the payrate on their prior salary agreement. To keep these teachers “whole” for 2024-25, their pay at the higher rate was “grandfathered” for one year only and they will resume placement on the correct step/year in the future. The grandfathering amounts ranged from \$200 per year to \$2,346 per year for a total of **\$4,846 plus payroll taxes.**

As the Board may not have been fully informed or aware of these stipends, we are bringing them to the Board for formal approval and to raise the Board’s awareness so that these stipends can be renewed, changed or discontinued as part of the budgeting process in the future.

Grades TK-8

Job Description

BASIC FUNCTION

Education Specialist

Under the direction of the Director of Special Services the Education Specialist provides direct instruction and coordinates the instructional programs for students with disabilities enrolled in the Special Education program at SVCS.

DUTIES AND RESPONSIBILITIES

- Provides instruction and direct services as prescribed in the Individualized Education Program (IEP) for students who qualify for special education services.
- Uses appropriate materials and strategies suited to the needs of individual students in order to promote learning and progress on IEP goals.
- Creates and maintains an atmosphere and learning environment conducive to the intellectual, physical, social and emotional development of students.
- Performs and coordinates needed assessments required to determine students' educational needs and placement.
- Assists general education teachers in identifying those students who appear to have exceptional needs not met within the regular education program.
- Develops and reviews the IEP for each student on the caseload.
- Maintains resource specialist program records reflecting growth and/or performance of each student on the caseload and such other records as required.
- Evaluates and reviews student progress regularly and reports progress to parents, the special education director, and the school administrator(s), as requested.
- Helps coordinate efforts to appropriately involve parents in the IEP team proceedings and in the implementation of the IEP.
- Consults with general education teachers to assist with accommodation in the regular classroom. • Conducts routine written and oral communications.
- Understands and applies the vision and mission of the charter.
- Abides by the philosophy of the charter.
- Participates in training to master the skills and knowledge necessary to fully implement the charter. • Drives occasionally for school business, including travel to various sites as needed.
- Performs other duties as assigned that support the overall objective of the position.
- Serves on the Student Study, 504, and IEP teams when appropriate.

QUALIFICATIONS

Knowledge of:

- Federal, State, and Special Education Local Plan Area (SELPA) regulations regarding special education procedures, eligibility and services to students.
- Special Education record keeping.

- Safe practices in work related activities.
- Interpersonal skills using tact, patience and courtesy.

Board Approved: June 12, 2023 1

- Computer software programs including SEIS.

Ability to:

- Understand SVCS organization, operations, and objectives.
- Multi-task while performing the duties of the position efficiently and effectively, under general supervision.
- Communicate effectively, both orally and in writing.
- Maintain accurate and current records.
- Operate standard office equipment including multi-line telephone systems, copiers and printers, etc.
- Relate positively to and maintain cooperative relationships with students, teachers, staff, administrators, and parents.
- Maintain the confidentiality of student-related information.
- Monitor and manage student behavior.
- Assist in the development of new and innovative programs, in-services and workshops to assist in meeting the needs of pupils with exceptional needs in the classroom.
- Assist with the acceptance and inclusion of students with special needs by staff, students and parents.
- Coordinate special education services for each student on the caseload.
- Attend and actively participate in required professional development activities.

EDUCATION, LICENSES AND CERTIFICATION REQUIREMENTS

- Bachelor's Degree from an accredited college or university.
- Valid California Education Specialist Instruction Credential
- English Learner authorization.

OTHER REQUIREMENT

A minimum of three years' teaching experience preferred. Testing for tuberculosis (skin test or chest x-ray) is required upon employment and every four years thereafter. Clearance from Department of Justice (DOJ) and Federal Bureau of Investigation (FBI) required upon employment.

WORKING CONDITIONS

The working environment described here are representative of those that must be met by an employee to successfully

perform the essential functions of this job. This position will include office and school environments. Driving may be required for school business.

Physical Abilities

- Lift, carry, push and/or pull items with a strength factor of medium work.
- Hear and speak to exchange information and make presentations.
- See to monitor student activities and behavior and read a variety of materials.
- Possess dexterity of hands and fingers to operate a computer keyboard.
- Stand or walk.
- Bend at the waist, knee or crouch to file materials.
- Sit or stand for extended periods of time.
- Reach above shoulders to file materials.

Sacramento Valley Charter School
2024-25 45-Day Budget Revision
August 22, 2024

The following narrative is provided to highlight and explain significant changes since the State adopted its budget as well as enrollment estimates and other major changes since SVCS adopted its budget on June 6, 2024.

There were no significant changes resulting from the State's Adopted budget. However, enrollment, federal special education revenue and certificated salaries have changed considerably so significant changes have been documented here.

The next comprehensive budget revision and report will be the First Interim Report in December 2024.

Revenue:

LCFF: Net increase \$477,219

The main reason for the increase in LCFF revenue is the increase in enrollment from 390 at adopted budget to 425 at the first week of school. The ADA % was kept at 94% (with the goal of returning to the pre-Covid rate of 96%+).

Federal Revenue: Increase \$49,193

With more identified students requiring IEP-specified services, SVCS has notified the El Dorado Charter SELPA of our intent to need federal special education funding. We have not accepted this funding before and it comes with additional "Maintenance of Effort" reporting requirements.

Other State Revenue: No change

Local Revenue: No change

Expenses:

Certificated: Net increase of \$72,458. The Board-approved certificated salary schedule was implemented, the Math Teacher and Math/Science Coach position was discontinued, and the part-time Psychologist position was added to the budget. The budget also includes the stipends as presented in agenda item #6.

Classified: Net increase of \$61,524 for an additional recess monitor position not previously budgeted, an increase in the Food Service Lead hours from 6 to 8 hours per day not previously budgeted and the July 24, 2024 board-approved pay increases for the six identified staff. The Food Service Manager position was already budgeted at 8 hours per day for 200 days per year.

Benefits: Increase of \$11,758 for increased statutory benefits on rate increases and additional positions described in the previous sections. The Health & Welfare benefits will be carefully reviewed and updated once new hires have made their benefits selections and the 2025 rates are known.

Books and Supplies: No change.

Services and Operating Expenses: Increase of \$4,772 for the Authorizer 1% oversight fee based on higher LCFF revenue.

Other Outgo/Financing Uses: No change.

Summary:

SVCS' strong financial position continues especially with sizeable enrollment growth and its on-going favorable reserves balance.

With the enrollment growth, depletion of one-time funding is manageable. SVCS will be able to meet its future obligations as well as maintain its reserves above the 5% level contained in the Operations MOU.

Reminders: SVCS' unduplicated funding is capped at WUSD's rate of 68% vs. our rate of 84%. The State's budget deficit will likely impact schools in future years until State revenues improve.

