# BOARD COMMUNICATIONS

**Date:** January 31, 2014

## INTERIM SUPERINTENDENT – DR. SARA NOGUCHI

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<th>BC NO.</th>
<th>FROM</th>
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</tr>
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<tbody>
<tr>
<td>S-1</td>
<td>Dr. Sara Noguchi</td>
<td>Sacramento County School Boards Association Spring Meeting</td>
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<td>S-2</td>
<td>Dr. Sara Noguchi</td>
<td>NCLB Waiver Summary, FAQ and Talking Points</td>
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## CHIEF ACCOUNTABILITY OFFICER – DR. TERESA CUMMINGS

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<tr>
<td>CACC-5</td>
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<td>Transiency Rates and Trends</td>
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<td>CACC-6</td>
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<td>CACC-7</td>
<td>Dr. Teresa Cummings</td>
<td>Bonnheim Charter</td>
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## CHIEF BUSINESS OFFICER – KEN FORREST

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<tr>
<td>CBO-3</td>
<td>Ken Forrest</td>
<td>Post Bond Sale Report</td>
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</table>
CONFIDENTIAL ITEM - *(Check a Box)*

| No: ☒ | Yes: ☐ | Date: 1/31/2014 |

From the Office of the Superintendent

To the Members of the Board of Education

Prepared by: Dr. Sara Noguchi, Interim Superintendent

Contact Email: Sara-noguchi@scusd.edu

Subject: Sacramento County School Boards Association Spring Meeting

Please see the attached invitation from County Superintendent Dave Gordon to the Spring meeting of the Sacramento County School Boards Association on March 5, from 6:00 pm to 8:00 pm. If you are interested in attending, please let Board Secretary Susan Pointer know (susan-pointer@scusd.edu) and she will RSVP on your behalf.

Approved by:

Sara Noguchi, Ed.D., Interim Superintendent ☒  
Date: 1/31/2014
January 14, 2014

Dear Fellow Board Members and Superintendents:

I am very pleased to invite you to the Spring meeting of the Sacramento County School Boards Association. It will be held on Wednesday, March 5 from 6:00-8:00 p.m. in the Mather Room at the Sacramento County Office of Education.

We are very pleased to have another wonderful guest speaker join us: Tom Saenz, who is the Executive Director and Chief Counsel for the Mexican American Legal Defense Fund. Mr. Saenz is also a Board member of the Los Angeles County Office of Education. His talk will focus on how school boards can reach out to the community for input to better serve our students. This topic is especially timely given the new LCAP requirements; it was also your highest priority on the surveys after our Fall meeting.

Based on your very positive feedback from our October meeting, we will follow a similar format. A buffet dinner, catered by our Culinary Cafe students, will be served at 6 p.m. After dinner, Mr. Saenz will speak, with time for Q and A. Following Mr. Saenz’s talk, we will have table group discussions so that ideas can be shared among colleagues from other districts. Realizing that everyone has a busy schedule, I promise the evening will conclude by 8 p.m.

Please mark your calendars and send in your RSVP as soon as possible. I look forward to welcoming you to what promises to be a very worthwhile evening.

Sincerely,

Jackie Levy
Board President

JL/cjm
Sacramento County School Boards Association

Spring Dinner Meeting for Board Members and Superintendents

Guest Speaker – Thomas Saenz
President & General Counsel MALDEF
and LA County Office of Education Board Member

Topic: Parent and Community Input for your LCAP:
What will get the job done?

When: Wednesday, March 5, 2014
5:30 p.m. – Registration
6:00 p.m. – Buffet Dinner (served by Palmiter Culinary Arts)
6:45 p.m. – Welcome and Introductions
7:00 p.m. – Thomas Saenz Presentation
7:45 p.m. – Table/Group Discussions

Place: Sacramento County Office of Education
Board Room
10474 Mather Boulevard
Mather, CA 95655

Price: $25

Reservation Deadline: Friday, February 21, 2014

SCSBA FALL DINNER MEETING RESERVATION

Name(s) ______________________________

__________________________________

__________________________________

__________________________________

__________________________________

__________________________________

__________________________________

District ____________________________ Amount Enclosed $________

Make check payable to: Sacramento County School Boards Association or SCSBA

Mail to: Carla Miller
Sacramento County Office of Education
P. O. Box 269003
Sacramento, CA 95826-9003

Phone: 916.228.2410
Fax: 916.228.2403
Email: cmiller@scoe.net
CONFIDENTIAL ITEM - (Check a Box)  No: ☒ Yes: ☐ Date: 1/31/2014

From the Office of the Superintendent

To the Members of the Board of Education

Prepared by: Dr. Sara Noguchi, Interim Superintendent

Contact Email: Sara-noguchi@scusd.edu

Subject: NCLB Waiver Summary, FAQ and Talking Points

BACKGROUND:

The No Child Left Behind Act of 2001 (NCLB) is a reauthorization of the Elementary and Secondary Education Act, the government's public school accountability model that sets parameters for the distribution of Title 1 funds to disadvantaged students.

Under NCLB, schools that fail to meet federal student performance targets for all statistically significant subgroups of students are placed in Program Improvement (PI). PI schools must send letters to parents acknowledging that the school failed to perform to federal expectations. PI students have the choice of leaving their school and attending one that is not in PI; districts pay for the cost of transporting these students. Districts are also required to set aside Title 1 funds for Supplement Education Service (SES) providers, outside vendors who offer after-school tutoring of students in PI schools. The tutors are approved for the SES program by the state. SCUSD has no authority to approve vendors and the vendors have no accountability to SCUSD for improving student performance.

