



Putting  
Children  
First

# Sacramento City Unified School District BOARD OF EDUCATION MEETING AND WORKSHOP

## Board of Education Members

Christina Pritchett, President, (Trustee Area 3)  
Jay Hansen, Vice President, (Trustee Area 1)  
Jessie Ryan, Second Vice President, (Trustee Area 7)  
Ellen Cochrane, (Trustee Area 2)  
Gustavo Arroyo, (Trustee Area 4)  
Diana Rodriguez, (Trustee Area 5)  
Darrel Woo, (Trustee Area 6)  
Natalie Rosas, Student Member

Thursday, November 3, 2016

4:30 p.m. Closed Session

6:30 p.m. Open Session

## Serna Center

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

# AGENDA

2016/17-7

*Allotted Time*

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 (d)(2) of Government Code section 54956.9*

b) *Initiation of litigation pursuant to subdivision (d)(4) of Government Code section 54956.9*

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

**3.3 Government Code 54957 – Public Employee Discipline/Dismissal/Release/Reassignment**

3.4 *Government Code 54956.8 – Conference with Real Property Negotiators:  
Property: APN 002-0010-049, 002-0010-052, 002-0010-056, 002-0010-063  
Agency Negotiator: José L. Banda, Superintendent SCUSD  
Negotiating Parties: Sacramento City Unified School District and Downtown  
Railyard Venture, LLC  
Under Negotiation: Price and Terms*

3.5 *Government Code 54956.8 – Conference with Real Property Negotiators:  
Property: 2718 G Street, Sacramento  
Agency Negotiator: José L. Banda, Superintendent SCUSD  
Negotiating Parties: Bardis Homes and Mogavero Architects; Capitol INDIE  
Collective, Inc.; Marshall LLC and SCUSD  
Under Negotiation: Price and Terms*

3.6 *Government Code 54957 - Public Employee Performance Evaluation:  
a) Superintendent*

6:30 p.m. **4.0 CALL BACK TO ORDER/PLEDGE OF ALLEGIANCE**

*The Pledge of Allegiance will be led by Red Ribbon Week Contest Winners.*

- *Presentation of Certificate by President Pritchett.*

6:35 p.m. **5.0 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION**

6:40 p.m. **6.0 AGENDA ADOPTION**

7:05 p.m. **7.0 PUBLIC COMMENT** *15 minutes*

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

7:20 p.m. **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.*

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

**8.1a** *Approval of Grants, Entitlements and Other Income Agreements, Ratification of Other Agreements, Approval of Bid Awards, Change Notices and Notices of Completion (Gerardo Castillo, CPA)*

- 8.1b *Approve Personnel Transactions (Cancy McArn)*
- 8.1c *Approve Revision to Board Policy No. 1312.3: Uniform Complaint Procedures (Raoul Bozio)*
- 8.1d *Approve Operational Memorandum of Understanding, Special Education Memorandum of Understanding, and Amendment 1 to Operational Memorandum of Understanding for Growth Public Schools (Dr. Al Rogers)*
- 8.1e *Approve Resolution No. 2911: Resolution Regarding Board Stipends (Christina Pritchett)*
- 8.1f *Approve Minutes of the October 6, 2016, Board of Education Meeting (José L. Banda)*

## **9.0 COMMUNICATIONS**

7:22 p.m.	9.1 <i>Employee Organization Reports:</i>	<b>Information</b> 3 minutes each
	<ul style="list-style-type: none"> <li>▪ <i>CSA</i></li> <li>▪ <i>SCTA</i></li> <li>▪ <i>SEIU</i></li> <li>▪ <i>Teamsters</i></li> <li>▪ <i>UPE</i></li> </ul>	
7:37 p.m.	9.2 <i>District Parent Advisory Committees:</i>	<b>Information</b> 3 minutes each
	<ul style="list-style-type: none"> <li>▪ <i>Community Advisory Committee</i></li> <li>▪ <i>District English Learner Advisory Committee</i></li> <li>▪ <i>Gifted and Talented Education Advisory Committee</i></li> <li>▪ <i>Indian Education Parent Committee</i></li> </ul>	
7:52 p.m.	9.3 <i>Superintendent's Report (José L. Banda)</i>	<b>Information</b> 5 minutes
7:57 p.m.	9.4 <i>President's Report (Christina Pritchett)</i>	<b>Information</b> 5 minutes
8:02 p.m.	9.5 <i>Student Member Report (Natalie Rosas)</i>	<b>Information</b> 5 minutes
8:07 p.m.	9.6 <i>Information Sharing By Board Members</i>	<b>Information</b> 10 minutes
8:17 p.m.	9.7 <i>Board Committee Reports</i>	<b>Information</b> 10 minutes

**10.0 BOARD WORKSHOP/STRATEGIC PLAN AND OTHER INITIATIVES**

- 8:27 p.m.      10.1 Approve Resolution No. 2909: Developer Fee Reports for Fiscal Year Ending June 30, 2016 (Gerardo Castillo, CPA)      **Action**  
5 minute presentation  
5 minute discussion
- 8:37 p.m.      10.2 Approve Local Control and Accountability Plan Parent Advisory Committee Selection (Dr. Al Rogers and Cathy Morrison)      **Action**  
5 minute presentation  
5 minute discussion
- 8:47 p.m.      10.3 Enrollment and Attendance Center Update (Ken McPeters, Mary Hardin Young, and Elliot Lopez)      **Information**  
10 minute presentation  
10 minute discussion
- 9:07 p.m.      10.4 Adopt Governance Handbook (Nathaniel Browning)      **Action**  
5 minute presentation  
5 minute discussion
- 9:17 p.m.      10.5 Approve Railyards Project School Facilities Agreement (Cathy Allen)      **Action**  
10 minute presentation  
20 minute discussion
- 9:47 p.m.      10.6 Health Benefits and Pension Cost Update (Gerardo Castillo, CPA)      **Information**  
5 minute presentation  
5 minute discussion

9:57 p.m.      11.0 BUSINESS AND FINANCIAL INFORMATION/REPORTS      **Receive Information**

11.1 Business and Financial Information:

- Enrollment and Attendance Report for Month 1 Ending September 23, 2016

9:59 p.m.      12.0 FUTURE BOARD MEETING DATES / LOCATIONS

- ✓ November 17, 2016, 4:30 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47<sup>th</sup> Avenue, Community Room, Regular Workshop Meeting
- ✓ December 8, 2016, 4:30 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47<sup>th</sup> Avenue, Community Room, Annual Organizational and Workshop Meeting

10:01 p.m. **13.0 ADJOURNMENT**

*NOTE: The Sacramento City Unified School District encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Board of Education Office at (916) 643-9314 at least 48 hours before the scheduled Board of Education meeting so that we may make every reasonable effort to accommodate you. [Government Code § 54953.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. §12132)] Any public records distributed to the Board of Education less than 72 hours in advance of the meeting and relating to an open session item are available for public inspection at 5735 47<sup>th</sup> Avenue at the Front Desk Counter and on the District's website at [www.scusd.edu](http://www.scusd.edu)*



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 8.1a

**Meeting Date:** November 3, 2016

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

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

**Division:** Business Services

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

**Background/Rationale:**

**Financial Considerations:** See attached.

**LCAP Goal(s):** Safe, Emotionally Healthy, Engaged Students

**Documents Attached:**

1. Other Agreements
2. Notices of Completion – Facilities Projects

<p><b>Estimated Time of Presentation:</b> N/A <b>Submitted by:</b> Gerardo Castillo, CPA, Chief Business Officer Kimberly Teague, Contract Specialist <b>Approved by:</b> José L. Banda, Superintendent</p>
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**EXPENDITURE AND OTHER AGREEMENTS**

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<b><u>YOUTH DEVELOPMENT</u></b>		
SA17-00243 Sacramento Chinese Community Services Ctr	8/1/16 – 6/30/17: Develop, maintain & sustain programs that offer support services before and after school at the following sites: A.M. Winn, Abraham Lincoln, Bowling Green, Camellia, Caroline Wenzel, David Lubin, Earl Warren, Hubert Bancroft, John Bidwell, John Cabrillo, Nicholas, Pacific, PS7, Woodbine and William Land Elementary Schools. Albert Einstein, California, Fern Bacon, Kit Carson and Will C. Wood Middle Schools. John Still and Martin L. King K-8 schools. American Legion, C.K. McClatchy, Health Professions, Hiram Johnson, John F. Kennedy, Luther Burbank, Rosemont and Sacramento High Schools.	\$3,626,960 Title 1 and 21 <sup>st</sup> Century Comm Learning Ctr Funds

**NOTICES OF COMPLETION – FACILITIES PROJECTS**

Contract work is complete and Notices of Completion may be executed.