Sacramento Valley Charter School

Fiscal Year Budget Cycle

Key Budget and Financial Variables

| | Adopted Budget 6/6/2024 2024-25 | Difference 2024-25 | 45-Day Revise Budget 8/22/2024 2024-25 |
|------------------------------|---|------------------------------|--|
| Enrollment | 390 | 35 | 425 |
| Estimated School P2 ADA | 365 | 35 | 400 |
| Unduplicated Count - EL/FRLE | 315 | 46 | 361 |

A. Revenues:

| | | | |
|--|---------------------|----------------|---------------------|
| State (using FCMAT LCFF Calculator) | | | |
| Base Grade Span (includes CiL, EPA) | \$ 3,907,048 | 286,754 | 4,193,802 |
| TK Add-On | 107,695 | (738) | 106,957 |
| Supplemental and Concentration plus Concentration Grant | 999,834 | 191,203 | 1,191,037 |
| PY Adj to CiL, EPA, State Aid, ELOP | (300,000) | - | (300,000) |
| Subtotal - State Revenue | \$ 4,714,577 | 477,219 | \$ 5,191,796 |
| Federal (ConApp Title I - IV, ESSER III, NSLP, Spec Ed) | 382,888 | 49,193 | 432,081 |
| Other State (Lottery, MBG, SB740 CSFGP, Spec Ed, ELOP, Meals) | 1,427,527 | - | 1,427,527 |
| Local (bus/van, interest, fund raising, donations, prop tx exempt, solar offset) | 160,000 | - | 160,000 |
| Total Revenue | \$ 6,684,992 | 526,412 | \$ 7,211,404 |

B. Expenditures:

| | | | |
|---|---------------------|------------------|---------------------|
| 1000-1999 Certificated Personnel Salaries | \$ 2,139,864 | \$ 72,458 | \$ 2,212,322 |
| 1100 Teachers (all) | 1,711,175 | 29,327 | 1,740,502 |
| 1100 2 P.D. days, 24 teachers @ \$299/day + 80 hours@\$40/hr | 16,356 | 1,196 | 17,552 |
| 1100.01 Substitutes (absence coverage) | 32,890 | 2,990 | 35,880 |
| 1100.03 Substitutes for PD release time | 8,000 | - | 8,000 |
| 1100 Hard-to-Fill (Math, Science, SpEd, VAPA) | 6,000 | 2,000 | 8,000 |
| 1100 Other Stipends | - | 5,000 | 5,000 |
| 1100 Longevity Stipends Certificated | 10,143 | - | 10,143 |
| 1200 MS/Title IX Coord. and Teacher-in-Charge Stipends | 2,000 | 2,000 | 4,000 |
| 1200 Parent/Family Liaison Stipend (Title-funded, 1-yr extension) | 5,000 | - | 5,000 |
| 1200 School Psychologist, Counselor | 78,000 | 57,700 | 135,700 |
| 1200-1900 Cell Phone Stipends | 682 | (367) | 315 |
| 1300 Math/Science Coach 30% | 21,300 | (21,300) | - |
| 1300 Waived Ins (Other Coverage) | 2,400 | (1,200) | 1,200 |
| 1300 Longevity | 2,000 | (2,000) | - |
| 1300 Vice Principal @ 210 days/yr (70%/30% SpEd) | 102,500 | 3,530 | 106,030 |
| 1300 Principal @ 210 days/yr w PhD | 141,419 | (6,419) | 135,000 |
| 1900 Other Certificated | - | - | - |
| 2000-2999 Classified Personnel Salaries | \$ 1,358,975 | \$ 61,524 | \$ 1,420,498 |
| 2100 Instructional Aides/EL, hourly (rates/hours vary, 185 days) | 509,314 | 26,964 | 536,278 |
| 2200 Non-Certificated Support (drivers, food srvc, tech coord) | 447,402 | 7,770 | 455,172 |
| 2300 Classified Administration | 67,000 | 1,500 | 68,500 |
| 2400 School Office/Clerical | 146,160 | - | 146,160 |
| 2900 Other Classified (RM, After School) | 166,458 | 20,350 | 186,808 |
| 2100-2900 Waived Ins (Other Coverage) | 11,850 | 5,050 | 16,900 |
| 2100-2900 Cell Phone Stipends | 4,330 | (110) | 4,220 |
| 2100-2900 Longevity Stipends Classified | 6,461 | - | 6,461 |
| 3000-3999 Employee Benefits | \$ 575,179 | \$ 11,758 | \$ 586,937 |
| 3300 OASDI and Medicare | 267,661 | 10,250 | 277,911 |
| 3400 Health & Welfare | 142,879 | - | 142,879 |
| 3500 State Unemployment | 20,160 | - | 20,160 |
| 3600 Worker's Compensation | 39,379 | 1,508 | 40,887 |
| 3900 401(k) Employer Contributions | 105,100 | - | 105,100 |

Fiscal Year Budget Cycle

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Sacramento Valley Charter School

Fiscal Year Budget Cycle

Total Other Outgo

Net increase (decrease):

Beginning Balance

Ending Balance*

| Adopted Budget 6/6/2024 | Difference | 45-Day Revise Budget 8/22/2024 |
|-------------------------------|------------|--------------------------------------|
| 2024-25 | 2024-25 | 2024-25 |
| \$ 391 | \$ - | \$ 391 |
| \$ (650,426) | \$ 375,901 | \$ (274,525) |
| 4,355,953 | - | 4,355,953 |
| \$ 3,705,527 | \$ 375,901 | \$ 4,081,428 |

Cash

Bank balance at 06/30/2024:
Book balance at 6/30/2024:
Bank balance at 8/21/2024:
Est cash balance at 6/30/2025:

| |
|--------------|
| \$ 3,429,707 |
| \$ 3,299,715 |
| \$ 4,341,647 |
| \$ 3,432,395 |

Sacramento Valley Charter School
Transaction Report
July 24 - August 22, 2024

| | Account | Amount |
|--|---|--|
| Total for Miscellaneous | UNRESTRICTED REVENUE:0000 - Unrestricted:8699 - Other Local Income:Miscellaneous : Donations \$2,500 & 2023-2024 Property Tax Exemption and Solar Offset \$32,832.97 | \$ 35,332.97 |
| Total for Transportation | UNRESTRICTED REVENUE:0000 - Unrestricted:8699 - Other Local Income:Transportation | \$ 94,157.00 |
| Total for 8311 - Special Education - State | V RESTRICTED REVENUE:6500 - Special Education - Sac Vly Chtr - July 24-25 July NPSTRC SacVly reduction 24-25 July State SacVly net pmt | \$ 15,199.00 -220.00 \$ 14,979.00 \$ 144,468.97 |