NCLB was due for reauthorization in 2007. While Congress debates the measure, President Obama announced in September 2011 that the Administration would provide State Education Agencies (SEAs) with flexibility regarding specific requirements of NCLB in exchange for:

- College- and career-ready expectations for all students;
- Differentiated accountability, including targeting the lowest-performing schools, schools with the largest achievement gaps, and other schools with performance challenges for subgroups;
- Teacher and principal evaluation and support systems that take into account student growth and are used to help teachers and principals improve their practices.

Forty-two states and the District of Columbia received waivers in the 2012-13 school year. California applied for a waiver but the application was denied in December 2012. Last August, the U.S. Department of Education granted one-year waivers individually to eight California districts – SCUSD among them – that collaborated on a waiver application.

The waiver allows SCUSD to direct decisions on how best to support struggling students, freeing up nearly $4 million in Title 1 funds that previously were directed to SES tutors. Currently, SCUSD is in
the process of developing at School Quality Improvement System (SQIS) that will replace the NCLB accountability model. SQIS will include metrics for measuring schools beyond standardized test scores, and will take into account such factors as graduation rates, persistence rates, school culture and climate and social-emotional learning.

FREQUENTLY ASKED QUESTIONS:

Question: Is it true that under the waiver student test scores will account for 20 percent of a teacher’s evaluation?

Answer: To qualify for a waiver, CORE districts committed to use growth in student achievement as a factor in teacher and principal evaluations, which is a requirement of the Stull Act, the state law on evaluations.

The application offers two options:

- The Massachusetts alternative: Based on that state’s NCLB waiver, results from standardized and other tests would be used indirectly, as a check. If test scores didn’t agree with an evaluation based on classroom observations and other criteria, the district would take a second look to identify the discrepancy and could create a one-year improvement plan for the teacher.
- The 20 percent minimum: Growth in student achievement, based a model that the CORE districts will develop, will comprise a minimum of 20 percent of a teacher’s or principal’s evaluation.

It is important to note that the waiver does not supersedes our contract with the Sacramento City Teachers Association. In compliance with state law, any changes to evaluations must be negotiated and agreed to by all sides.

Q: Does the waiver shift decision-making authority away from SCUSD’s locally elected Board of Education?

A: The Board of Education is the governing body of the SCUSD. Only the Board can make decisions on such important areas as the approval (or denial) of charter school applications, whether to close a school, standards for instruction and curriculum, employee contracts, etc.

Q: What is CORE and how is it funded?

A: The California Office to Reform Education (CORE) is a non-profit umbrella organization that facilitates collaboration among participating California public school districts. The districts came together in 2010 to help the state write its application for federal Race to the Top funds, which was ultimately turned down. Eight of these districts -- Los Angeles, Long Beach, San Francisco, Fresno, Sacramento, Santa Ana, Sanger and Oakland -- chose to continue collaborating on an NCLB waiver application. CORE is supported by donations and receives no funding from SCUSD. CORE’s governing Board is made up of the superintendents of participating districts.

Please note that each of the eight districts received an individual waiver and is working individually with the federal government with help from CORE facilitators, who take direction from districts.

Q: Is unrestricted general fund money being spent on the implementation of the NCLB waiver?
A: The direct costs of implementing the waiver – which includes the cost of surveys, professional development, substitutes, etc., but does not include staff time spent on implementation – are covered by Title 1 funds.

Q: How is the money that formerly went to SES tutors being used now?

A: Approximately $2.6 million is going directly to SCUSD’s struggling schools to pay for academic interventions for struggling students. A taskforce has developed criteria to guide usage of the funds. Examples of what funds could be used for include:

- Compensation for a certificated “teacher leader” to coordinate school interventions
- Extra duty pay for teachers
- Hiring of instructional assistants in classrooms to help teachers
- Teacher training
- In-house credit recovery through the online Aventa program
- Freshman year drop-out prevention programs
- Independent study
- Gang prevention programs
- Parent/Teacher Home Visit Project expansion
- Positive Behavior Supports and Interventions (PBIS)
- Expanded learning opportunities through such after-school providers as Boys & Girls Clubs, THINK Together, City Year, etc.

Another $600,000 pays for the busing of PI School Choice students who rely on this service. Other uses of funds include professional development for Title 1 schools staff; culture and climate surveys; the cost of substitute teachers and travel expenses for Title 1 schools staff when they travel to other schools; and Social-Emotional Learning implementation and support.

Q: How can I learn more about the waiver?

A: The waiver in its entirety has been posted on SCUSD’s website since August at www.scusd.edu/no-child-left-behind-waiver.

Approved by:

Sara Noguchi, Ed.D., Interim Superintendent  

Date: 1/31/2014
From the Office of the Superintendent

To the Members of the Board of Education

Prepared by: Penny Schwinn, Assistant Superintendent, Performance Management

Contact Email: Penny-schwinn@scusd.edu

Subject: Closed Schools Transiency Rates and Trends

Summary:
Three of the closed schools showed losses greater than the current districtwide trend. Overall, the majority of closed schools (four of seven) reflected trends that were consistent with the district.

Data:
The data in the table attached shows the raw number and percent of students who left the district, attributed to each of the closed schools and to the district overall. The following schools showed percentage losses greater in the current year than had been trending over the last three years: CB Wire, Mark Hopkins and Washington. The remaining four schools either had losses consistent with prior years (three schools), or had losses in line with the steady increase seen over previous years (one school). The district overall reflects relatively consistent losses year over year (within 1%).