<b>Contractor</b>	<b>Project</b>	<b>Completion Date</b>
XL Construction	Abatement, Demolition & Roof Replacement at C.K. McClatchy High School	September 10, 2016

**AGREEMENT FOR SERVICES****Between**

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**  
**Youth Development Support Services Department**  
**And**  
**SACRAMENTO CHINESE COMMUNITY SERVICES CENTER**

The Sacramento City Unified School District (“District”) and the SACRAMENTO CHINESE COMMUNITY SERVICES CENTER collectively hereinafter referred to as “the Parties” hereby enter into this Agreement for program services (“Agreement”) effective on August 1<sup>st</sup>, 2016 (“Effective Date”) with respect to the following recitals:

**RECITALS**

WHEREAS, the District desires to engage SACRAMENTO CHINESE COMMUNITY SERVICES CENTER to develop, maintain and sustain programs that offer support services to A. M. Winn, Abraham Lincoln, Bowling Green, Camellia, Caroline Wenzel, David Lubin, Earl Warren, John Bidwell, Hubert Bancroft, John Cabrillo, Nicholas, Pacific, PS7, Woodbine, and William Land elementary schools, Albert Einstein, California, Fern Bacon, Kit Carson and Will C. Wood middle schools, John Still, and Martin L. King K-8 schools, and American Legion, C. K. McClatchy, Luther Burbank, Health Professions, Hiram Johnson, J. F. Kennedy, Rosemont High Schools and Sacramento Charter High School during the expanded learning hours, to A. M Winn, Earl Warren and Nicholas Elementary during before school time to improve the quality of life for families, enhance literacy opportunities and improve academic performance and attendance for the students; and

WHEREAS, District and SACRAMENTO CHINESE COMMUNITY SERVICES CENTER will work collaboratively to develop, support, coordinate and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES), 21<sup>st</sup> Century and ASSETS expanded learning programs at above mentioned schools during the school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, and promote academic achievement, assist children and adults from low-income families to achieve challenging state content standards, provide opportunities for parents to actively participate in their children’s education, provide safe, supervised, and high-quality expanded learning care for students, and deter, tobacco, alcohol and other drug use; and

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. SACRAMENTO CHINESE COMMUNITY SERVICES CENTER shall adhere to Attachment A Scope of Services; Attachment B Expanded Learning Programs Expectations; and complete SCUSD Expanded Learning Program Manual (located on SCUSD Youth Development Website);
- ii. SACRAMENTO CHINESE COMMUNITY SERVICES CENTER shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions
- iii. District shall adhere to scope of service outlined in Attachment A. District shall provide funding pursuant to Paragraph B, below. District shall provide and coordinate space and location of all District-



sponsored expanded learning professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications.

B. Payment. For provision of services pursuant to this Agreement, and meeting required attendance target, or a minimum of 85% of said target based on 180 days, District shall reimburse SACRAMENTO CHINESE COMMUNITY SERVICES CENTER for direct services not to exceed **\$3,626,960.00** be made in installments upon receipt of properly submitted invoices.

Breakdown:

<b>Program</b>	<b>School Name</b>	<b>Contract Amount</b>	<b>Attendance Target Days (180)</b>
ASES	A. M. Winn	\$103,334.00	97
21 <sup>st</sup> Century	A. M. Winn	\$21,306.00	20
ASES	Abraham Lincoln	\$88,420.00	83
ASES	Albert Einstein	\$95,877.00	90
ASES	Bowling Green	\$89,485.00	84
21 <sup>st</sup> Century	Bowling Green	\$105,465.00	99
ASES	California Middle	\$118,248.00	111
ASES	Camellia	\$88,420.00	83
21 <sup>st</sup> Century	Caroline Wenzel	\$88,420.00	83
ASES	David Lubin	\$64,983.00	61
ASES	Earl Warren	\$88,420.00	83
21 <sup>st</sup> Century	Earl Warren	\$47,939.00	45
ASES	Fern Bacon	\$118,248.00	111
ASES	John Bidwell	\$88,420.00	83
21 <sup>st</sup> Century	John Bidwell	\$31,959.00	30
ASES	Hubert Bancroft	\$76,702.00	72
ASES	John Cabrillo	\$88,420.00	83
ASES	John Still K-8	\$137,424.00	129
21 <sup>st</sup> Century	John Still K-8	\$21,306.00	20
ASES	Kit Carson Middle School	\$50,069.00	47
ASES	Martin L King K-8	\$88,420.00	83
21 <sup>st</sup> Century	Martin L King K-8	\$88,420.00	83

ASES	Nicholas	\$90,551.00	85
21 <sup>st</sup> Century	Nicholas	\$90,551.00	85
ASES	Pacific	\$90,551.00	85
21 <sup>st</sup> Century	Pacific	\$73,506.00	69
ASES	PS7 St Hope (elementary and middle)	\$176,840.00	166
ASES	Woodbine	\$88,420.00	83
21 <sup>st</sup> Century	Woodbine	\$31,959.00	30
ASES	Will C. Wood Middle	\$118,248.00	111
ASES	William Land	\$102,269.00	96
21 <sup>st</sup> Century	William Land	\$79,898.00	75
Kinder	William Land	\$22,000.00	60
ASSETS	American Legion	\$55,641.00	41
ASSETS	C. K. McClatchy	\$110,000.00	240
ASSETS	Luther Burbank	\$110,000.00	240
ASSETS	Hiram Johnson	\$110,000.00	240
ASSETS	Rosemont	\$110,000.00	240
ASSETS	Sacramento Charter High	\$108,973.00	97
ASSETS	Health Professions High	\$61,305.00	61
ASSETS	John F. Kennedy	\$110,000.00	240
21 <sup>st</sup> Century Before School	A. M. Winn	\$17,037.00	30
21 <sup>st</sup> Century Before School	Earl Warren	\$26,502.00	41
21 <sup>st</sup> Century Before School	Nicholas	\$26,502.00	42
21 <sup>st</sup> Century Before School	Pacific	\$26,502.00	41
<b>Total Amount</b>		<b>\$3,626,960.00</b>	

The final installment shall not be invoiced by SACRAMENTO CHINESE COMMUNITY SERVICES CENTER or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, SACRAMENTO CHINESE COMMUNITY SERVICES CENTER shall provide documentation of **\$725,392.00 in-kind match** to the District.

C. Independent Contractor. While engaged in providing the services in this Agreement, and otherwise performing as set forth in this Agreement, SACRAMENTO CHINESE COMMUNITY SERVICES CENTER, and each of SACRAMENTO CHINESE COMMUNITY SERVICES CENTER employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance Requirements. Prior to commencement of services and during the life of this Agreement, SACRAMENTO CHINESE COMMUNITY SERVICES CENTER shall provide the District with a copy of its certificates of insurance evidencing its comprehensive general liability insurance, employment practices liability insurance, and directors and officers coverages in sums of not less than \$1,000,000 per occurrence. SACRAMENTO CHINESE COMMUNITY SERVICES CENTER will also provide a written endorsement to such policies-naming District as an additional insured and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the SACRAMENTO CHINESE COMMUNITY SERVICES CENTER to the District.

E. Fingerprinting Requirements. SACRAMENTO CHINESE COMMUNITY SERVICES CENTER agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. Pursuant to Education Code Section 45125.1, SACRAMENTO CHINESE COMMUNITY SERVICES CENTER shall certify in writing to the District that neither the employer nor any of its employees who are required to have their fingerprints submitted to the Department of Justice and who may come in contact with pupils have been convicted of a felony as defined in Section 45122.1. Contractor will provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement. SACRAMENTO CHINESE COMMUNITY SERVICES CENTER shall obtain subsequent arrest service from DOJ for on-going notification regarding an individual whose fingerprints were submitted pursuant to Section 45125.1. Upon receipt of such a subsequent arrest notification from DOJ, SACRAMENTO CHINESE COMMUNITY SERVICES CENTER shall within 24 hours notify District of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, SACRAMENTO CHINESE COMMUNITY SERVICES CENTER agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C. § 1232g, *et seq.*, and California Education Code Section 49060, *et seq.* SACRAMENTO CHINESE COMMUNITY SERVICES CENTER shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other Party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.

G. Period of Agreement. The term of this Agreement shall be from August 1, 2016, through June 30, 2017. This Agreement may be terminated by either Party at any time, for any reason, with or without cause, by providing at least sixty (60) days written notice.

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

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

H. Indemnity. SACRAMENTO CHINESE COMMUNITY SERVICES CENTER agrees to indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, willful misconduct, negligence, injury or other causes of action or liability proximately caused by SACRAMENTO CHINESE COMMUNITY SERVICES CENTER and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. SACRAMENTO CHINESE COMMUNITY SERVICES CENTER has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.

I. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

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

K. Assignment. This Agreement is made by and between SACRAMENTO CHINESE COMMUNITY SERVICES CENTER and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by all parties.

L. Entire Agreement. This Agreement constitutes the entire agreement between SACRAMENTO CHINESE COMMUNITY SERVICES CENTER and the District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements,

publications and understandings of any nature whatsoever, with respect to the same subject matter unless expressly included in this Agreement. The parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The parties further agree and represent that each of them are the drafters of every part of this Agreement.

M. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the parties.

N. Execution In Counterparts. This Agreement may be executed in counterparts such that the signatures of the parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.

O. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.


P. Approval/Ratification by Board of Education. This Agreement shall be subject to approval/ratification by the District's Board of Education.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate.