Sacramento Valley Charter School
Check Detail
July 23 - August 22, 2024

| Date | Transaction Type | Num | Name | Memo/Description | Amount |
|------------|------------------|------|--|---|------------------|
| 07/23/2024 | Check | 5726 | PG&E | For Utility Charges | 107.36 |
| 07/23/2024 | Check | 5727 | West Sacramento Fire Department | For Fire - Special Service Fee | 230.00 |
| 07/23/2024 | Check | 5728 | Uline | For Portable Dividers and Cabinet | 3,231.12 |
| 07/23/2024 | Check | 5729 | Serve 3 Network | For Tech - Increase the numbers of IP's, add one faculty laptop | 8,177.21 |
| 07/23/2024 | Check | 5730 | MetLife | For ADD/ LD&D | 538.42 |
| 07/23/2024 | Check | 5731 | Scholastic.Inc | For Renewal News Magazines - 3rd Grade | 398.22 |
| 07/31/2024 | Check | 5732 | | void | 0.00 |
| 07/31/2024 | Check | 5733 | | void | 0.00 |
| 07/31/2024 | Check | 5734 | Character Programs | For Assembly | 8,000.00 |
| 07/31/2024 | Check | 5735 | | Void | 0.00 |
| 07/31/2024 | Check | 5736 | Dr. Amrik Singh | Manual Check | 3,402.67 |
| 08/06/2024 | Check | 5737 | Faith Build Handyman | Assemble Teachers Desk and Outside Shed | 520.00 |
| 08/06/2024 | Check | 5738 | Vicky Dali CPA LLC | Invoice for the month of July 2024 | 8,222.50 |
| 08/06/2024 | Check | 5739 | T-mobile | For Hotspot Connection Fee | 280.00 |
| | | | | For School Cell Phones | 237.76 |
| | | | | | 517.76 |
| 08/06/2024 | Check | 5740 | School Outfitters | Horseshoe Adjustable Table for Kindergarten | 665.53 |
| 08/06/2024 | Check | 5741 | Wave Broadband | For Phone & Internet Services | 2,882.45 |
| 08/06/2024 | Check | 5742 | Wood Burn Press | For School Planners 2024-2025 | 1,279.44 |
| 08/06/2024 | Check | 5743 | US Bank | For Classroom Supplies | 692.92 |
| | | | | For Office Supplies | 177.37 |
| | | | | For Professional development training | 1,333.58 |
| | | | | Assembly Furniture for Classrooms | 910.10 |
| | | | | For Bus Repairs and Maintenance | 5,240.65 |
| | | | | For Security | 117.07 |
| | | | | For Microsoft and wave cloud sub services | 3,508.80 |
| | | | | Renewal Membership | 891.00 |
| | | | | Mulch Installation - TK Palyground | 1,360.85 |
| | | | | Summer Boost Lunch | 199.15 |
| | | | | Curriculum for Special Education | 1,887.24 |
| | | | | | 16,318.73 |
| 08/06/2024 | Check | 5744 | Young, Minney & Corr, LLP | For Legal Services | 26,535.00 |
| 08/06/2024 | Check | 5745 | Center for the collaborative Classroom | For Learning Material - Kindergarten / 1st Grade | 7,149.38 |
| 08/06/2024 | Check | 5746 | K-12 Health | School Nurse - Fundamental School Health Services Package | 1,137.50 |
| 08/06/2024 | Check | 5749 | Solution Tree,INC | For Onsite Professional development training | 7,824.22 |
| 08/06/2024 | Check | 5750 | Manuel Contreras | For Bus Repairs and Maintenance | 345.00 |
| 08/06/2024 | Check | 5751 | Mobile Ed. Production | For Assemblies - 2024-2025 | 4,985.00 |
| 08/06/2024 | Check | 5752 | Traveling lantern theratre Company | For Assemblies- Students | 1,980.00 |
| 08/06/2024 | Check | 5753 | City of West Sacramento | For Utility Bills -Water/Sewer \$670.85 plus \$24.61 Irrigation for June 2024 | 695.46 |
| 08/07/2024 | Check | 5747 | | Void | 0.00 |
| 08/07/2024 | Check | 5748 | Pippal Inc | For Punjabi Curriculum | 6,243.75 |

| | | | | |
|------------|-------|---|--|------------------|
| 08/07/2024 | Check | 5754 McGraw Hill | Kinder & 1st Grade Curriculum | 38,601.81 |
| 08/07/2024 | Check | 5755 WageWorks | For Cobra Service | 100.00 |
| 08/07/2024 | Check | 5756 Preet Cheema | Reimbursement for the classroom supplies | 184.66 |
| 08/07/2024 | Check | 5757 Rebecca Mathis | Reimbursement for the classroom supplies | 226.76 |
| 08/12/2024 | Check | 5758 Surinder Bassi | Manual Check | 1,008.31 |
| 08/12/2024 | Check | 5759 Buck Master | For Copier usage | 808.62 |
| 08/12/2024 | Check | 5760 New Horizon Flooring | Janitorial Service for the month of August 2024 | 6,300.00 |
| 08/12/2024 | Check | 5761 The UPS Store | For Mailing & Live scan | 953.50 |
| 08/12/2024 | Check | 5762 Genora Whiting | Reimbursement for the classroom supplies | 643.28 |
| 08/12/2024 | Check | 5763 Faith Build Handyman | Assemble school furniture and repairs | 535.00 |
| 08/12/2024 | Check | 5764 Jasmyn L Nadra | Reimbursement for the classroom supplies | 236.41 |
| 08/12/2024 | Check | 5765 Nikita Dhir | Reimbursement for the classroom supplies | 334.01 |
| 08/12/2024 | Check | 5766 Manuel Contreras | For Buses - 45 days Inspection | 625.00 |
| 08/12/2024 | Check | 5767 Melanie Reis | Reimbursement for the classroom supplies | 265.20 |
| 08/12/2024 | Check | 5768 Preet Cheema | Reimbursement for the classroom supplies | 85.56 |
| 08/13/2024 | Check | 5769 Uline | For Extra large storage shed and metal cabinet | 2,260.00 |
| 08/13/2024 | Check | 5770 Bay Alarm Company | For security alarm monitoring & sprinkler inspection service | 856.23 |
| 08/13/2024 | Check | 5771 Great America Financial | For copier lease | 771.99 |
| 08/13/2024 | Check | 5772 Faith Build Handyman | Assemble / Install metal cabinets, repair hallway board | 543.00 |
| 08/13/2024 | Check | 5773 Sandip Kang | Reimbursement for the classroom supplies | 323.37 |
| 08/13/2024 | Check | 5774 Manuel Contreras | For Buses Repairs and Maintenance | 900.00 |
| 08/13/2024 | Check | 5775 Susan Vickers | Manual Check | 1,038.00 |
| 08/16/2024 | Check | 5776 Javoni Murphy | Reimbursement for Live scan | 74.00 |
| 08/16/2024 | Check | 5777 Uline | For Portable Dividers / Extra large Storage Shed | 3,335.00 |
| 08/16/2024 | Check | 5778 Nor- Cal Security | For Security Services - Meet & Greet Day | 560.00 |
| 08/16/2024 | Check | 5779 Vertex Education, LLC | For NSLP Admin | 6,800.00 |
| 08/16/2024 | Check | 5781 Buck Master | For Printer Usage | 36.76 |
| 08/16/2024 | Check | 5782 Thanh Nguyen | Reimbursement for the classroom supplies | 248.62 |
| 08/16/2024 | Check | 5783 Zowee Church | Reimbursement for the classroom supplies | 280.53 |
| 08/16/2024 | Check | 5784 Dr. Cerrene Yvonne Cervantes | Manual Check | 3,041.76 |
| 08/19/2024 | Check | 5780 Faith Build Handyman | Assemble small shed/ repair vinyl baseboard | 580.00 |
| 08/19/2024 | Check | 5785 Amazon capital Services | For Classroom Supplies- Book Shelves/ Cabinets/ Rugs/ other supplies | 15,385.11 |
| | | | For Office supplies | 270.06 |
| | | | For Special Education - Supplies | 1,464.89 |
| | | Amazon capital Services | | 17,120.06 |
| 08/20/2024 | Check | 5786 Calpads+Rescue Extended Support Services | For CALPADS 23-24 - Annual Support Contract Complete/ Review all 4major file Submissions | 1,500.00 |
| 08/20/2024 | Check | 5787 Character Programs | For Anti Bullying Assembly | 3,000.00 |
| 08/20/2024 | Check | 5788 Character Programs | For Tom Thelen Assembly - Wristbands | 450.00 |

SVCS Board Meeting
08/22/2024
Adding the Term Confidential to Office Positions

Item for Action: Add the term confidential to office employee job descriptions consistent with the type of duties normally assigned.