Trend Analysis:
In reviewing the trends in students who exited the district, there were three clear patterns:

- Four of the seven closed schools were consistent with the district
- Of the three closed schools reflecting higher losses than in prior years, each was also significantly higher than the district loss.
- Of the three closed schools reflecting higher losses than in prior years, the reasons that families listed for transitions varied. However, only 1/3 of them listed closures as the primary factor. The other reasons listed were family home were moved, charter school enrollment, or preferred another district. The way the results were collected asked about motivation for leaving – the one-third spike is approximately consistent with the percentage change in loss that we noted.
Figure 1. Transiency Rates of Closed Schools (December)

<table>
<thead>
<tr>
<th>School Name</th>
<th>Total Count 06/2011</th>
<th>Not Enrolled 12/2011</th>
<th>% Loss</th>
<th>Total Count 06/2012</th>
<th>Not Enrolled 12/2012</th>
<th>% Loss</th>
<th>Total Count 06/2013</th>
<th>Not Enrolled 12/2013</th>
<th>% Loss</th>
</tr>
</thead>
<tbody>
<tr>
<td>CB Wire</td>
<td>489</td>
<td>51</td>
<td>10.4%</td>
<td>460</td>
<td>43</td>
<td>9.3%</td>
<td>449</td>
<td>71</td>
<td>15.8%</td>
</tr>
<tr>
<td>Huntington</td>
<td>247</td>
<td>24</td>
<td>9.7%</td>
<td>261</td>
<td>33</td>
<td>12.6%</td>
<td>229</td>
<td>30</td>
<td>13.1%</td>
</tr>
<tr>
<td>Fruit Ridge</td>
<td>327</td>
<td>56</td>
<td>17.1%</td>
<td>308</td>
<td>49</td>
<td>15.9%</td>
<td>296</td>
<td>49</td>
<td>16.5%</td>
</tr>
<tr>
<td>Bonnheim</td>
<td>417</td>
<td>48</td>
<td>11.5%</td>
<td>412</td>
<td>50</td>
<td>12.1%</td>
<td>390</td>
<td>47</td>
<td>12.1%</td>
</tr>
<tr>
<td>Maple</td>
<td>268</td>
<td>26</td>
<td>9.7%</td>
<td>260</td>
<td>30</td>
<td>11.5%</td>
<td>222</td>
<td>22</td>
<td>9.9%</td>
</tr>
<tr>
<td>Hopkins</td>
<td>390</td>
<td>37</td>
<td>9.5%</td>
<td>403</td>
<td>28</td>
<td>6.9%</td>
<td>402</td>
<td>56</td>
<td>13.9%</td>
</tr>
<tr>
<td>Washington</td>
<td>240</td>
<td>29</td>
<td>12.1%</td>
<td>214</td>
<td>13</td>
<td>6.1%</td>
<td>215</td>
<td>35</td>
<td>16.3%</td>
</tr>
<tr>
<td>Closed Schools</td>
<td>2,378</td>
<td>271</td>
<td>11.40%</td>
<td>2,318</td>
<td>246</td>
<td>10.61%</td>
<td>2,203</td>
<td>310</td>
<td>14.07%</td>
</tr>
<tr>
<td>DISTRICT</td>
<td>42,026</td>
<td>4,388</td>
<td>10.4%</td>
<td>41,942</td>
<td>4,614</td>
<td>11.0%</td>
<td>40,904</td>
<td>4,037</td>
<td>9.9%</td>
</tr>
</tbody>
</table>

**Note:** The table shows the total count of students in June and December for various schools, along with the percentage loss from June to December.
CONFIDENTIAL ITEM - (Check a Box) | No: ☒ | Yes: ☐ | Date: 1/31/2014
---|---|---|---

From the Office of the Superintendent

To the Members of the Board of Education

Prepared by: Jim Dobson, Director, Planning, Construction and Operations

Contact Email: jimd@scusd.edu

Subject: Northwest Land Park Agreement Information

Attached is information regarding the Northwest Land Park Agreement that was requested by a Board Member.

Approved by:

Sara Noguchi, Ed.D., Interim Superintendent ☒ Date: 1/31/2014
Sacramento City Unified School District
BOARD OF EDUCATION
MEETING AND WORKSHOP

Board of Education Members
Diana Rodriguez, President (Trustee Area 5)
Darrel Woo, Vice President (Trustee Area 6)
Jeff Cuneo, Second Vice President (Trustee Area 2)
Ellyn Bell, MA, LMSW (Trustee Area 1)
Donald Terry (Trustee Area 3)
Gustavo Arroyo (Trustee Area 4)
Patrick Kennedy (Trustee Area 7)
Katrina Ye, Student Member

Thursday, August 16, 2012
4:30 p.m. Closed Session
6:30 p.m. Open Session

Serna Center
Community Conference Rooms
5735 47th Avenue
Sacramento, CA 95824

AGENDA
2012-19

4:30 p.m. 1.0 OPEN SESSION / CALL TO ORDER / ROLL CALL

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

3.0 CLOSED SESSION

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

3.1 Government Code 54956.9 – Conference with Legal Counsel – Anticipated Litigation:

   a) Significant exposure to litigation pursuant to subdivision (b) of Government Code section 54956.9 (1 case)
   b) Initiation of litigation pursuant to subdivision (c) of Government Code section 54956.9 (1 case)

3.2 Government Code 54957.6 (a) and (b) Negotiations/Collective Bargaining CSA, SCTA, SEIU, Teamsters, UPE, Unrepresented Management

3.3 Government Code 54957.6 – Conference with labor negotiators
   Agency designated representatives: President Rodriguez and Vice President Woo
   Unrepresented employee: Superintendent

3.4 Government Code 54957 – Public Employee Discipline/Dismissal/Release
4.0 CALL BACK TO ORDER/PLEDGE OF ALLEGIANCE

The Pledge of Allegiance will be led by incoming Junior, James Hayes III and incoming Senior, Genesis Magana of Hiram Johnson High School.
- Presentation of Certificate

5.0 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

6.0 AGENDA ADOPTION

7.0 PUBLIC COMMENT  15 minutes

Members of the public may address the Board on non-agenda items that are within the subject matter jurisdiction of the Board. Please fill out a yellow card available at the entrance. Speakers may be called in the order that requests are received, or grouped by subject area. We ask that comments are limited to two (2) minutes with no more than 15 minutes per single topic so that as many people as possible may be heard. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to district staff or calendar the issue for future discussion.