**DISTRICT:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Gerardo Castillo, CPA  
Chief Business Officer  
Sacramento City Unified School District

**SACRAMENTO CHINESE COMMUNITY SERVICES CENTER:**

By:  Date 9/26/16  
Authorized Signature

Print Name: Henry Kloczkowski

Title: Executive Director

Sacramento City Unified School District and SACRAMENTO CHINESE COMMUNITY SERVICES CENTER:  
Attachment A

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DISTRICT shall:

1. Provide evaluation and/or survey of projects as required.
2. Recognize in all sponsored events and on brochures, flyers, and promotional materials as appropriate.
3. Provide a district Expanded Learning liaison for each school that will provide the support and guidance needed to operate the Expanded Learning program.
4. Meet monthly with the PROGRAM MANAGER of SACRAMENTO CHINESE COMMUNITY SERVICES CENTER to identify program needs, assistance, and successes.
5. Designate a school staff contact person to work directly with the PROGRAM MANAGER for program planning, assistance in hiring staff and to address any implementation issues.
6. Help train program staff and volunteers on school procedures and the education/curriculum materials being used at the school that should be integrated into the program.
7. Help recruit students into the program and provide the program access to parents of participating students.
8. Help provide parents/students forums to obtain feedback on the program, what is working and what new services/program elements need to be added or modified.
9. Provide space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
10. Provide Expanded Learning snack that is consistent with requirements of the USDA.
11. Help coordinate custodial and storage needs of the program.
12. Meet regularly with the District contact person, SACRAMENTO CHINESE COMMUNITY SERVICES CENTER site liaison and site administrator to identify program needs, successes and assistance.
13. Provide an "End of Year" Partnership Report addressing strengths and areas for improvement for future partnership.

SACRAMENTO CHINESE COMMUNITY SERVICES CENTER shall:

1. Provide a comprehensive Expanded Learning academic, enrichments and recreation program to include at least one hour of homework and tutoring assistance daily (includes all instructional days) from school closure until 6:00 PM (15 hours per week) at designated schools. Program elements shall also include other educational and enrichment/recreational activities, violence prevention, alcohol tobacco and other drug education and prevention activities.
2. Work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outline in the grant award. Student days of attendance will be monitored by SACRAMENTO CHINESE COMMUNITY SERVICES CENTER and adjustments made to **ensure that the program maximizes all funding reimbursements not to exceed available funding.**
3. Work collaboratively with the District and the school to create a comprehensive program plan for the Expanded Learning program. The plan will be shared out with stakeholders.
4. Provide an "End of Year" Report on status of all outcomes and objectives.
5. Maintain and provide to the District monthly attendance and program activities records.
6. **SACRAMENTO CHINESE COMMUNITY SERVICES CENTER shall maintain at least 85% of targeted attendance for the school site for the entire year.**
7. Comply with requirements of the USDA related to administration and operation of Expanded Learning snack and other District-sponsored nutrition programs.
8. Supply the staff with materials, supervision and volunteer recruitment for designated school sites.
9. Develop special activities or field trips for the sites individually and collectively. SACRAMENTO CHINESE COMMUNITY SERVICES CENTER shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site Principal or designee.
10. Attend and provide monthly reports at designed Partnership meetings, monthly PROVIDER AGENCY meetings, monthly PROGRAM MANAGERS meetings, as well as other planning meetings as necessary.
11. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
12. Communicate progress of project/partnership development on a timely and consistent manner to the District.
13. Communicate new partnership opportunities with the District.
14. Advertise, when possible, project/partnership in newspaper, events, press releases, etc. with the prior approval of the District.
15. **Provide at least one full time PROGRAM MANAGER per program that is employed until end of contract 6/30/17 and sufficient staffing to maintain a 20:1 student/staff ratio.**

16. Utilize the Youth Development Support Services Quality Assurance tool, or a Self-Assessment Tool for Expanded Learning programs as the monitoring and evaluation device on a monthly basis.
17. Provide annual in-kind support and direct services that equates to approximately 20% of total contract and such financial support to be itemized and reported monthly to the District.
18. Meeting with the PROGRAM MANAGER and District contact person to identify program needs, successes and areas for assistance.
19. Act as liaison with parents in supporting Family Literacy and Family Engagement.
20. Other areas as agreed upon by both parties.

School Site shall:

1. Designate a school staff person to work directly with the PROGRAM MANAGER for program planning, assistance in hiring staff and to address any implementation issues.
2. Help recruit program staff among school site staff and parents.
3. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the program.
4. Help recruit students into the program and provide program access to parents of participating students.
5. Help provide parent/student forums for the program to obtain feedback on what is working and what new services/program elements need to be added or modified.
6. Provide space for the program to operate, including office space for the PROGRAM MANAGER, classroom space for classes and activities, and storage space for program supplies/materials.
7. Help coordinate custodial and storage needs of the program.
8. Meet monthly or as needed with the PROGRAM MANAGER, district liaison, site liaison and/or site administrator to identify program needs, successes and assistance.



### **District Expectations for Expanded Learning Programs:**

The following guidelines are set forth to establish clear communication between the District staff and contracted Expanded Learning Programming Service Providers regarding District expectations.

1. Service Providers and their staff will adopt and work within the social justice youth development framework as they operate District programs.
2. Service Providers and their staff will be knowledgeable of and adhere to the regulations established in the Expanded Learning manual, including, but not limited to:
  - a. Requirements for Safety
  - b. Communication Protocol
  - c. Medical Protocol
  - d. Early Release/Late Arrival Policy
  - e. Program Hours Requirement: 15 hours per week for After School; 7.5 hours per week for Before School Programming
  - f. District Disciplinary Protocol
  - g. Field Trip Requirements
3. Service Providers will maintain an environment that is physically and emotionally safe for children/youth and staff at all times. This includes:
  - a. Adequate Supervision
  - b. 20:1 student/staff ratio
  - c. Students within the visual line of sight for staff (age appropriate) at all times (excluding restroom breaks)
  - d. Clear program rules and expectations.
4. Area representatives, Service Providers and their staff will communicate effectively and regularly with each other and maintain accurate contact information. This means:
  - a. Checking and answering e-mails and phone message regularly
  - b. Issues/concerns will be communicated in a timely manner
  - c. Regular and clear communication with parents via newsletters, phone calls, e-mails etc.
  - d. Checking Expanded Learning website regularly
5. Program staff will conduct themselves in a professional manner at all times by being:
  - a. Easily identifiable to parents and school staff by wearing badges in plain view while on duty
  - b. Prepared and ready at least 1 hour prior to start of programming
  - c. Regularly assess student interest via student surveys, classroom discussions, suggestion boxes etc., and make adjustments when necessary to ensure continued student engagement
6. In order to support academic achievement, Service Providers/staff should:
  - a. Have a general knowledge of the academic standing of their students in their program
  - b. Align Expanded Learning programs to the regular school day
  - c. **Each program site will have their own program plan based on the needs of their students**
  - d. Meet with administrators and teachers regularly. Maintain regular communication with site administrator or site designee
  - e. Be a part of the school culture. Participate in staff meetings, school events such as Back to School Night, Open House etc.
  - f. A representative from each provider agency should serve on at least one school site committee such as the School Site Council, Safety Committee etc.
  - g. Review the School Accountability Report Card for your school site. This information is posted on the district's website at <http://www.scusd.edu/post/2014-15-school-accountability-report-card-41>
7. Provider Agency and their staff will incorporate youth development principles into their programming. This may include:
  - a. Creating opportunities for youth-led activities and service learning

- b. Involving youth in the decision-making process when appropriate
  - c. Encouraging youth civic engagement
  - d. Incorporating character education
8. Program Managers will perform on-going program observations utilizing the Expanded Learning Walk-Thru form in order to provide feedback to their staff.
  9. 21<sup>st</sup> CCLC programs must assess the need for family literacy services among adult family members of student served by the program. Based on that need, all programs must, at a minimum, either refer families to existing services or coordinate with Youth Development Support Services to deliver literacy and educational development services.
  10. Area representatives will evaluate Expanded Learning programming based on student participation, adherence to the above mentioned guidelines, and on the analysis of the various assessment tools.



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 8.1b

**Meeting Date:** November 3, 2016

**Subject:** Approve Personnel Transactions

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

**Division:** Human Resource Services

**Recommendation:** Approve Personnel Transactions

**Background/Rationale:** None

**Financial Considerations:** None

**LCAP Goal(s):** Safe, Emotionally Healthy and Engaged Students

**Documents Attached:**

1. Certificated Personnel Transactions Dated November 3, 2016
2. Classified Personnel Transactions Dated November 3, 2016