At SVCS, the Director of Operations, Accounting Technician, School Secretary, Principal's Secretary Office Clerk, Lead Bus Driver, and the Technology Coordinators have access to confidential information. These employees information and/or reports to management/administration based on the confidential information that management/administration use in decision-making.

In California public schools, "a **confidential** employee means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions (Government Code § 3540.1(c))".

While confidential information should only be communicated with others approved for access to the information, adding this language to the job descriptions of the office staff communicates more clearly the importance of maintaining confidentiality in their roles within the organization.



a Division of McGrath RentCorp
Corporate Headquarters
5700 Las Positas Rd
Livermore, CA 94551
925-606-9000
www.mgrc.com

Sale Quotation and Agreement

| | |
|------------------------|------------|
| Quote # | Q-462107 |
| Date of Quote | 08/14/2024 |
| Quote Expiration Date: | 09/13/2024 |
| Estimate Del Date | 08/14/2024 |
| Buyer PO#: | TBD |

| Buyer Name and Billing Address | Site Information | Seller Name |
|--|---|--|
| Sacramento Valley Charter School ("Buyer") 2399 Sellers Way West Sacramento, CA 95691 Dr Cerrene Cervantes Phone #: (916) 747-5965 | Dr Cerrene Cervantes 2399 Sellers Way West Sacramento, CA 95691 Cell: (916) 747-5965 | Mobile Modular Management Corporation a Division of McGrath RentCorp ("Seller") Questions? Contact: Kevin Gibson kevin.gibson@mobilemodular.com Direct Phone: (925) 453-3143 |

| Equipment and Accessories | Qty | Purchase Price | Extended Purchase Price | Taxable |
|---|-----|----------------|--------------------------------------|---------------------|
| Classroom, 24x60 DSA (NonStd) (Non-Standard Configuration.Tackboard interior.) | 1 | | \$114,026.00 | Y |
| Charges Upon Delivery | Qty | Charge Each | Total One Time | Taxable |
| Classroom, 24x60 DSA (NonStd) (Non-Standard Configuration.Tackboard interior.) | | | | |
| Delivery | 2 | \$2,400.00 | \$4,800.00 | N |
| Delivery Pilot | 2 | \$550.00 | \$1,100.00 | N |
| Delivery Permit | 2 | \$150.00 | \$300.00 | N |
| Block and Level Building | 1 | \$5,800.00 | \$5,800.00 | N |
| Essential Material Handling Fee (6" DSA Wood Foundation and Close Up Material.) | 2 | \$1,844.00 | \$3,688.00 | N |
| Service, Travel & Food (Blvl) | 1 | \$720.00 | \$720.00 | N |
| Fee, State Inspection | 1 | \$6,850.00 | \$6,850.00 | Y |
| Installation, Ramp Skirting | 72 | \$18.00 | \$1,296.00 | N |
| Total Estimated Charges | | | | |
| | | | Subtotal | \$138,580.00 |
| | | | Taxes | \$9,972.24 |
| | | | Total Charges (including tax) | \$148,552.24 |

Special Notes

This is a sale quote for a used 24x60 DSA classroom unit sold in good condition. Currently unit is wide open and pricing includes installing a single occupancy restroom, 10' base cabinet, sink, and bubbler. Pricing also includes installing either new Mobile Modular standard VCT tile flooring or standard carpet square flooring. Pricing also includes State fees to make modifications and dual tag this unit through HCD for these modifications. Lastly, pricing includes (2) manufacture ramps that come with building and transition to grade by others. Units are painted with our standard colors and custom colors is available at an additional cost. Quote assumes a level and accessible site by normal truck delivery.

Block/Level: Price assumes building is installed using Mobile Modular standard foundation. Mobile Modular assumes installation on the minimum foundation design criteria/tolerances. For DSA buildings, it is assumed building will be installed on the minimum amount of foundation lumber per the applicable DSA approved stockpile drawings and site will not exceed 4-1/2" out of level. Additional material and labor charges apply for installing buildings above minimum foundation design criteria, raising buildings to meet specific finish floor elevations, raising building level to adjacent buildings, landings, walkways, transitions, etc.



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www.mgrc.com

Sale Quotation and Agreement

| | |
|------------------------|------------|
| Quote # | Q-462107 |
| Date of Quote | 08/14/2024 |
| Quote Expiration Date: | 09/13/2024 |
| Estimate Del Date | 08/14/2024 |
| Buyer PO#: | TBD |

DSA Classrooms include: (2) 8040 marker boards, (1) fire extinguisher at each exit, empty back box with conduit stubbed to ceiling for future pull station & horn, skirting for perimeter of building only, standard factory ramp, and wood sill foundation for level site.

Budgetary Quote: Pricing provided is for budgetary purposes only. A revised quotation will be provided once project details are clarified. If you are new to modular buildings and wondering what you need to know about them, please visit www.mobilemodularrents.com and view our FAQ worksheet "Considering Modular Buildings for Your Space Needs?". *Delivery pricing is estimated based on delivery within 50 miles of branch location. Pilots and permits not included and may be required. We look forward to working with you to refine your requirements.

No - Prevailing Wage: Pricing does NOT include prevailing wage, certified payroll, Davis-Bacon wages, or any other labor adjustments.

Used building sale: Quotation is for a used modular building sold in "as is" condition. Unless stated otherwise, MMMC will only perform a general cleaning & repair, reseal the roof, doors & windows, and test the electrical, mechanical & plumbing systems to ensure working condition at the time of delivery. For warranty information, please refer to the Supplemental Sale Terms and Conditions located on Seller's website at:
<https://www.mobilemodular.com/Content/Documents/ContractTerms/Supplemental-Sale-T-and-C.pdf>

Buildings containing a restroom(s): Restrooms are not self-contained. Where applicable, manifolds are shipped loose and assembled and connected by others. Water & sewer stub-out locations may vary. Paper & soap dispensers, sanitary and trash receptacles are not provided.

Ramps: Site conditions may affect ramp configuration and cost. Customer is responsible for transition from end of ramp to grade and for extended or custom rails, if needed. Ramp skirting is available for an additional charge. Mobile Modular provides used/refurbished ramps - new ramps are available for purchase only.