8.0 CONSENT AGENDA  2 minutes

Generally routine items are approved by one motion without discussion. The Superintendent or a Board member may request an item be pulled from the consent agenda and voted upon separately.

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<th>Action</th>
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<tr>
<td><strong>8.1 Items Subject or Not Subject to Closed Session:</strong></td>
</tr>
<tr>
<td>8.1a Approve Grants, Entitlements and Other Income Agreements,</td>
</tr>
<tr>
<td>Ratification of Other Agreements, Approval of Bid Awards, Approval of</td>
</tr>
<tr>
<td>Declared Surplus Materials and Equipment, Change Notices and Notices</td>
</tr>
<tr>
<td>of Completion (Patricia A. Hagemeyer)</td>
</tr>
<tr>
<td>8.1b Approve Business and Financial Report: Warrants and Checks Issued</td>
</tr>
<tr>
<td>for the Period of July 2012 (Patricia A. Hagemeyer)</td>
</tr>
<tr>
<td>8.1c Approve Personnel Transactions (Jess Serna)</td>
</tr>
<tr>
<td>8.1d Approve Mandatory Reporting to the Sacramento County Office of</td>
</tr>
<tr>
<td>Education – Uniform Complaints Regarding the Williams Settlement</td>
</tr>
<tr>
<td>Processed for the Period of April through June 2012 (Jess Serna)</td>
</tr>
<tr>
<td>8.1e Approve Northwest Land Park Project MOU (Jonathan P. Raymond)</td>
</tr>
<tr>
<td>8.1f Resolution No. 2718 - Approving the Sacramento City Unified School</td>
</tr>
<tr>
<td>District Community Facilities District No. 1 Tax Report for Fiscal Year</td>
</tr>
<tr>
<td>2012 – 2013 and Levyng and Apportioning the Special Tax as Provided Therein (Jim Dobson)</td>
</tr>
<tr>
<td>8.1g Resolution No. 2719 - Approving the Sacramento City Unified School</td>
</tr>
<tr>
<td>District Community Facilities District No. 2 Tax Report for Fiscal Year</td>
</tr>
<tr>
<td>2012 – 2013 and Levyng and Apportioning the Special Tax as Provided Therein (Jim Dobson)</td>
</tr>
<tr>
<td>8.1h Approve Board of Education Meeting Minutes for June 21, 2012</td>
</tr>
<tr>
<td>(Jonathan Raymond)</td>
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</tbody>
</table>

(August 16, 2012)
8.11 Approve Alice Birney Waldorf Inspired Field Trip to Ashland, Oregon, September 18 – 20, 2012 to attend the Shakespeare Festival (Mary Hardin Young)

9.0 BOARD WORKSHOP/STRATEGIC PLAN AND OTHER INITIATIVES

7:02 p.m. 9.1 Review Revised Board Policy No. 5030: Student Wellness (Koua Franz, Heather Deckard)  
Conference  
20 minute presentation  
20 minute discussion

7:42 p.m. 10.0 BUSINESS AND FINANCIAL INFORMATION / REPORTS  
Receive Information

10.1 Business and Financial Report:  

7:44 p.m. 11.0 FUTURE BOARD MEETING DATES / LOCATIONS  
✓ September 6, 2012 4:30 p.m. Closed Session; 6:30 p.m. Open Session; Serna Center, 5735 47th Avenue, Community Room; Regular Meeting  
✓ September 20, 2012 4:30 p.m. Closed Session; 6:30 p.m. Open Session; Serna Center, 5735 47th Avenue, Community Room; Regular Workshop Meeting

7:46 p.m. 12.0 ADJOURNMENT

NOTE: The Sacramento City Unified School District encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Board of Education Office at (916) 643-9314 at least 48 hours before the scheduled Board of Education meeting so that we may make every reasonable effort to accommodate you. [Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. §12132)] Any public records distributed to the Board of Education less than 72 hours in advance of the meeting and relating to an open session item are available for public inspection at 5735 47th Avenue at the Front Desk Counter and on the District’s website at www.scusd.edu

(August 16, 2012)
Meeting Date: August 16, 2012

Subject: Northwest Land Park Development Project MOU

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

Division: Board of Education.

Recommendation: Approve Memorandum of Understanding with the Northwest Land Park LLC (NWLP).

Background/Rationale:

Northwest Land Park LLC proposes to construct a residential/mixed-use community on approximately 31.7 acres within the Land Park Community Plan Area of the City of Sacramento. The development is located adjacent to Jedediah Smith Elementary School and Arthur A. Benjamin Health Professions High School.

The District currently owns a vacant two and a half acre parcel of land adjoining the elementary school site. The developer is interested in partnering with the District to develop the vacant parcel as Jedediah Farms which would be built as a model for green technology, sustainability, recycling, and safety and partnerships with the public sector, the private sector and the local community. Jedediah Farms would provide education to both students and the community in green technology, environmental protection, agriculture, health and nutrition.

A letter of intent between the District and NWLP was presented and discussed at the August 4, 2011 Board Meeting. The Memorandum of Understanding between the District and NWLP is now being presented for consideration and approval.
Financial Considerations:

The proposed Northwest Land Park Development project would generate approximately $2,952,152.00 in new developer fees based on the current developer fee rate of $3.20 per square foot.

Documents Attached:

1. Executive Summary
2. Memorandum of Understanding (proposed)

Estimated Time of Presentation: N/A
Submitted by: Jim Dobson, Director II
Approved by: Jonathan P. Raymond, Superintendent
I. Overview/History of Department or Program

Northwest Land Park LLC (NWLP) proposes to construct a residential/mixed-use community on approximately 31.7 acres within the Land Park Community Plan Area of the City of Sacramento. The development is located adjacent to Jedediah Smith Elementary School and Arthur A. Benjamin Health Professions High School.