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

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

**Approved by:** José L. Banda, Superintendent

**Attachment 1: CERTIFICATED 11/03/2016**

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
<b>EMPLOY</b>							
BOWLES	MALLORY	0	Teacher Resource Spec	AMERICAN LEGION HIGH SCHOO	10/20/2016	6/30/2017	EMLOY PROB 0 10/20/16
RECHS	CATHERINE	B	Teacher Elementary Spec	GENEVIEVE DIDION ELEMENTAR	10/4/2016	6/30/2017	EMPLOY .20 PROB1 10/4/16
ALLEN	ASHLEIGH	0	Teacher Elementary	ISADOR COHEN ELEMENTARY SC	10/10/2016	6/30/2017	EMPLOY PROB 0 10/10/16
BOWLES	MALLORY	0	Teacher Resource Spec	C. K. McCLATCHY HIGH SCHOOL	10/20/2016	6/30/2017	EMPLOY PROB 0 10/20/16
SAN DIEGO	CHERRY ANN	0	Teacher Spec Ed	KIT CARSON MIDDLE SCHOOL	9/26/2016	6/30/2017	EMPLOY PROB 0 9/26/16
LEE	DIANA	B	Teacher Elementary	EDWARD KEMBLE ELEMENTARY	10/11/2016	6/30/2017	EMPLOY PROB 10/11/16
TALANA	ALNA JOY	0	Teacher Spec Ed	ETHEL I. BAKER ELEMENTARY	9/14/2016	6/30/2017	EMPLOY PROB0 9/14/16
UY	LENETTE	0	Teacher Resource Spec	ABRAHAM LINCOLN ELEMENTAR	9/22/2016	6/30/2017	EMPLOY PROB0 9/22/16
TAMBELLINI	LINDA	B	Teacher K-8	JOHN H. STILL - K-8	10/13/2016	6/30/2017	EMPLOY PROB1 10/13/16
JOHNSON	VALYNIA	B	Teacher Adult Ed Hourly	NEW SKILLS & BUSINESS ED. CTI	10/3/2016	6/30/2017	EMPLOY PROB1 10/3/16
ROYBAL III	THOMAS	B	Teacher Elementary Spec	ABRAHAM LINCOLN ELEMENTAR	10/3/2016	6/30/2017	EMPLOY PROB1 10/3/16
DUNN	PATRICK	E	Teacher High School	THE MET	10/3/2016	6/30/2017	EMPLOY TC 10/3/16
<b>LEAVES</b>							
WASSUM	PATRICIA	A	Teacher Traveling Music	MUSIC SECTION	9/27/2016	11/13/2016	LOA PD FMLA/CFRA 9/27-11/13/16
O'BRIEN	AIMEE	A	Teacher Elementary	BG CHACON ACADEMY	9/27/2016	11/8/2016	LOA PD FMLA/CFRA 9/27-11/8/16
FALLON	MARGO	A	Teacher Spec Ed	SPECIAL EDUCATION DEPARTME	9/26/2016	12/3/2016	LOA PD PDL/HE 9/26-12/3/16
MOOROTEEA	SHEENA	0	Teacher Resource Spec	ALBERT EINSTEIN MIDDLE SCHO	10/14/2016	6/30/2017	LOA UNPD ADMIN 10/14/16-6/30/17
YOUNG	GREGORY	A	Teacher High School	JOHN F. KENNEDY HIGH SCHOOL	10/3/2016	6/30/2017	LOA ADMIN PD 10/3/16-6/30/17
GARCIA	JOSE	B	Coord I Learning Support	WASHINGTON ELEMENTARY SCH	10/3/2016	6/30/2017	LOA ADMINPD 10/3-6/30/17
BARRY	AMANDA	0	Teacher Elementary	PARKWAY ELEMENTARY SCHOO	10/17/2016	6/30/2017	LOA ADMINUNPD 10/17-6/30/17
WHARTON	JASON	0	Teacher Elementary Spec	MARK TWAIN ELEMENTARY SCH	10/17/2016	6/30/2017	LOA ADMINUNPD 10/17-6/30/17
WHARTON	JASON	0	Teacher Elementary Spec	PARKWAY ELEMENTARY SCHOO	10/17/2016	6/30/2017	LOA ADMINUNPD 10/17-6/30/17
LEMOS	TIFFANY	A	Teacher Elementary	ABRAHAM LINCOLN ELEMENTAR	9/19/2016	12/16/2016	LOA PD FMLA/CFRA 9/19-12/16/16
LEMAY	LYSETTE	Q	Teacher Middle School	LONG TERM LEAVES	7/1/2016	6/30/2017	EXT .50 UNPD LOA A 7/1-6/30/17
<b>STATUS CHANGE</b>							
GEDDES	JOSEPH	C	Teacher Elementary Spec	CAROLINE WENZEL ELEMENTAR	10/10/2016	6/30/2017	STCH PERM/.80 FTE 10/10/16
WATSON	DEBORAH	Q	Teacher High School	CAREER & TECHNICAL PREPARA	7/1/2016	6/30/2017	STCH LTA B/TR .20 7/1/16
PARKER	BRYAN	C	Teacher High School	ROSEMONT HIGH SCHOOL	7/1/2016	6/30/2017	STCH PROB2 7/1/16
ELHAI	LAURISA	A	School Nurse	HEALTH SERVICES	7/1/2016	6/30/2017	STCHG .60 PERM 7/1/16
BACSAFRA	JENNIFER	A	School Nurse	HEALTH SERVICES	7/1/2016	6/30/2017	STCHG .90 PERM 7/1/16
COLLINS	CLIFFORD	R	Teacher High School	CAREER & TECHNICAL PREPARA	7/1/2016	6/30/2017	STCHG PERM LTAB/STCHG 7/1/16

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
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**RESIGN/RETIRE/TERM**

KOIDA	LEIGH	0	Teacher Elementary	CAROLINE WENZEL ELEMENTAR	9/1/2016	10/12/2016	SEP/RESIGN 10/12/16
KOUTNEY	MATTHEW	B	Teacher High School	LUTHER BURBANK HIGH SCHOOL	9/3/2015	6/30/2016	SEP/RESIGN 6/30/16
BROWN	ALYSSA	B	Teacher Elementary	WASHINGTON ELEMENTARY SCH	9/9/2016	10/17/2016	SEP/RESIGNED 10/17/16
LINDEMANN	ELIZABETH	A	Teacher Elementary	ETHEL I. BAKER ELEMENTARY	7/1/2015	6/17/2016	AMEND RET FR 8/2/16 TO 6/17/16

Attachment 2: CLASSIFIED 11/03/2016

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
<b>EMPLOY</b>							
MURILLO DE PENA	MANUELA	B	Clerk II	WOODBINE ELEMENTARY SCHO	10/5/2016	6/30/2017	EMPLOY .4375 PROB1 10/5/16
MYERS	FRANCES	B	Inst Aid Spec Ed	WILL C. WOOD MIDDLE SCHOOL	10/11/2016	6/30/2017	EMPLOY PROB 10/11/16
RENTERIA	KIABETH	B	Inst Aide Child Dev	CHILD DEVELOPMENT PROGRAM	10/17/2016	6/30/2017	EMPLOY PROB 10/17/16
MCHALE	KIM	B	Office Tchncn II	SPECIAL EDUCATION DEPARTME	10/19/2016	6/30/2017	EMPLOY PROB 10/19/16
ADAMS	BILLY	B	Custodian	GEO WASHINGTON CARVER	10/10/2016	6/30/2017	EMPLOY PROB 10/10/16
INGRAM	EMILY	B	Inst Aid Spec Ed	GEO WASHINGTON CARVER	10/10/2016	6/30/2017	EMPLOY PROB 10/10/16
PERKINS	IAN	B	Electronics Technician	FACILITIES MAINTENANCE	10/10/2016	6/30/2017	EMPLOY PROB 10/10/16
SOTO	DARREN	B	Tech Support Spec II	INFORMATION SERVICES	10/13/2016	6/30/2017	EMPLOY PROB 10/13/16
GRAHAM JR	MICHAEL	B	Inst Aid Spec Ed	ALBERT EINSTEIN MIDDLE SCHO	9/30/2016	6/30/2017	EMPLOY PROB 9/30/16
GALVAN	NORMA	B	Carpet/Floor Maint Worker	BUILDINGS & GROUNDS/OPERAT	10/10/2016	6/30/2017	EMPLOY PROB1 10/10/16
AFLAKI-BENI	HODA	B	Inst Aide Child Dev	CHILD DEVELOPMENT PROGRAM	10/17/2016	6/30/2017	EMPLOY PROB1 10/17/16
CORLETO	ELVA	B	Inst Aide Child Dev	CHILD DEVELOPMENT PROGRAM	10/17/2016	6/30/2017	EMPLOY PROB1 10/17/16
HEIDARI	SEDIGHEH	B	Inst Aide Child Dev	CHILD DEVELOPMENT PROGRAM	10/17/2016	6/30/2017	EMPLOY PROB1 10/17/16
VUE	YER	B	Clerk II	FATHER K.B. KENNY	10/18/2016	6/30/2017	EMPLOY PROB1 10/18/16
FOSTER	MELISSA	B	Inst Aid Spec Ed	WOODBINE ELEMENTARY SCHO	10/19/2016	6/30/2017	EMPLOY PROB1 10/19/16
ZEPEDA	ELAINE	B	Inst Aid Spec Ed	SUCCESS ACADEMY	10/3/2016	6/30/2017	EMPLOY PROB1 10/3/16
ARIAS	NERY	B	School Community Liaison	ABRAHAM LINCOLN ELEMENTAR'	9/1/2016	6/30/2017	EMPLOY PROB1 9/1/16
SANTIAGO	NULIE	B	Custodian	FERN BACON MIDDLE SCHOOL	9/12/2016	6/30/2017	EMPLOY PROB1 9/12/16
GORBENKO	MARINA	B	Inst Aide Child Dev	CHILD DEVELOPMENT PROGRAM	9/26/2016	6/30/2017	EMPLOY PROB1 9/26/16
JONES	JOSEPHINE	B	Spec II Student Support	INTEGRATED COMMUNITY SERVI	9/26/2016	6/30/2017	EMPLOY PROB1 9/26/16
<b>RE-ASSIGN/STATUS CHANGE</b>							
AUZENNE	DENISE	B	Child Dev Spec I	CHILD DEVELOPMENT PROGRAM	8/26/2016	6/30/2017	REA/STCHG PROB1 8/26/16
HER	CHUE	B	Fd Sv Asst III	NUTRITION SERVICES DEPARTMI	10/3/2016	6/30/2017	REA /STCHG PROB110/3/16
GROSHEV	PAVEL	B	Bldg Automation &HVAC	FACILITIES MAINTENANCE	10/10/2016	6/30/2017	REA/STCH PROB1 10/10/16
HANSEN	JAKE	B	Personnel Specialist	HUMAN RESOURCE SERVICES	10/3/2016	6/30/2017	REA/STCHG 10/3/16
WHITE	LORNE	B	School Plant Ops Mngr I	HEALTH PROFESSIONS HIGH SCI	10/10/2016	6/30/2017	REA/TR/STCHG/WVG 10/10/16
FOUGERE	PHILIP	B	School Plant Ops Mngr I	SUCCESS ACADEMY	10/3/2016	6/30/2017	REA/TR/STCHG 1.0 PROB110/3/16
HAAN	MICHELLE	B	Parent Advisor	WOODBINE ELEMENTARY SCHO	10/17/2016	5/31/2017	REA/TR/WVG/STCHG 10/17/16
OSBORNE	KENNETH	B	Campus Supervisor I	AMERICAN LEGION HIGH SCHOO	9/1/2016	6/30/2017	REA/WVG CHG 9/1/16
BOYER	BRUCE	R	Campus Monitor	LONG TERM LEAVES	9/7/2016	11/30/2016	STCH LTA B/TR 9/7-11/30/16
BOYER	BRUCE	R	Instructional Aide	LONG TERM LEAVES	9/7/2016	11/30/2016	STCH LTA B/TR 9/7-11/30/16
KNIGHT	STEVEN	A	Bus Driver	TRANSPORTATION SERVICES	10/11/2016	4/30/2017	STCHG .71875 10/11/16
CAO	DOUGLAS	A	Bus Driver	TRANSPORTATION SERVICES	10/12/2016	6/30/2017	STCHG .75 10/12/16
JIMENEZ	EMILY	A	Bus Driver	TRANSPORTATION SERVICES	10/12/2016	4/30/2017	STCHG .75 10/12/16