Site Installation Requirements: Prior to delivery, Customer shall mark the four corners where the building is to be placed on the site/pad location, and shall also mark the locations of door(s) and ramp(s). Should special handling be required to position, install, or remove the modular building on Customer's site due to site conditions/constraints and/or obstructions, Customer will be responsible for additional charges. Additional rolling charges may be applicable as site conditions necessitate.

Site Plan Review: Mobile Modular is not responsible for review and verification of Customer's site plans, civil plans, soils tests/survey's, etc. It is the responsibility of the Customer to ensure the site plans and site conditions meet applicable codes and governing body approvals. This includes, but is not limited to, ensuring the building pad/site allows for standard delivery and installation based on the minimum foundation design tolerances as per applicable approved stockpile drawings/foundation design.

Additional Information

- Quote is valid for 30 days.
- Buyer's site must be dry, compacted, level and accessible by normal truck delivery. Costs to dolly, crane, forklift, etc. will be paid by Buyer. Unless noted, prices do not include permits, stairs, foundation systems, temporary power, skirting, engineering, taxes or utility hookups.
- Subject to equipment availability. Unless noted, equipment and related furnishings, finishes, accessories and appliances provided are previously leased and materials, dimensions, and specifications vary. Detailed specifications may be available upon request.
- This transaction is subject to prior credit approval
- Down Payment required upon execution of agreement.
- Sales Tax will be calculated based on the tax rate at the time of invoicing.
- Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.



a Division of McGrath RentCorp
Corporate Headquarters
5700 Las Positas Rd
Livermore, CA 94551
925-606-9000
www.mgrc.com

Sale Quotation and Agreement

| | |
|------------------------|------------|
| Quote # | Q-462107 |
| Date of Quote | 08/14/2024 |
| Quote Expiration Date: | 09/13/2024 |
| Estimate Del Date | 08/14/2024 |
| Buyer PO#: | TBD |

This Sale Quotation and Agreement is entered into by and between Seller and Buyer effective as of the date signed by Buyer. This Sale Quotation and Agreement includes the terms and conditions set forth in the following two documents (collectively, the "Agreement"), each of which is incorporated herein by this reference:

1. **Sale Terms and Conditions** attached hereto; and
2. **Supplemental Sale Terms and Conditions** located at (<https://www.mobilemodular.com/contractterms>), as the same may be updated from time to time in the sole and absolute discretion of Lessor.

By signing below, Seller: (1) acknowledges and agrees that it has received, read and understands the terms of this Agreement and agrees to be bound by the terms of this Agreement, including prices and specifications, and (2) instructs Seller to make appropriate arrangements for the preparation and delivery of the Equipment identified herein. This Agreement may be executed in one or more counterparts (including through the use of electronic signatures), each of which shall be deemed an original and all of which shall constitute one and the same Agreement. Upon execution of this Agreement, Seller shall generate a Sale Agreement Number, which shall be referenced on all Seller invoices.

No document provided by Buyer including, without limitation, Buyer's purchase orders, work orders, bills of lading, or forms for receipt or acknowledgment or authorization ("**Buyer Forms**"), nor the terms and conditions associated with such Buyer Forms, shall amend, modify, supplement, waive, or release any term or condition of this Agreement even if such Buyer Forms are signed by an agent or representative of Seller. The terms and conditions of this Agreement shall prevail over any Buyer Forms, and any inconsistent or additional terms and conditions in Buyer Forms shall be deemed void *ab initio* and of no force or effect.

The individuals signing this Agreement affirm that they are duly authorized to execute this Agreement by and on behalf of the parties hereto.

SELLER:

Mobile Modular Management Corporation
a Division of McGrath RentCorp

BUYER:

Sacramento Valley Charter School

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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SALE TERMS AND CONDITIONS

1. **SALE.** Seller sells to Buyer, and Buyer purchases from Seller, the equipment listed on the Agreement hereto ("Equipment") on the terms and conditions set forth herein. This Agreement constitutes a separate and independent sale (a "Sale") of the Equipment specified in the Agreement.
2. **TIME PAYMENT; TITLE RETENTION.**
 - (a) **PURCHASE PRICE.** The aggregate amount of the purchase price (the "Purchase Price") is set forth in the Agreement. Unless otherwise specified in writing, Buyer agrees to pay Seller twenty five percent (25%) of the Purchase Price upon execution of the Agreement; sixty five percent (65%) no fewer than two days prior to the scheduled delivery date; and the remaining ten percent (10%) within thirty (30) days of substantial completion (substantial completion does not include punch list items). In addition to the Purchase Price, Buyer shall pay such charges as are attributable to circumstances related to the delivery, drop-off and relocation of Equipment.
 - (b) **TITLE/RETENTION.** Title to the Equipment shall not pass to Buyer before the entire Purchase Price has been paid to Seller. Upon Seller's receipt of payment in full of the Purchase Price, title to the Equipment shall transfer to Buyer, free and clear of all encumbrances arising by or through Seller. All payments due from Buyer pursuant to the terms of the Agreement shall be made without any abatement or set off of any kind, arising from any cause.
2. **CANCELLATION.** All sales are final and non-refundable upon delivery of the Equipment to Buyer's site location. Any requests to cancel or reschedule orders prior to delivery may or may not be accepted in Seller's sole discretion and must be agreed upon by Seller in writing. Without waiving any of its rights, Seller is entitled to recover its costs incurred and profits lost as a result of Buyer's cancellation or rescheduling of an order. A cancellation fee may be assessed against Buyer. In no event shall such fee exceed the full value of the Agreement. If Buyer has made down payment(s) to Seller prior to cancellation and the cancellation fee is less than the amount(s) already paid, Seller shall deduct the amount of the cancellation fee from any refund that may be owed to Buyer. If down payment amount(s) already made are less than the cancellation fee, Seller shall apply the full down payment amount(s) to the payment of the cancellation fee and Buyer will pay the remaining cancellation fee balance within ten (10) business days after receiving written notice of the balance due. If no down payment has been made by Buyer at the time of cancellation, Buyer shall pay to Seller the entire cancellation balance within ten (10) business days of receipt of written notice from Seller stating the cancellation fee balance that is due.
3. **DELIVERY AND PLACEMENT OF EQUIPMENT.** Seller agrees to deliver the Equipment to the site location listed on the Agreement (the "Site"). Buyer warrants and represents that it has exercised due diligence and care in selecting a suitable site for the Equipment, shall clearly mark the site of placement and shall direct Seller on exact placement and orientation of the Equipment. Upon request from Buyer and for an additional fee, Seller will perform a site visit and make recommendations on placement as it relates to site accessibility and layout. Buyer further warrants that the Site will have (1) safe access free from encumbrances; (2) a level pad, which is hereby defined as having no greater than a 4-inch drop in 40 feet (length) and no greater than a 1-inch drop in 8 feet (width); and (3) adequate soil bearing pressure of not less than 1500 psf, except in the state of Florida, where the minimum soil bearing pressure is 2000 psf. Following delivery, Seller will remove all Seller-owned Equipment such as plywood, tools, etc. prior to or at the time of building acceptance. Buyer is responsible for all necessary permits, utility hookups, and Site preparation.
4. **INSPECTION AND ACCEPTANCE.** Following delivery and setup of the Equipment, Buyer shall inspect the Equipment within forty-eight (48) hours of substantial completion and provide immediate written notice to Seller specifying defects, if any, which Buyer observes. If Buyer fails to provide such notice within four (4) days following substantial completion of the project, it shall be conclusively presumed between Buyer and Seller that Buyer has inspected the Equipment and that all Equipment is in conformance with the Agreement and has been accepted by Buyer.
5. **BUYER AGREEMENTS.** Buyer agrees that Seller may insert in the Agreement, the serial number and other identification data relating to the Equipment when ascertained by Seller.
6. **LOSS OR DAMAGE.** All risk of loss or damage to the Equipment shall transfer to Buyer upon delivery of the Equipment to the site location. Buyer agrees to indemnify and hold Seller harmless from any loss resulting from the theft, destruction or damage to the Equipment. The cost of any required repairs shall be borne by Buyer. Any loss of or damage to the Equipment shall not alleviate Buyer's obligation to pay Seller any remaining balance of the Purchase Price existing at the time of the loss.
7. **INSURANCE.** Upon delivery of the Equipment and until Buyer has paid for the Equipment in full, Buyer shall provide, maintain, and pay all premiums for property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value and will name Seller as loss payee of the proceeds, unless Buyer has paid Seller the entire purchase price in full prior to the scheduled delivery of the Equipment. This coverage will extend to all property of Seller located at the delivery site during the installation. Upon receipt of the proceeds of any insurance, Seller will refund to Buyer any amounts in excess of the balance due Seller by the Buyer in fulfilling the obligations specified herein. Notwithstanding the above, Buyer shall also provide, maintain, and pay all premiums for general liability insurance in the amount of \$1,000,000.00 (one million dollars) and name Seller as an additional insured. All insurance shall be with a company having an A.M. Best rating of A- or better, and shall not be subject to cancellation without thirty (30) days prior written notice to Seller. Buyer shall deliver to Seller insurance certificates, or evidence of insurance proving the existence of policies meeting the above requirements, upon execution of the Agreement. Seller may require Buyer's insurance carrier to be licensed to do business in the state where the Equipment is being sold. Buyer's obligation to provide said insurance will cease once Equipment has been paid for in full and pursuant to Section 2.