The District currently owns a vacant two and a half acre parcel of land adjoining the elementary school site. The developer is interested in partnering with the District to develop the vacant parcel as Jedediah Farms which would be built as a model for green technology, sustainability, recycling, and safety and partnerships with the public sector, the private sector and the local community. Jedediah Farms would provide education to both students and the community in green technology, environmental protection, agriculture, health and nutrition.

II. Driving Governance:

Board Policy 1000 states: “The long-term success of the greater Sacramento community is dependent upon the establishment and maintenance of strong, healthy and vibrant neighborhoods. The City and school districts can foster this endeavor by working together to provide a necessary component of a strong community - a "neighborhood place" or "center" where the goals of children, youth, families, and community can come together. Schools as "neighborhood places" or "centers" can strengthen a community's sense of identity, coherence and consensus”.

Board Policy 1400 states: “The Governing Board recognizes that agencies at all levels of government share its concern and responsibility for the welfare, health and safety of youth. The Board and District staff shall take every opportunity to work cooperatively with these agencies for the benefit of our students. The Superintendent or designee shall initiate and maintain good working relationships with representatives of these agencies in order to help our schools and students make use of the resources which governmental agencies can provide.

The District may enter into agreements with other agencies which involve the exchange of funds or reciprocal services. Such agreements shall be approved by the Board and executed in writing.”

Board Policy 7211 states: “In order to finance the construction or reconstruction of school facilities needed to accommodate students coming from new development, the Governing Board may establish, levy and collect developer fees on residential, commercial and industrial construction within the District, subject to restrictions specified by law and administrative regulation”.

Board of Education Executive Summary
Board of Education
Northwest Land Park Development Project
August 16, 2012
Board of Education Executive Summary

Board of Education
Northwest Land Park Development Project
August 16, 2012

- Operational Expectations 7 – Asset Protection
- Operational Expectations 13 – Facilities
- BP 3511 – Grimes-Kennedy Green and Grid Neutral Model Schools Policy Initiative

III. Budget:

The proposed Northwest Land Park Development project would generate approximately $2,952,152 in new developer fees based on the current developer fee rate of $3.20 per square foot.

IV. Goals, Objectives and Measures:

- To improve the lives of SCUSD students who live in the attendance boundaries of Jedediah Smith Elementary School and Arthur A. Benjamin High School through the revitalization of the community where the students live.
- To improve the existing school facilities through the use of grant funds and developer fees.
- To enhance joint-use opportunities at Jedediah Smith and Health Professions High School.

V. Major Initiatives:

This is a major development (see Overview above) by NWLP which requires coordination between NWLP, as the developer, the District, the City of Sacramento and other public agencies.

VI. Results:

Improvement and enhancement of educational uses and neighborhood-serving community space as described in the Memorandum of Understanding.

VII. Lessons Learned/Next Steps:

- Board approval/ratification of a Memorandum of Understanding with Northwest Land Park LLC.
- Board approval/ratification of a Memorandum of Understanding with other public agencies, as necessary, with the City of Sacramento and the Housing Authority of the City of Sacramento to participate in the Choice Neighborhoods Initiative Application and Planning Grant.
- Research and secure additional funding sources from the Sacramento Municipal Utility District (SMUD), the Department of Housing and Urban Development, and other agencies.
MEMORANDUM OF UNDERSTANDING

NORTHWEST LAND PARK PROJECT - JEDEDIAH FARMS,
NEIGHBORHOOD CENTER AND OPEN SPACE PLAN

This Memorandum of Understanding ("MOU") is entered into as of August 16, 2012, by and between Northwest Land Park LLC ("NWLP") a California limited liability company, the City of Sacramento, a municipal corporation ("City") and Sacramento City Unified School District, a public school district ("District") (collectively, the "Parties").

RECITALS

A. WHEREAS, NWLP proposes to construct a residential/mixed-use community on approximately 31.7 acres within the Land Park Community Plan Area of the City of Sacramento ("Development"). The Development is located adjacent to the District’s Jedediah Smith Elementary School ("Elementary School") located at 401 McClatchy Way and adjacent to the District’s Arthur A. Benjamin Health Professions High School ("High School") located at 451 McClatchy Way ("Elementary School" and "High School" are referred to collectively as "Schools").

B. WHEREAS, the Development plan includes a new 4.32 acre neighborhood park adjacent to the High School and Elementary School, with retention of an existing 11,000 square foot wholesale produce building at the park to be refurbished (adaptive reuse) as a neighborhood center ("Neighborhood Center"), and a multi-use trail to extend from the neighborhood park into the School property to allow for public access to Jedediah Farms, along with design of the neighborhood park to be integrated with the adjacent open space areas on the School sites to connect and integrate the Development and both Schools and to the surrounding areas and neighborhoods (collectively the "Open Space Plan").

C. WHEREAS, the District is authorized by State statute to levy school impact or developer fees on residential and commercial/industrial development for the purpose of funding the construction or reconstruction of school facilities. Impact fee revenues cannot be used to cover operation and maintenance costs. The District’s developer fee rates effective as of the date of this Agreement are $3.20 per square foot, and are subject to annual adjustment consistent with statutory authority.

D. WHEREAS, NWLP will be subject to the developer fees in connection with its proposed Development, as the Development will generate new students in the District and, in particular, will likely impact the Elementary School. The total developer fees for the proposed Development are currently estimated to be $2,952,152.00, based
upon the anticipated number of new residents and the corresponding student generation rate (amount to be adjusted per actual permits issued).