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
GONZALEZ	ANNA	B	Inst Aid Spec Ed	WOODBINE ELEMENTARY SCHO	7/1/2016	6/30/2017	STCHG .75 PERM 7/1/16
BROADBENT	MISTY	B	Bus Driver	TRANSPORTATION SERVICES	10/11/2016	6/30/2017	STCHG .8125 10/11/16
HALEY	KATHERINE	A	Bus Attendant	TRANSPORTATION SERVICES	10/12/2016	6/30/2017	STCHG .8125 10/12/16
JARDINE	SHERYL	A	Bus Driver	TRANSPORTATION SERVICES	10/5/2016	6/30/2017	STCHG .84375 10/5/16
ALLEN	SHAWNA	A	Bus Attendant	TRANSPORTATION SERVICES	10/11/2016	6/30/2017	STCHG .875 10/11/16
HUERTA	ANNA	A	Bus Attendant	TRANSPORTATION SERVICES	10/12/2016	6/30/2017	STCHG .875 10/12/16
GALVEZ	JOSE	A	Bus Driver	TRANSPORTATION SERVICES	10/5/2016	6/30/2017	STCHG .875 10/5/16
DAVIS	JOHNNIE	A	Bus Driver	TRANSPORTATION SERVICES	10/5/2016	10/19/2016	STCHG .875 10/5/16-10/19/16
LEWIS-ECKFORD	BRANDY	A	Bus Driver	TRANSPORTATION SERVICES	10/6/2016	4/30/2017	STCHG .875 10/6/16
LEDESMA	JUAN	A	Bus Driver	TRANSPORTATION SERVICES	10/5/2016	6/30/2017	STCHG .90625 10/5/16
LUTTRELL	TAMI	A	Bus Driver	TRANSPORTATION SERVICES	10/12/2016	4/30/2017	STCHG .9375 10/12/16
DALOIAN	PATSY	B	Bus Driver	TRANSPORTATION SERVICES	10/4/2016	5/31/2017	STCHG .9375 10/4/16
BARRON	MARIA	A	Bus Driver	TRANSPORTATION SERVICES	10/5/2016	6/30/2017	STCHG .9375 10/5/16
JACKSON	ROSE	A	Bus Driver	TRANSPORTATION SERVICES	10/11/2016	6/30/2017	STCHG .96875 10/11/16
ALVAREZ	COLLEEN	A	Bus Driver	TRANSPORTATION SERVICES	10/10/2016	6/30/2017	STCHG 1.0 10/10/16
DELIZO	RONALD	A	Bus Driver	TRANSPORTATION SERVICES	10/10/2016	6/30/2017	STCHG 1.0 10/10/16
LUC	DAT	A	Bus Driver	TRANSPORTATION SERVICES	10/10/2016	6/30/2017	STCHG 1.0 10/10/16
ARROYO	VICTORIA	A	Bus Driver	TRANSPORTATION SERVICES	9/23/2016	6/30/2017	STCHG 1.0 9/23/16
DUDLEY	DANNY	A	Bus Driver	TRANSPORTATION SERVICES	10/12/2016	6/30/2017	STCHG 1.0 PERM 10/12/16
MOORE	BARBARA	A	Bus Attendant	TRANSPORTATION SERVICES	10/20/2016	6/30/2017	STCHG 1.0 PERM 10/20/16
HERNANDEZ	JOSEPH	A	Bus Driver	TRANSPORTATION SERVICES	10/6/2016	6/30/2017	STCHG 1.0 PERM 10/6/19
SANCHEZ	DESIRAE	A	Bus Driver	TRANSPORTATION SERVICES	10/5/2016	6/30/2017	STCHG FR .6250 10/5/16
RODRIGUEZ	VERONICA	A	Bus Driver	TRANSPORTATION SERVICES	9/22/2016	6/30/2017	STCHG FR .75 09/22/16
MINOR	OLIVIA	A	Bus Driver	TRANSPORTATION SERVICES	10/10/2016	6/30/2017	STCHG FR .75 10/10/16
GARCIA	ROSALBA	A	Bus Driver	TRANSPORTATION SERVICES	9/22/2016	6/30/2017	STCHG FR .75 9/22/16
SIMMONS	CHLOE	A	Inst Aid Spec Ed	C. K. McCLATCHY HIGH SCHOOL	7/1/2016	9/30/2016	STCHG FR .75 7/1/16
TORIX	SHERRY	A	Inst Aide Child Dev	CHILD DEVELOPMENT PROGRAM	10/24/2016	6/30/2017	STCHG/POS#CHG 10/24/16
ALLEN	SHAWNA	A	Bus Attendant	TRANSPORTATION SERVICES	7/1/2016	10/10/2016	STCHG FR .96875 TO .625 7/1/16
SIERRA CRUZ	GLADYS	A	Bus Attendant	TRANSPORTATION SERVICES	10/11/2016	6/30/2017	STCHG FR 0.625 10/11/16
MANNING II	REGINALD	B	Bus Driver	TRANSPORTATION SERVICES	10/12/2016	6/30/2017	STCHG FR 0.625 10/12/16
ODOM	JOE	B	Bus Attendant	TRANSPORTATION SERVICES	10/12/2016	5/31/2017	STCHG FR 0.625 10/12/16
SALAUN	KATHY	B	Bus Driver	TRANSPORTATION SERVICES	10/12/2016	4/18/2017	STCHG FR 0.625 10/12/16
WELCH	REGINA	A	Bus Driver	TRANSPORTATION SERVICES	10/12/2016	6/30/2017	STCHG FR 0.625 10/12/16
PHUNG	LIEN	A	Bus Attendant	TRANSPORTATION SERVICES	10/13/2016	6/30/2017	STCHG FR 0.625 10/13/16
MAISONET-BURSIAGA	JESSICA	A	Bus Driver	TRANSPORTATION SERVICES	10/6/2016	6/30/2017	STCHG FR 0.625 10/6/16
SPAGNER	ANGELIA	A	Bus Driver	TRANSPORTATION SERVICES	10/6/2016	6/30/2017	STCHG FR 0.625 10/6/16
PENA	YOLANDA	A	Bus Driver	TRANSPORTATION SERVICES	10/10/2016	6/30/2017	STCHG FR 0.6875 10/10/16
RAMIREZ	WILLIAM	A	Bus Driver	TRANSPORTATION SERVICES	10/12/2016	1/31/2017	STCHG FR 0.6875 10/12/16
WITHERSPOON	LARRY	A	Bus Driver	TRANSPORTATION SERVICES	9/22/2016	5/31/2017	STCHG FR 0.6875 9/22/16
RODRIGUEZ	GABRIEL	A	Bus Driver	TRANSPORTATION SERVICES	10/10/2016	4/30/2017	STCHG FR 0.75 10/10/16
PRICE URIBE	ELIZABETH	A	Bus Driver	TRANSPORTATION SERVICES	10/14/2016	6/30/2017	STCHG FR 0.75 10/14/16
GILL	MANJINDER	A	Bus Driver	TRANSPORTATION SERVICES	10/17/2016	6/30/2017	STCHG FR 0.75 10/17/16
WEST	CARI	A	Bus Driver	TRANSPORTATION SERVICES	10/4/2016	6/30/2017	STCHG FR 0.75 10/4/16