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8. WAIVER AND INDEMNIFICATION.

(a) Buyer hereby waives and releases all claims against Seller for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment and (ii) injuries to Buyer, Buyer's agents and third persons. Seller shall not be liable for any consequential, incidental, or special damages of any kind (including, but not limited to damages for loss of use or of profit by Buyer or any other party; or for any collateral damages), whether or not caused or continued by Seller's negligence or delay, which may result from or arise in connection with the manufacture, delivery, installation, checkout or use of the Equipment or in connection with the services rendered by Seller hereunder.

(b) Buyer shall indemnify and hold Seller (and its agents and employees) harmless from and against any and all claims, actions or proceedings and any and all damages, liabilities, losses, costs and expenses (including attorney fees) arising out of or in connection with the Agreement, including all damages, liabilities, losses, costs and expenses arising from Seller's negligence. If the foregoing obligation is not enforceable against Buyer under applicable law, Buyer agrees to indemnify and hold Seller harmless from damages, liabilities, losses, costs and expenses to the maximum extent permitted by applicable law.

9. **TERMINATION FOLLOWING BREACH.** In the event (a) of bankruptcy or insolvency of Buyer, or in the event any proceeding is brought by or against Buyer voluntarily or involuntarily, under the provisions of the Bankruptcy Code of the United States, for the appointment of a receiver or trustee or any assignment for the benefit of creditors of Buyer, or (b) that Buyer fails to make timely payments, or perform any of its other obligations, under the Agreement, and such failure or default is not cured within ten (10) days after written notice of such failure or default is provided by Seller, the Agreement automatically shall be terminated in the case of any event described in clause (a) above and may be terminated by Seller in the case of any event described in clause (b) above and, upon such termination, full payment pursuant to the terms of the Agreement shall become immediately due and payable from Buyer. In the event of any such breach or termination, Seller shall have all rights provided by law and under the terms and conditions of the Agreement, including but not limited to: repossession and disposal of the Equipment (and, if any personal property shall remain located in the Equipment at such time, Buyer consents to Seller's possession and disposal or destruction of such personal property without notice or accounting to Buyer) and recovery of attorney's fees and other reasonable costs and expenses associated with any breach or termination (including any such disposal or destruction), shall be reimbursed by Buyer on demand of Seller.

10. **GOVERNING LAW.** Buyer and Seller agree that the Agreement shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of laws provisions.

11. JURISDICTION.

(a) If the law of the State of Maryland or Virginia shall apply to the Agreement, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 9, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

(b) If the law of any State other than Maryland shall apply to the Agreement, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Buyer or Seller as a result of any dispute regarding matters arising in connection with the Agreement. Further, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 9, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

12. **SELLER'S EXPENSES.** Buyer shall pay Seller all costs and expenses, including reasonable attorneys' fees, incurred by Seller in exercising any of the terms, conditions or provisions of the Agreement.

13. **LICENSE AND TRANSFER FEE(S).** If so listed on the Agreement, the Purchase Price includes license and/or transfer fees. Buyer will be billed directly by the State for future annual license fees where applicable.

14. **COMPLIANCE WITH LAW.** Buyer assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Buyer's lawful operation, use, possession and occupancy of the Equipment. Buyer agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment; and to indemnify and hold Seller harmless from any and all fines, forfeitures, seizures, penalties or other liabilities that may arise from any infringement or violation of any such law, rule, regulation or order.

15. **FEDERAL CONTRACTOR.** As a federal contractor, Seller's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a). Seller shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.

16. MISCELLANEOUS.

(a) **MODIFICATIONS AND AMENDMENTS.** Representations and warranties made by any person, including agents and representatives of Seller, which are inconsistent or conflict with the terms of the warranty contained in Section 1 of the Incorporated Provisions on the website (including but not limited to the liability of Seller as set forth above) shall not be binding upon Seller unless reduced to writing and approved by



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an officer of Seller. Notwithstanding the foregoing, from time to time, Buyer or Seller may request modifications to the scope of work hereunder, which at the sole option of the Seller may be accepted and thus alter the final price stipulated herein. These changes in scope will be deemed approved by Buyer when evidence of work performance is presented by Seller.

(b) **NO WAIVER.** Failure of Seller to enforce any term or condition of the Agreement shall not constitute waiver of any rights stipulated herein, nor shall it in any manner affect the rights of Seller to enforce any of the provisions stated herein. Waiver by Seller of any provision of the Agreement shall be valid only as provided in subsection (a) above and only with respect to the specific matter to which such waiver relates.

(c) If the law of the State of North Carolina shall apply to the Agreement, the does not constitute a "construction contract" or otherwise relate to the improvement of real estate or the design, planning, construction, alteration, repair or maintenance of a building, structure or appurtenance.

17. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Seller and Buyer regarding the subject matter hereof. If any part of the Agreement is found to be invalid or illegal, Buyer and Seller agree that only the invalid or illegal portion of the Agreement will be eliminated.