E. WHEREAS, the Elementary School is located adjacent to the public housing communities of Marina Vista and Alder Grove and the 751 housing units in these communities serve as the main feeder communities for the Elementary School.

F. WHEREAS, the Elementary School is in Program Improvement at this time, and is one of the more significantly underperforming schools out of the District’s 54 elementary schools.

G. WHEREAS, NWLP is interested in supporting the District in its efforts to provide locally grown, healthy foods to school cafeterias and to promote healthy eating in the District’s curriculum and practice.

H. WHEREAS, NWLP and the City are interested in partnering with the District to create an educational, sustainable garden on the District-owned vacant two and a half-acre parcel adjoining the Elementary School campus (“Jedediah Farms”). Jedediah Farms would be built as a model for green technology, sustainability, recycling, and safety and partnerships with the public sector, the private sector and the local community. Jedediah Farms would provide education to both students and the community in green technology, environmental protection, agriculture, health and nutrition.

I. WHEREAS, Jedediah Farms and open space areas in the Development will seek to showcase best practices for an urban farm and community gardens. The Development plan anticipates exploring development of greenhouses and open gardens, including fruit trees along walkways in the Development; possibly reserved gardens for adjacent School students and community members; energy efficient structures, clean energy generation, fresh water capture systems and grey water recycling to provide a venue for various educational programming such as urban farming, conservation, gardening and health/nutrition.

J. WHEREAS, Jedediah Farms and the Open Space Plan are anticipated to create a positive relationship between the community and the Schools, and are anticipated to increase School attendance, bring a sense of pride to the students and the community, and improve the education and nutrition of the students and their communities.

K. WHEREAS, the District recognizes the value of improving the Elementary School as a model educational facility, including using “green” and sustainable renovation and facility systems, building positive connections to the surrounding neighborhood, and creating the highest quality learning environment. The District would like to work with NWLP and the City to localize the developer fee funding generated by
NWLP to construct the Jedediah Farms improvements to the Elementary School and the Open Space Plan within the District’s property.

L. WHEREAS, use of NWLP park fees paid to City to improve District’s property for development of Jedediah Farms is contingent on District conveying to City a recreation easement over that portion of the School property and an agreement between the District and the City to allow for public use of Jedediah Farms during non-School hours.

M. WHEREAS, NWLP acknowledges that it is statutorily obligated to pay school impact/developer fees in connection with its proposed Development; and the District acknowledges that it is statutorily authorized to utilize these fees for capital projects as it deems appropriate within the District.

N. WHEREAS, Chapter 16.64 of the City Code implements California Government Code section 6477, which is commonly known as the Quimby Act. The statute provides that “[t]he land, fees, or combination thereof are to be used only for the purpose of developing new or rehabilitating existing neighborhood or community park or recreational facilities to serve the subdivision.” (Gov. Code, § 66477, subd. (a)(3).) The City Code further provides that “[f]ees collected pursuant to this chapter shall be used and expended solely for the acquisition, improvement, and expansion of the public parks, playgrounds and recreational facilities reasonably related to serve the needs of the residents of the proposed subdivision.” (City of Sacramento Code, Section 16.64.060.)

O. WHEREAS, NWLP acknowledges that it is statutorily obligated to dedicate land or pay Quimby fees in connection with its proposed Development; and the City acknowledges that it is statutorily authorized to utilize Quimby fees for acquiring new parkland or developing new or rehabilitating existing recreational facilities, public parks or playgrounds.

P. WHEREAS, Chapter 18.44 of the City Code implements California Government Code section 66000 et seq. Government Code section 66000 et seq. allows a municipality to create a development fee for any purpose as long as the municipality explains the purpose and justifies the nexus. (See, e.g., Gov. Code, § 66001.) The City has created the Park Development Impact Fee (PIF) for this purpose.

Q. WHEREAS, Chapter 18.44 of the City Code provides that the City may use the PIF fees for several purposes including the development of neighborhood- or community-serving “park facilities” or to refund/credit developers for “park facilities” they construct. (City Code, §§ 18.44.020, 18.44.110, 18.44.160.) Chapter 18.44 defines “park facilities” as “parks and recreation facilities to be designed, constructed and installed to meet the needs of and address the impacts caused by the additional persons residing or employed on property as a result of new development, which improvements,
infrastructure, and facilities are described in the nexus study, and the costs of the design, construction and installation of which are to be financed by the park development impact fee program.” (City Code, § 18.44.010.)

R. WHEREAS, NWLP acknowledges that it is obligated to construct park improvements or pay PIF fees in connection with its proposed Development; and the City acknowledges that it is authorized to utilize PIF fees for developing park and recreational facilities.

S. WHEREAS, NWLP and the City entered into a Development Agreement for Northwest Land Park ("Development Agreement") dated September 28, 2011. The Development Agreement governs construction and implementation of the Development and includes commitments by City as to priority of expenditure of the Quimby and PIF funds paid by NWLP.

AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

1. The above recitals are true and are incorporated by reference.

2. By and through this MOU, NWLP agrees it shall:

   a. Present to the District and City, on or before December 31, 2012, draft master plan(s) for Jedediah Farms and the Open Space Plan. Final review and approval of the master plan(s) shall be pursuant to the terms of the Development Agreement and agreement between the District and the City.

   b. Pay its statutorily mandated school impact developer fees to the District in connection with the Development.

   c. Enter into a Credit/Reimbursement Agreement with the City and a construction agreement with the District whereby NWLP shall construct Jedediah Farms on District property and City shall grant credits against NWLP’s Quimby obligation for the value of the easement conveyed from the District to the City and a credit against its PIF obligation for the costs of construction based on the approved budget for Jedediah Farms development as set forth in the Credit/Reimbursement Agreement.
d. As part of the Development plan and private recreational facilities, and pursuant to the terms of the Development Agreement, NWLP will construct a bicycle and pedestrian trail ("Setzer Run") along with a path through the neighborhood park that connects the Development to pedestrian and bicycle trails on 5th Street, as well as from the western portions of the Development site to connect to a future public trail to Miller Park, which provides access to the Sacramento River and the Docks Promenade.