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
MARISCAL	RICARDO	A	Bus Driver	TRANSPORTATION SERVICES	10/6/2016	6/30/2017	STCHG FR 0.75 10/6/16
NGUYEN	LINDA	A	Bus Driver	TRANSPORTATION SERVICES	10/6/2016	6/30/2017	STCHG FR 0.75 10/6/16
NUGENT	CATHLIN	A	Bus Driver	TRANSPORTATION SERVICES	9/22/2016	6/30/2017	STCHG FR 0.75 9/22/16
WITTING	LINDA	A	Bus Driver	TRANSPORTATION SERVICES	9/22/2016	10/9/2016	STCHG FR 0.75 9/22/16
SAECHAO	NAI	A	Bus Driver	TRANSPORTATION SERVICES	10/10/2016	6/30/2017	STCHG FR 0.875 10/10/16
WITTING	LINDA	A	Bus Driver	TRANSPORTATION SERVICES	10/10/2016	6/30/2017	STCHG FR 0.875 10/10/16
PHAN	MINH	A	Bus Driver	TRANSPORTATION SERVICES	10/6/2016	6/30/2017	STCHG FR 0.875 10/6/16
PETERSON	SHERRELL	A	Inst Aid Spec Ed	CAMELLIA BASIC ELEMENTARY	10/24/2016	10/31/2016	STCHG TO .75/TR 10/24/16
MIAN	MICHELE	A	Inst Aid Spec Ed	ETHEL PHILLIPS ELEMENTARY	7/1/2016	6/30/2017	TR/STCHG .3125 PERM 7/1/16
MIAN	MICHELE	A	Inst Aid Spec Ed	GENEVIEVE DIDION ELEMENTAR	7/1/2016	6/30/2017	TR /STCHG .3125 PERM 7/1/16

**LEAVES**

BUTLER	CHARLISSE	A	Campus Monitor	LUTHER BURBANK HIGH SCHOOL	9/23/2016	12/3/2016	LOA PD HE/PDL 9/23/16-12/3/16
TORRES	NELIDA	B	Fd Sv Asst I	NUTRITION SERVICES DEPARTMI	9/16/2016	9/29/2016	LOA UNPD PERS 9/16-9/29/16
PADILLA	BRENDA	A	Dir II Nutrition Services	NUTRITION SERVICES DEPARTMI	9/14/2016	6/30/2017	LOA ADMINPD9/14-6/30/17
WHARTON	JESSICA	A	Spec II Bullying Preventic	INTEGRATED COMMUNITY SERVI	10/1/2016	11/6/2016	LOA FMLA/HEPD 10/1-11/6/16
AUGUSTA	CORENA	A	Bus Driver	TRANSPORTATION SERVICES	8/30/2016	6/30/2017	LOA PA UNPD 8/30/16-6/15/17
HOWARD	AVIS	A	School Office Manager III	THE MET	10/21/2016	11/20/2016	LOA PD FMLA/CFRA 10/21-11/20/16
VELASQUEZ	FRANCINE	A	Home Visitor HS-EHS Ho	CHILD DEVELOPMENT PROGRAM	7/1/2016	6/30/2017	LOA UNPD INT FMLA 9/1-6/30/17
BUTLER	CHARLISSE	A	Campus Monitor	LUTHER BURBANK HIGH SCHOOL	9/23/2016	12/3/2016	LOAP PD HE/PDL 9/23/16-12/3/16

**RESIGN/RETIRE/TERM**

PADGUG	RALPH	A	Interp for the Deaf	SPECIAL EDUCATION DEPARTME	7/1/2016	8/31/2016	SEP/DE 8/31/16
HERNANDEZ	ERLINDA	A	Fd Sv Asst I	NUTRITION SERVICES DEPARTMI	7/1/2016	8/15/2016	SEP/DE 8/15/16
RIOS	LAURA	B	Tchr Asst Bil I/Comp Lab	MARK TWAIN ELEMENTARY SCH	7/1/2016	10/12/2016	SEP/RESIGN 10/12/16
HEBERLING	JAMES	B	Supervisor IV Plumber	FACILITIES MAINTENANCE	7/5/2016	11/4/2016	SEP/RESIGN 11/4/16
CHAVEZ	CHRISTI	B	Fd Sv Asst I	NUTRITION SERVICES DEPARTMI	10/1/2016	10/19/2016	SEP/RESIGN 10/19/16
LIU	MEGAN	A	Fd Sv Asst I	NUTRITION SERVICES DEPARTMI	7/1/2016	10/7/2016	SEP/RESIGN 10/4/16





# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 8.1c

**Meeting Date:** November 3, 2016

**Subject:** Approve Revision to Board Policy 1312.3: Uniform Complaint Procedures

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

**Division:** Legal Services; Human Resources

**Recommendation:** Approve updates to Board Policy 1312.3, Uniform Complaint Procedures.

**Background/Rationale:** Revisions are required to ensure continuing compliance with new laws, including authorizing the use of uniform complaint procedures to resolve complaints of noncompliance related to accommodations for lactating students (AB 302, 2015), educational rights of foster youth and homeless students (AB 379, 2015), assignment of students to courses without educational content for more than one week per semester or to courses they have previously completed (AB 1012, 2015), and physical education instructional minutes in elementary schools (AB 1391, 2015). Furthermore, reformatting of the Policy is needed to maintain consistency with CSBA model policy and ensure future updates are accurately implemented.

**Financial Considerations:** NA

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

**Documents Attached:**

1. Revised Board Policy 1312.3 – corrected copy
2. Revised Board Policy 1312.3 – final copy

<p><b>Estimated Time of Presentation:</b> N/A</p> <p><b>Submitted by:</b> Raoul Bozio, Legal Services Manager</p> <p><b>Approved by:</b> José L. Banda, Superintendent</p>
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# Sacramento City USD

## Board Policy

### Uniform Complaint Procedures

BP 1312.3

#### Community Relations

The Governing Board recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve the following complaints:

1. Any complaint alleging district violation of applicable state or federal law or regulations governing adult education programs, after school education and safety programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, special education programs, consolidated categorical aid programs, and any other district-implemented program which is listed in Education Code 64000(a) (5 CCR 4610)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 3555 - Nutrition Program Compliance)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

(cf. 6159 - Individualized Education Program)

(cf. 6171 - Title I Programs)

(cf. 6174 - Education for English Language Learners)

(cf. 6175 - Migrant Education Program)

(cf. 6178 - Career Technical Education)

(cf. 6178.1 - Work-Based Learning)

(cf. 6178.2 - Regional Occupational Center/Program)

(cf. 6200 - Adult Education)

2. Any complaint alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) against any student, employee, or other person participating in district programs and activities, including, but not limited to, those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital, pregnancy, or parental status, physical or mental disability, sex, sexual orientation, gender,

gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)

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

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

3. Any complaint alleging district noncompliance with the requirement to provide reasonable accommodation to a lactating student on school campus to express breast milk, breastfeed an infant child, or address other breastfeeding-related needs of the student (Education Code 222)

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

4. Any complaint alleging district noncompliance with the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5 CCR 4610)

(cf. 3260 - Fees and Charges)

(cf. 3320 - Claims and Actions Against the District)

5. Any complaint alleging district noncompliance with legal requirements related to the implementation of the local control and accountability plan (Education Code 52075)

(cf. 0460 - Local Control and Accountability Plan)

6. Any complaint, by or on behalf of any student who is a foster youth, alleging district noncompliance with any legal requirement applicable to the student regarding placement decisions, the responsibilities of the district's educational liaison to the student, the award of credit for coursework satisfactorily completed in another school or district, school transfer, or the grant of an exemption from Board-imposed graduation requirements (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

(cf. 6173.1 - Education for Foster Youth)

7. Any complaint, by or on behalf of a homeless student as defined in 42 USC 11434a, alleging district noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in another school or district or the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1, 51225.2)

(cf. 6173 - Education for Homeless Children)

8. Any complaint alleging district noncompliance with the requirements of Education Code 51228.1 and 51228.2 that prohibit the assignment of a student to a course without educational content for more than one week in any semester or to a course the student has previously satisfactorily completed, without meeting specified conditions (Education Code 51228.3)

(cf. 6152 - Class Assignment)

9. Any complaint alleging district noncompliance with the physical education instructional minutes requirement for students in elementary school (Education Code 51210, 51223)

(cf. 6142.7 - Physical Education and Activity)

10. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy

11. Any other complaint as specified in a district policy

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process to reach a resolution to the complaint that is acceptable to all parties. ADR such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. As appropriate for any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep confidential the identity of the complainant and/or the subject of the complaint if he/she is different from the complainant, as long as the integrity of the complaint process is maintained.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 5125 - Student Records)

(cf. 9011 - Disclosure of Confidential/Privileged Information)

When an allegation that is not subject to the UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and

knowledge of current law and related requirements, including the steps and timelines specified in this policy and the accompanying administrative regulation.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee shall maintain records of all UCP complaints and the investigations of those complaints in accordance with applicable law and district policy.

(cf. 3580 - District Records)

### Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be referred to the specified agency: (5 CCR 4611)

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services, the County Protective Services Division, and the appropriate law enforcement agency.

2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.

3. Any complaint alleging employment discrimination shall be sent to the California Department of Fair Employment and Housing and the compliance officer shall notify the complainant by first class mail of the transfer.