Sale Terms and Conditions, Rev12/12/16



4807 Greenleaf Ct. Ste.B
Modesto, CA 95356
USA

QUOTE

| | |
|----------|--------------|
| Quote #: | AAAQ1037 |
| Date: | Aug 17, 2024 |

Prepared For:

Josiah Sidhu
Sacramento Valley Charter School
Phone (916) 596-6422
2399 Sellers Way
West Sacramento, CA 95691
USA

Your Account Manager:

Abdel Varela
avarela@serv3.com
209-824-0025
4807 Greenleaf Ct. Ste.B
Modesto, CA 95356
USA

Notes:

Here is the quote you requested.

| Qty | Description | Ext. Price |
|-----|---|-------------|
| 1 | SVCS Technology Needs 2024 | \$0.00 |
| 7 | Add Ethernet port to the tech room (New Office Phone EXT. 1010 Tech Space) | \$1,323.00 |
| 24 | New Faculty Laptops ThinkPad E16 G1, Intel Core i5-1335U (E-cores up to 3.40GHz), 16 1920 x 1200 Non-Touch, Windows 11 Pro 64, 16GB, 1x256GB SSD M.2 2242 - 3 Year Warranty Recycling Act of California 4' to 14' (LCD or CRT) Monitors or Laptop displays. Lenovo Onsite Upgrade - extended service agreement - 3 years - on-site SHIPPING+HANDLING+INSURANCE | \$30,802.32 |
| 24 | Electronic Recycling Fee | \$120.00 |
| 25 | Setup and Configuration for StreamBeam and StreamBeam Hardware Setup Hardware to work with needed hardware. Configure wireless stream settings. Setup Background Display settings for needed Beam settings. Install and wire unit to existing Video system. Screen Beam Hardware. | \$6,625.00 |
| 7 | ENTERPRISE IP PHONE W/12 LINES AND 6 SIP ACCOUNTS | \$1,102.50 |
| 1 | SMART APP LCD AVR SINEWAVE UPS 1500VA TOWER 8OUT 5-15R 15A 3YR | \$590.24 |
| 1 | Trade Up to WatchGuard Firebox T85-PoE with 1-yr Total Security Suite (US) | \$2,398.84 |
| 4 | Programming and Commissioning New Firebox | \$756.00 |
| 1 | | \$0.00 |

| Qty | Description | Ext. Price |
|-----|--|------------|
| 7 | Label all data points | \$330.75 |
| 14 | Cat6 Keystone Jacks | \$111.86 |
| 14 | Structure and Organize Cables | \$90.30 |
| 0 | Hardware Needed to adhere to structure | \$250.00 |
| 0 | | \$0.00 |
| 2 | Transit Charge | \$240.00 |

| | |
|--------------|--------------------|
| SubTotal | \$44,740.81 |
| Tax | \$2,825.81 |
| Shipping | \$578.10 |
| TOTAL | \$48,144.72 |

NONDISCRIMINATION STATEMENT

Sacramento Valley Charter School ("Charter School") does not discriminate against any person on the basis of actual or perceived disability (mental or physical), gender, gender identity, gender expression, nationality, national origin, ancestry, race or ethnicity, citizenship, immigration status, creed, religious affiliation, sexual orientation, pregnancy status, childbirth, medical condition, marital status, age, or any other characteristic that is contained in the definition of hate crimes in the California Penal Code or otherwise protected by federal, state, local law, ordinance or regulation.

The Charter School Board of Directors shall not refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction or any book or other resource in a school library on the basis that it includes a study of the role and contributions of Native Americans, African Americans, Latino Americans, Asian Americans, Pacific Islanders, European Americans, LGBTQ+ Americans, persons with disabilities, or members of other ethnic, cultural, religious, or socioeconomic status groups.

Charter School does not discourage students from enrolling or seeking to enroll in Charter School for any reason, including, but not limited to, academic performance, disability, neglect or delinquency, English proficiency, for being homeless or a foster/mobile youth, economic disadvantage, nationality, race, ethnicity, or sexual orientation. Charter School shall not encourage a student currently attending Charter School to disenroll or transfer to another school based on any of the aforementioned reasons except in cases of expulsion and suspension or involuntary removal in accordance with Charter School's charter and relevant policies.

Charter School does not request nor require student records prior to a student's enrollment.

Charter School is committed to providing a work and educational atmosphere that is free of unlawful harassment and discrimination. Charter School adheres to all provisions of federal law, including but not limited to, Title IX of the Education Amendments of 1972 (sex), Titles IV, VI, and VII of the Civil Rights Act of 1964 (race, color, or national origin), the Age Discrimination Act of 1975, the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA"), and Section 504 of the Rehabilitation Act of 1973.

Charter School adheres to the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), as amended by the ADA Amendments Act 2008, and its implementing regulations at 28 C.F.R. 35.101-190, which prohibits discrimination on the basis of mental or physical disability in any program, activity, or employment opportunity offered by Charter School.

Charter School does not condone or tolerate harassment of any type, including but not limited to unlawful discrimination, intimidation, or bullying, including cyber sexual bullying or sexual harassment, by any employee; independent contractor or other person with whom the Charter School does business; student; volunteer; or community member regardless of position or gender.

Board Policy #: [INSERT]
Adopted/Ratified: [INSERT]
Revision Date: [INSERT]

Charter School will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted.

Inquiries, complaints, or grievances regarding harassment as described in this section, above, should be directed to the Charter School Uniform Complaint Procedures (“UCP”) Compliance Officer:

The lack of English language skills will not be a barrier to admission or participation in Charter School’s programs or activities. Charter School prohibits retaliation against anyone who files a complaint or who participates or refuses to participate in a complaint investigation.

The Charter School’s Nondiscrimination Statement relevant to employees is located within Charter School’s Employee Handbook

UNIVERSAL MEALS PROGRAM POLICY

Sacramento Valley Charter School (“Charter School”) Governing Board (the “Board”) recognizes that adequate nutrition is essential to the development, health, and learning of all students. The Principal and/or Vice Principal or designee shall facilitate and encourage the participation of students from low-income families in the Charter School’s food service program.

Definitions

“*Schoolday*” means any day that pupils in kindergarten or any of grades 1 to 12, inclusive, are present at a schoolsite or school facility for purposes of instruction or educational activities, as defined in Section 49010, including, but not limited to, pupil attendance at minimum days, state-funded preschool, transitional kindergarten, summer school including incoming kindergarten pupils, extended school year days, school-sponsored field trips, independent study when a pupil is onsite during the schoolday, and Saturday school sessions.

“*Nutritionally adequate breakfast*” is one that qualifies for reimbursement under the most current meal pattern for the federal School Breakfast Program (“SBP”), as defined in Section 220.8 of Title 7 of the Code of Federal Regulations.

“*Nutritionally adequate lunch*” is one that qualifies for reimbursement under the most current meal pattern for the federal National School Lunch Program (“NSLP”), as defined in Section 210.10 of Title 7 of the Code of Federal Regulations.