e. Renovate the approximately 11,000 square foot bow-truss warehouse building located within the neighborhood park site to ensure the building shell is structurally sound, free of hazardous materials, compliant with current code standards as of the date of transfer of ownership, and appropriately weatherized in accordance with the Development entitlements, the Development Agreement and the transfer agreement. The building shall be dedicated to the City for use as a Neighborhood Center. The City will work cooperatively with the District if it desires to obtain rights to use the Neighborhood Center to provide educational or enrichment programs.

f. Upon developing the open air market along Festival Street as set out in the Development plan, NWLP shall provide vendor space to the District, at no cost to the District, for the District’s sale of food to the public. Such vendor space shall not exceed 400 square feet.

g. Provide or cause to provide Broadband fiber to the Elementary School and High School under the following terms and conditions:

(i) To a single point at the High School facility and a separate single point (if needed) at the Elementary School facility as mutually determined by NWLP and the District.

(ii) The connection points addressed in subdivision (i) above shall be provided concurrently with the development of the Phase 3 portion of the Development.

(iii) The physical infrastructure facilities for Broadband Fiber to be provide or caused to be provided at no cost to the District. After installation, the District shall be solely responsible for third party access and usage charges, if any.

h. Pay to the City the statutorily required Quimby Fees. The City shall utilize such Quimby Fees as set forth in the Development Agreement.

i. Pay to the City the PIF fees, consistent with the requirements set forth in Section 18.44 of the City Code. The City shall utilize such PIF fees as set forth in the Development Agreement.
3. By and through this MOU, the District agrees it shall:

   a. Utilize all of the Development’s school impact developer fees as follows: first toward improving the Elementary School as a model educational facility, including using “green” and sustainable renovation and facility systems, building positive connections to the surrounding neighborhood, creating the highest quality learning environment; and second to install appropriate security features to allow for joint use of the Elementary School and High School.

   b. Subject to the Civic Center Act as set forth in the California Education Code, work with NWLP and the City to develop appropriate joint use or other agreements for non-School related daytime use by the public and maintenance of Jedediah Farms, along with other outdoor areas, parking facilities, offer District programs at the Neighborhood Center, and use of certain on-site school facilities including, but not limited to, computer labs, gymnasiums, multi-purpose rooms, and theaters, as may be applicable to programs operated by City or by the Development’s homeowner’s association.

   c. Work with the City and NWLP to facilitate construction of Jedediah Farms on District property.

   d. Ensure that all proceeds from food sales from the vendor space provided by NWLP at the Open Air Market shall be for the sole benefit of the Elementary School and High School subject to approval of the Board of Education and legal requirements imposed on the District.

   e. Provide easements to NWLP as necessary to allow access for installation and ongoing maintenance of Broadband fiber to a single point at the High School facility and a separate single point (if needed) at the Elementary School facility.

   f. Endeavor to establish and implement a “greening” plan for the Elementary School.

4. By and through the Development Agreement, the City acknowledges that it shall:

   a. Enter into a Credit/Reimbursement Agreement with NWLP whereby NWLP shall construct Jedediah Farms as a turnkey project.

   b. Accept NWLP’s dedication to the City of the Neighborhood Center, after NWLP has completed renovations to the building envelope of the approximately
11,000 square foot bow-truss warehouse building located within the Development to ensure the building is structurally sound, free of hazardous materials, and appropriately weatherized.

5. By and through this MOU, the City agrees that it will:

   a. Subject to the Civic Center Act as set forth in the California Education Code, work with the District to develop appropriate joint use or other agreements for non-School related daytime use by the public and maintenance of Jedediah Farms, along with other outdoor areas, parking facilities and certain on-site school facilities including, but not limited to, computer labs, gymnasiums, multi-purpose rooms, and theaters, as may be applicable to programs operated by City or by the Development’s homeowner’s association.

   b. Work with the District to develop appropriate joint use or other agreements for School related use of the Neighborhood Center, as may be applicable to programs operated by District.

   c. Work with the District to plan the design of the neighborhood park as a larger open space area that encompasses a portion of the School property, and grant NWLP credits against its Quimby obligation for the value of the easement conveyed from the District to the City and its PIF obligation for the costs of construction of the improvements on District’s property undertaken by NWLP based on the approved budget.

6. By and through this MOU, NWLP and the District agree to work cooperatively to:

   a. Attempt to secure grants from Sacramento Municipal Utility District, and to explore other available grant programs and funding mechanisms to the extent practicable, for “greening” the Elementary School, building and operating Jedediah Farms, and furnishing and programming/operating the Resource Center.

   b. Work with the Housing Authority and other stakeholders to reinstate before and after school programs for the neighborhood residents on the Elementary School site.

   c. Participate in the transformation plan under the Choice Neighborhoods Grant application to be submitted to the Department of Housing and Urban Development regarding planning for a revitalization of the entire 160+/--acre neighborhood surrounding the Elementary School and High School.
7. This MOU may be executed in one or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute the same instrument.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized officers to be effective as of the date of final execution.