4. Any complaint alleging fraud shall be referred to the California Department of Education.

In addition, the district's Williams Uniform Complaint Procedures, AR 1312.4, shall be used to investigate and resolve any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments. (Education Code 35186)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

~~The Governing Board recognizes that the district is primarily responsible for complying with applicable state and federal laws and regulations governing educational programs. The district shall investigate complaints alleging failure to comply with applicable state and federal laws and~~

~~regulations and/or alleging discrimination, harassment, intimidation and/or bullying, and seek to resolve those complaints in accordance with the procedures set out in 5 CCR 4600-4687 and in accordance with the policies and procedures of the Board. The district shall follow uniform complaint procedures when addressing complaints alleging unlawful discrimination, harassment, intimidation, and/or bullying regarding or based on, actual or perceived characteristics such as, age, ancestry, color, ethnic group identification, gender expression, gender identity, gender, mental or physical disability, disability, medical condition, veteran status, nationality, national origin, race or ethnicity, religion, religious creed, marital status, pregnancy, sex, or sexual orientation, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or in any program or activity that receives or benefits from state financial assistance. (Government Code 11135; Education Code 200, 220; 5 CCR 4610)~~

~~Uniform complaint procedures shall also be used when addressing complaints alleging failure to comply with state and/or federal laws in adult education, consolidated categorical aid programs, migrant education, career technical education and training programs, child care and development programs, child nutrition programs, special education programs, and federal school safety planning requirements. (5 CCR 4610)~~

~~Uniform complaint procedures shall also be used pursuant to Education Code 52075, when addressing complaints alleging that the district has not complied with the requirements of the Local Control Accountability Plans (LCAP), Education Code 52060 et seq., or 47606.5 and 47607.3.~~

~~A complaint may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with the requirements of this article.~~

~~A complainant not satisfied with the decision of the district may appeal the decision to the Superintendent and shall receive a written appeal decision within 60 days of the Superintendent's receipt of the appeal.~~

~~If the district finds merit in a complaint, or the Superintendent finds merit in an appeal, the district shall provide a remedy to all affected students, parents/guardians.~~

~~Information regarding the requirements of this article shall be included in the annual notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622 or any successor regulation.~~

~~Uniform complaint procedures shall also be used when addressing complaints alleging violations pertaining to K-12 pupil fees where it is prohibited for a student who is enrolled in a K-12 public school to be required to pay a pupil fee for participation in a K-12 educational activity, as defined and/or specified in Assembly Bill 1575 (Education Code 49011-49013).~~

~~Student Fees~~

~~A student enrolled in a district K-12 school shall not be required to pay a pupil fee for participation in an educational activity.~~

~~All of the following requirements apply to the prohibition identified above:~~

- ~~1. All supplies, materials, and equipment needed to participate in educational activities shall be provided to students free of charge.~~
- ~~2. A fee waiver policy shall not make a pupil fee permissible.~~
- ~~3. The district shall not establish a two-tier educational system by requiring a minimal educational standard and also offering a second, higher educational standard that students may only obtain through payment of a fee or purchase of additional supplies that the school district or school does not provide.~~
- ~~4. The district shall not offer course credit or privileges related to educational activities in exchange for money or donations of goods or services from a student or a student's parents/guardians, and a school district or school shall not remove course credit or privileges related to educational activities, or otherwise discriminate against a student because the student or the student's parents/guardians did not or will not provide money or donations of goods or services to the school district or school.~~

~~The district shall not be prohibited solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or school districts, schools, and other entities from providing pupils prizes or other recognition for voluntarily participating in fundraising activities.~~

~~This is declarative of existing law and shall not be interpreted to prohibit the imposition of a fee, deposit, or other charge otherwise allowed by law.~~

~~A complaint of noncompliance with the requirements of this pupil fee law may be filed with the principal of a school under the Uniform Complaint Procedures set forth in Chapter 5.1 (5 CCR 4600) of Division 1.~~

~~A complaint may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with the requirements.~~

~~A student fee complaint shall be filed no later than one year from the date the alleged violation occurred. (5 CCR Â§ 4630(c)(2))~~

~~A complainant not satisfied with the decision of a district may appeal the decision to the California Department of Education and shall receive a written appeal decision within 60 days of the department's receipt of the appeal.~~

~~If the district finds merit in a complaint, or the California Department of Education finds merit in an appeal, the district shall provide a remedy to all affected students, parents/guardians that,~~

~~where applicable, includes reasonable efforts by the district to identify and ensure full reimbursement to all affected students, parents/guardians who paid a student fee within one year prior to the filing of the complaint, subject to procedures established through regulations adopted by the state board. (5 CCR Â§ 4600(u))~~

~~Information regarding the requirements of this pupil fee law shall be included in the annual notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622.~~

~~The district shall establish local policies and procedures to implement the provisions of this law. (Education Code 49011-49013)~~

~~The district shall have the primary responsibility to insure compliance with applicable state and federal laws and regulations. (5 CCR 4620)~~

~~The district shall investigate complaints alleging failure to comply with applicable state and federal laws and regulations and/or alleging discrimination, harassment, intimidation and/or bullying, and seek to resolve those complaints in accordance with the district's Uniform Complaint Procedures. (5 CCR 4610, 4620, and 4621)~~

~~The Board designates the following compliance officers to receive and investigate complaints and ensure district compliance with law:~~

~~Assistant Superintendent, Human Resource Services & Employee Compensation~~

~~5735 47th Avenue  
Sacramento, CA 95824  
Phone: (916) 643-9050  
Fax: (916) 399-2016~~

~~Student-related:~~

~~Director, Student Hearing and Placement Department  
5735 47th Avenue  
Sacramento, CA 95824  
Phone: (916) 643-9425  
Fax: (916) 399-2029~~

~~The Assistant Superintendent, Human Resource & Employee Compensation Services shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. Such employees may have access to legal counsel as determined by the Superintendent or designee.~~

~~The Assistant Superintendent, Human Resource & Employee Compensation Services shall meet the notification requirements of 5 CCR 4622, including the annual dissemination of district complaint procedures and information about available appeals, civil law remedies and conditions~~



~~under which a complaint may be taken directly to the California Department of Education. The Assistant Superintendent, Human Resource & Employee Compensation Services shall ensure that complainants understand that they may pursue other remedies, including actions before civil courts or other public agencies.~~

~~There will be annual dissemination of a written notice of the district's complaint procedures to students, employees, parents/guardians of its students, school and district advisory committees, appropriate private school officials or representatives, and other interested parties. (5 CCR 4622)~~

~~Additionally, the district shall use uniform complaint procedures to address complaints regarding insufficiency of instructional materials, emergency or urgent facilities conditions that pose a threat to the health and safety of students or staff, and/or teacher vacancy or misassignment issues as provided in AR 1312.4.~~

~~(cf. 0410—Nondiscrimination in District Programs and Activities)~~

~~(cf. 0420.2—School Improvement Program)~~

~~(cf. 0430—Comprehensive Local Plan for Special Education)~~

~~(cf. 0450—Comprehensive Safety Plan)~~

~~(cf. 1312.1—Complaints Concerning District Employees)~~

~~(cf. 1312.2—Complaints Concerning Instructional Materials)~~

~~(cf. 1312.4—Williams Uniform Complaint Procedures)~~

~~(cf. 3553—Free and Reduced Price Meals)~~

~~(cf. 4031—Complaints Concerning Discrimination in Employment)~~

~~(cf. 5141.4—Child Abuse Prevention and Reporting)~~

~~(cf. 5148—Child Care and Development)~~

~~(cf. 6159—Individualized Education Program)~~

~~(cf. 6171—Title I Programs)~~

~~(cf. 6174—Education for English Language Learners)~~

~~(cf. 6175—Migrant Education Program)~~

~~(cf. 6178—Vocational Education)~~

~~(cf. 6200—Adult Education)~~

~~The Board encourages the early, informal resolution of complaints at the site level whenever possible.~~

~~Upon receipt of a written complaint from an individual, public agency or organization, uniform complaint procedures shall be initiated. The Superintendent or designee shall distribute full information about these procedures.~~

~~Refusal by the complainant to provide the investigator with documents or other evidence related to the allegations in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstructions of the investigation, may result in the dismissal of the complaint because of lack of evidence to support the allegations. (5 CCR 4631)~~

~~Refusal by the district to provide the investigator with access to records and/or other information related to the allegation in the complaint, or to otherwise fail to refuse or cooperate in the~~

~~investigation or engage in any other obstruction of the investigation, may result in a finding based on evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant. (5 CCR 4631)~~

~~The district complaint will be investigated and a written report will be issued to the complainant within 60 days from the date of the receipt of the complaint, unless the complainant agrees in writing to an extension of time.~~

~~Complainants will receive written acknowledgement identifying the person(s), employee(s), or agency positions(s), or unit(s) responsible for receiving complaints, investigating complaints and ensuring district compliance.—The written acknowledgement will also include a statement that ensures that such person(s), employee(s), position(s), or unit(s) responsible for compliance and/or investigation shall be knowledgeable about the laws/programs that he/she is assigned to investigate. (5 CCR 4621, 4631)~~

~~Complainants have the right to pursue civil law remedies under state or federal discrimination, harassment, intimidation or bullying laws, if applicable. (5 CCR 4622)~~

~~Unlawful discrimination, harassment, intimidation or bullying complaints shall be filed no later than six months from the date the alleged discrimination, harassment, intimidation or bullying occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying. (5 CCR 4630)~~

~~The district will provide an opportunity for complainants and/or representatives to present evidence or information.~~