Universal Free Meals

Commencing with the 2024-2025 school year, each Charter School school site shall make available a nutritionally adequate breakfast and a nutritionally adequate lunch free of charge and with adequate time to eat, to any student who requests a meal without consideration of the student’s eligibility for a federally funded free or reduced-price meal, with a maximum of one (1) free breakfast meal per and one (1) free lunch each school day. This shall apply to all pupils in kindergarten through grade twelve (12).

Applications and Notification

If the Charter School participates in the NSLP and/or federal SBP, the Charter School will continue to collect meal application forms aligned with federal regulations. However, regardless of eligibility for federally reimbursable free or reduced-price meals, ALL students who request meals will receive meals free of charge, consistent with this Policy and Education Code Section 49501.5. The Principal and Vice Principal or designee shall ensure that the application form for the universal meals program and related materials include the following statements:

1. Applications for school meals may be submitted at any time during a schoolday.

2. Regardless of federal eligibility for free or reduced-price meals pursuant to NSLP and/or SBP, ALL students who request a meal will receive meals free of charge.

Children participating in the federal NSLP and/or SBP will not be overtly identified by the use of special tokens, special tickets, special serving lines, separate entrances, separate dining areas, or by any other means. The application packet shall include the following notifications and information using simple and culturally appropriate language:

1. A notification that the child may qualify for free or reduced-cost health coverage.
2. A request for the applicant's consent for the child to participate in the Medi-Cal program, if eligible, and to have the information on the school lunch application shared with the entity designated by the State Department of Health Care Services to make an accelerated determination and the local agency that determines eligibility under the Medi-Cal program.
3. A notification that the Charter School will not forward the school lunch application to the entity designated by the State Department of Health Care Services to make an accelerated determination and the local agency that determines eligibility under the Medi-Cal program, without the consent of the child's parent or guardian.
4. A notification that the school lunch application is confidential and, with the exception of forwarding the information for use in health program enrollment upon the consent of the child's parent or guardian, the Charter School will not share the information with any other governmental agency, including the federal Department of Homeland Security and the Social Security Administration.
5. A notification that the school lunch application information will only be used by the entity designated by the State Department of Health Care Services to make an accelerated determination and the state and local agencies that administer the Medi-Cal program for purposes directly related to the administration of the Medi-Cal program and will not be shared with other governmental agencies, including the federal Department of Homeland Security and the Social Security Administration for any purpose other than the administration of the Medi-Cal program.
6. Information regarding the Medi-Cal program, including available services, program requirements, rights and responsibilities, and privacy and confidentiality requirements.

If Charter School elects to post its school meal application online, it will include the following:

1. Include a link to the Internet Web site on which translated applications are posted by the United States Department of Agriculture, with instructions in that language that inform the applicant how to submit the application.
2. Require completion of only those questions necessary for determining eligibility.

3. Include a clear statement that regardless of federal eligibility for free or reduced-price meals pursuant to NSLP and/or SBP, ALL students who request a meal will receive meals free of charge.
3. Include clear instructions for families that are homeless or migrant.
4. Comply with the privacy rights and disclosure protections established by Public Laws 113-79 and 105-277.
5. Include links to all of the following:
 - (i) The online application to CalFresh.
 - (ii) The online single state application for health care.
 - (iii) The Internet Web page maintained by the State Department of Public Health entitled "About WIC and How to Apply," or another Internet Web page identified by the State Department of Public Health that connects families to the Special Supplemental Nutrition Program for Women, Infants and Children.
 - (iv) The Internet Web site of a summer lunch program authorized to participate within the city or school district.

Charter School shall ensure that a pupil is not denied an available reimbursable meal of the pupil's choice and is not shamed or treated differently from other pupils due to the pupil's eligibility for a federally reimbursable free or reduced-price meals. This paragraph does not prohibit Charter School from serving an alternative reimbursable meal to a pupil who may need one for dietary or religious reasons, or as a regular menu item.

If Charter School is required to provide to the California Department of Education or to the United States Department of Agriculture a copy of the meal charge policy required pursuant to memorandum SP 46-2016 issued by the United States Department of Agriculture, Charter School shall make that policy public.

Charter School personnel and volunteers who serves nutritionally adequate meals to pupils during the instructional day shall not allow any disciplinary action that is taken against a pupil to result in the denial or delay of a nutritionally adequate breakfast or a nutritionally adequate lunch, as defined in Section 49553, to that pupil.

Charter School shall not take any action directed at a pupil to collect school meal fees.

Direct Certification

Although every family should submit an application for school meals, in certain circumstances, Charter School may be able to determine student eligibility without further application. Charter School shall directly certify as eligible the following students:

1. Any child who is a member of a household receiving assistance under the supplemental

nutrition assistance program as eligible for free lunches and/or free breakfasts under the Child Nutrition Act of 1966.

2. Any child who is a member of a household that receives CalWORKs (also known as Temporary Assistance for Needy Families or "TANF") or CalFresh aid.
3. Any child who is a member of a household that receives the assistance of a Food Distribution program on Indian Reservations.
4. Any child identified as a foster, migrant, homeless or runaway youth, as defined by the California Education Code.

This Policy prohibits the Charter School from disciplining a student which would result in the denial or delay of a nutritionally adequate meal to that student.

Confidentiality/Release of Records

All applications and records related to the universal school meals program shall be confidential and may not be released except as provided by law and authorized by the Board or pursuant to a court order.

The Board authorizes designated employees to use individual records pertaining to the universal meals program for the following purposes:

1. Disaggregation of academic achievement data
2. Identification of students eligible for alternative supports in any school identified as a Title 1 program improvement school

If a student transfers from the Charter School to another charter school, district, county office of education program, or private school, the Principal and Vice Principal or designee may share the student's meal eligibility information to the other educational agency to assist in the continuation of the student's meal benefits.

The Principal and or Vice Principal or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to another charter school, school district, or county office of education that is serving a student living in the same household as an enrolled student for purposes related to program eligibility and data used in local control funding formula calculations.

The Principal and or Vice Principal or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to the Superintendent of Public Instruction for purposes of determining funding allocations under the local control funding formula and for assessing accountability of that funding.

The Principal and or Vice Principal or designee may release information on the school lunch program application to the local agency that determines eligibility for participation in the Medical program if the student has been approved for free meals and if the applicant consents to the sharing of this information.

The Principal and or Vice Principal or designee may also release information on the school lunch application to the local agency that determines eligibility for CalFresh or to an agency that determines eligibility for nutrition assistance programs if the student has been approved for free or reduced-price meals and if the applicant consents to the sharing of this information.

This information released shall adhere to the following requirements:

1. Individual indicators of participation in a free or reduced-price meal program shall not be maintained in the permanent record of any student, unless otherwise authorized by law.
2. The public release of information regarding individual student participation in a free or reduced-price meal program is not permitted.
3. All other confidentiality requirements imposed by law or regulation are met.

Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, Charter School is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

mail:
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights

Board Policy #: [INSERT]
Adopted/Ratified: [INSERT]
Revision Date: [INSERT]

1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
fax:
(833) 256-1665 or (202) 690-7442; or
email:
Program.Intake@usda.gov

Charter School is an equal opportunity provider.