Date: Northwest Land Park LLC

By: __________________________
Its: __________________________

Date: City of Sacramento

By___________________________
James L. Combs,
Director, Parks and Recreation Department

ATTEST:

By___________________________
City Clerk

APPROVED AS TO FORM:

By___________________________
Deputy City Attorney

Date: Sacramento City Unified School District

By: __________________________
Its: __________________________
From the Office of the Superintendent

To the Members of the Board of Education

Prepared by: Dr. Teresa Cummings, Chief Accountability Officer

Contact Email: Cummingst@scusd.edu

Subject: Joseph Bonnheim Charter

Last week, staff provided Bonnheim petitioners deadline dates in regards to Prop 39 Facilities Request. This was the second opportunity for this information. In addition to the timeline, staff provided them the language in Admin Code and Cal Regs relating to Prop 39 Facilities. During this meeting, Dennis Mah strongly encouraged Bonnheim petitioners in attendance to be prepared to re-submit by February, given the Prop 39 deadlines for Facilities. Mr. Mah made petitioners aware that if Bonnheim isn’t approved by March 15, 2014, the District is not obligated to provide facilities for 2014-2015 school year. Staff is prepared for a February re-submit of the Bonnheim charter petition.

Approved by:

Sara Noguchi, Ed.D., Interim Superintendent

Date: 1/31/2014
CONFIDENTIAL ITEM - (Check a Box)

No: ☒  Yes: ☐  Date: 1/31/2014

From the Office of the Superintendent

To the Members of the Board of Education

Prepared by: Ken Forrest, Chief Business Officer

Contact Email: Ken-forrest@scusd.edu

Subject: Post Bond Sale Report

Please see the attached Post Bond Sale Report prepared by Bond Counsel.

Approved by:

Sara Noguchi, Ed.D., Interim Superintendent  ☒  Date: 1/31/2014
Transaction Overview

2014 General Obligation Refunding Bonds (2014 GOBs): On January 15, the District sold approximately $44.5 million of 2014 GOBs. Proceeds will be used to refinance approximately $46 million of 2005 General Obligation Bonds (2005 Bonds), leaving approximately $24.9 million of those bonds outstanding. The refinancing will reduce annual debt service by approximately $270,000 or approximately $3.5 million over the scheduled life of the Bonds. Debt service savings will reduce tax rates levied on taxable property within the District.

Some key statistics related to the bond sale include:

- The average interest rate on the bonds refunded was 4.73%.
- The total borrowing cost of the 2014 GOBs was 3.47%, including all costs of issuance.

2014 Lease Revenue Refunding Bonds (2014 LRBs): On January 16, the District sold approximately $74.3 million of 2014 LRBs. Proceeds were used to refinance approximately $32.6 million of 2001 Certificates of Participation (2001 COPs). The refinancing will reduce
annual debt service by approximately $465,000 or approximately $7.9 million over the scheduled life of the Bonds, which includes proceeds from a debt service reserve fund of approximately $2.8 million. The debt service reserve fund reduced the amount of money the District was required to borrow to complete the refunding.

The remaining proceeds were used to refinance approximately $47.5 million of 2011 COPs. The purpose of this portion of the refinancing was to help achieve fiscal stability by accomplishing the following goals:

- Avoid a 9% default interest rate that would take effect on March 1, 2014;
- Change the interest rate mode from a variable interest rate to a fixed interest rate;
- Change debt service from dramatically increasing in 2021 to a level debt service throughout the remaining life of the borrowing.

The total borrowing cost of the 2014 LRBs was 4.36%, including all costs of issuance. The District did not extend the final maturity date of the 2001 or 2011 COPs.
Market Strategy

Market Timing: By selling the 2014 GOBs and the 2014 LRBs in January, the District avoided the over-supply of bonds experienced by the market in December, thus resulting in a lower cost of funds to the District.

Direct Placement: The District utilized a “direct placement” for some of the LRBs at a lower interest rate than was available in the traditional public markets for the Bonds maturing in 2026-2033. Specifically, the District was able to execute the direct placement at an interest rate of 4.09%, which was approximately 0.62% lower than interest rates in the public markets. Furthermore, the direct placement did not require the District to incur costs of bond insurance and a surety insurance policy to cover the requirement of a reserve fund.

Comprehensive and Transparent Marketing Effort: By issuing bonds in January, instead of December, as previously anticipated, the District was able to provide the capital markets with accurate financial and operating data including the Audit Report for Fiscal 2013, First Interim Report, and current Benefit Valuation. This resulted in a more thorough and comprehensive marketing effort than if the District had attempted to sell the bonds before such information was available. Information was provided through the offering documents and a recorded presentation made available to potential investors. The sales and underwriting efforts were led by Citigroup, the District’s underwriter.
The District’s financial position drew frank criticism from market participants, including Fitch Ratings. Fitch revised the District’s outlook from stable to negative and stated that it may downgrade the District’s credit rating if structural balance is not restored in the near term. Fitch was also critical of the District’s very weak general fund reserves and poorly funded pension and post-employment benefits.

Although the District’s financial position was a concern, the bond structure and marketing strategy provided better than expected results. Nonetheless, in order to maintain cost effective market access in the future, the District will need to demonstrate improved unrestricted General Fund reserves, a balanced budget, and further improvement in addressing its unfunded post-employment liabilities.

**Market Access:** The District received orders from institutional and retail investors. Demand for the 2014 GOBs was strong allowing the District to achieve lower interest rates and refinance $5.8 million more in bonds than anticipated. The results outperformed the comparable results recently obtained on the Twin Rivers Unified School District General Obligation Refunding Bonds, which were sold with bond insurance, a mechanism that typically lowers the interest cost.

There was also surprisingly strong demand for the 2014 LRBs. The strategy resulted in allocating supply to the appropriate areas of investor demand, which resulted in lower interest rates.

**Concluding Remarks**

Both the 2014 GOBs and 2014 LRBs outperformed the best case estimates presented to the Board of Education. It is clear however, that the capital markets will require the District to maintain balanced budgets and improved levels of reserves in order to maintain cost effective market access. The District staff worked very hard to provide accurate, timely and complete information, which enabled the finance team to fairly market the debt and achieve the best results.