~~The report will contain the following elements:—(5 CCR 4631)~~

- ~~1.——The findings of fact based on the evidence gathered~~
- ~~2.——Conclusion of law~~
- ~~3.——Disposition of the complaint~~
- ~~4.——The rationale for such a disposition~~
- ~~5.——Corrective actions, if any are warranted~~
- ~~6.——Notice of the complainant's right to appeal the district's decision to the California Department of Education (CDE)~~
- ~~7.——Procedures to be followed for initiating an appeal to CDE~~

~~The district ensures that complainants are protected from retaliation and that the identity of a complainant alleging discrimination, harassment, intimidation and/or bullying will remain confidential as appropriate.~~

~~The Board acknowledges and respects every individual's right to privacy. Discrimination, harassment, intimidation and/or bullying complaints shall be investigated in a manner that protects the confidentiality of the parties and the facts. This includes keeping the identity of the complainant confidential except to the extent necessary to carry out the investigation or proceedings, as determined by the Superintendent or designee on a case-by-case basis.—(5 CCR 4621)~~

~~The Board prohibits retaliation in any form for participation in complaint procedures, including but not limited to the filing of a complaint or the reporting of instances of discrimination, harassment, intimidation and/or bullying. Such participation shall not in any way affect the status, grades or work assignments of the complainant.~~

~~(cf. 4119.23/4219.23/4319.23—Unauthorized Release of Confidential/Privileged Information)~~

~~(cf. 5125—Student Records)~~

~~(cf. 9011—Disclosure of Confidential/Privileged Information)~~

~~The Board recognizes that a neutral mediator can often suggest a compromise that is agreeable to all parties in a dispute. In accordance with uniform complaint procedures, whenever all parties to a complaint agree to try resolving their problem through mediation, the Superintendent or designee shall initiate mediation. The Superintendent or designee shall ensure that mediation results are consistent with state and federal laws and regulations.~~

~~The complainant shall comply with the appeal requirements of 5 CCR 4632.~~

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

8200-8498 Child care and development programs

8500-8538 Adult basic education

18100-18203 School libraries

32289 School safety plan, uniform complaint procedures

35186 Williams uniform complaint procedures

48985 Notices in language other than English

49010-49013 Student fees

49060-49079 Student records

49490-49590 Child nutrition programs

52060-52077 Local control and accountability plan, especially

52075 Complaint for lack of compliance with local control and accountability plan requirements

52160-52178 Bilingual education programs

52300-52490 Career technical education

52500-52616.24 Adult schools

52800-52870 School-based program coordination

54400-54425 Compensatory education programs  
54440-54445 Migrant education  
54460-54529 Compensatory education programs  
56000-56867 Special education programs  
59000-59300 Special schools and centers  
64000-64001 Consolidated application process  
GOVERNMENT CODE  
11135 Nondiscrimination in programs or activities funded by state  
12900-12996 Fair Employment and Housing Act  
PENAL CODE  
422.55 Hate crime; definition  
422.6 Interference with constitutional right or privilege  
CODE OF REGULATIONS, TITLE 5  
3080 Application of section  
4600-4687 Uniform complaint procedures  
4900-4965 Nondiscrimination in elementary and secondary education programs  
7301-7372 Title V rural and low-income school programs  
12101-12213 Title II equal opportunity for individuals with disabilities  
UNITED STATES CODE, TITLE 29  
794 Section 504 of Rehabilitation Act of 1973  
UNITED STATES CODE, TITLE 20  
1221 Application of laws  
1232g Family Educational Rights and Privacy Act  
1681-1688 Title IX of the Education Amendments of 1972  
6301-6577 Title I basic programs  
6801-6871 Title III language instruction for limited English proficient and immigrant students  
7101-7184 Safe and Drug-Free Schools and Communities Act  
7201-7283g Title V promoting informed parental choice and innovative programs  
UNITED STATES CODE, TITLE 42  
2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended  
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964  
6101-6107 Age Discrimination Act of 1975  
CODE OF FEDERAL REGULATIONS, TITLE 28  
35.107 Nondiscrimination on basis of disability; complaints  
CODE OF FEDERAL REGULATIONS, TITLE 34  
99.1-99.67 Family Educational Rights and Privacy  
100.3 Prohibition of discrimination on basis of race, color or national origin  
104.7 Designation of responsible employee for Section 504  
106.8 Designation of responsible employee for Title IX  
106.9 Notification of nondiscrimination on basis of sex  
110.25 Notification of nondiscrimination on the basis of age

Management Resources:

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

Questions and Answers on Title IX and Sexual Violence, April 2014

Dear Colleague Letter: Bullying of Students with Disabilities, August 2013

Dear Colleague Letter: Sexual Violence, April 2011

Dear Colleague Letter: Harassment and Bullying, October 2010

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

#### WEB SITES

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

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

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

#### Policy SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

adopted: November 16, 1998                      Sacramento, California

revised: June 7, 2007

revised: October 6, 2011

revised: May 2, 2013

revised: June 19, 2014

revised: November 20, 2014

revised: October , 2016

# Sacramento City USD

## Board Policy

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BP 1312.3

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(cf. 3553 - Free and Reduced Price Meals)  
(cf. 3555 - Nutrition Program Compliance)  
(cf. 5141.4 - Child Abuse Prevention and Reporting)  
(cf. 5148 - Child Care and Development)  
(cf. 5148.2 - Before/After School Programs)  
(cf. 6159 - Individualized Education Program)  
(cf. 6171 - Title I Programs)  
(cf. 6174 - Education for English Language Learners)  
(cf. 6175 - Migrant Education Program)  
(cf. 6178 - Career Technical Education)  
(cf. 6178.1 - Work-Based Learning)  
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gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)

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

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(cf. 3260 - Fees and Charges)

(cf. 3320 - Claims and Actions Against the District)

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(cf. 6173.1 - Education for Foster Youth)

7. Any complaint, by or on behalf of a homeless student as defined in 42 USC 11434a, alleging district noncompliance with any requirement applicable to the student regarding the award of credit for coursework satisfactorily completed in another school or district or the grant of an exemption from Board-imposed graduation requirements (Education Code 51225.1, 51225.2)

(cf. 6173 - Education for Homeless Children)

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(cf. 6152 - Class Assignment)

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(cf. 6142.7 - Physical Education and Activity)

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11. Any other complaint as specified in a district policy

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process to reach a resolution to the complaint that is acceptable to all parties. ADR such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. As appropriate for any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep confidential the identity of the complainant and/or the subject of the complaint if he/she is different from the complainant, as long as the integrity of the complaint process is maintained.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 5125 - Student Records)

(cf. 9011 - Disclosure of Confidential/Privileged Information)

When an allegation that is not subject to the UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and



knowledge of current law and related requirements, including the steps and timelines specified in this policy and the accompanying administrative regulation.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

The Superintendent or designee shall maintain records of all UCP complaints and the investigations of those complaints in accordance with applicable law and district policy.

(cf. 3580 - District Records)

### Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be referred to the specified agency: (5 CCR 4611)

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services, the County Protective Services Division, and the appropriate law enforcement agency.

2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.

3. Any complaint alleging employment discrimination shall be sent to the California Department of Fair Employment and Housing and the compliance officer shall notify the complainant by first class mail of the transfer.

4. Any complaint alleging fraud shall be referred to the California Department of Education.

In addition, the district's Williams Uniform Complaint Procedures, AR 1312.4, shall be used to investigate and resolve any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments. (Education Code 35186)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

### Legal Reference:

#### EDUCATION CODE

200-262.4 Prohibition of discrimination

8200-8498 Child care and development programs

8500-8538 Adult basic education

18100-18203 School libraries  
32289 School safety plan, uniform complaint procedures  
35186 Williams uniform complaint procedures  
48985 Notices in language other than English  
49010-49013 Student fees  
49060-49079 Student records  
49490-49590 Child nutrition programs  
52060-52077 Local control and accountability plan, especially  
52075 Complaint for lack of compliance with local control and accountability plan requirements  
52160-52178 Bilingual education programs  
52300-52490 Career technical education  
52500-52616.24 Adult schools  
52800-52870 School-based program coordination  
54400-54425 Compensatory education programs  
54440-54445 Migrant education  
54460-54529 Compensatory education programs  
56000-56867 Special education programs  
59000-59300 Special schools and centers  
64000-64001 Consolidated application process  
GOVERNMENT CODE  
11135 Nondiscrimination in programs or activities funded by state  
12900-12996 Fair Employment and Housing Act  
PENAL CODE  
422.55 Hate crime; definition  
422.6 Interference with constitutional right or privilege  
CODE OF REGULATIONS, TITLE 5  
3080 Application of section  
4600-4687 Uniform complaint procedures  
4900-4965 Nondiscrimination in elementary and secondary education programs  
7301-7372 Title V rural and low-income school programs  
12101-12213 Title II equal opportunity for individuals with disabilities  
UNITED STATES CODE, TITLE 29  
794 Section 504 of Rehabilitation Act of 1973  
UNITED STATES CODE, TITLE 20  
1221 Application of laws  
1232g Family Educational Rights and Privacy Act  
1681-1688 Title IX of the Education Amendments of 1972  
6301-6577 Title I basic programs  
6801-6871 Title III language instruction for limited English proficient and immigrant students  
7101-7184 Safe and Drug-Free Schools and Communities Act  
7201-7283g Title V promoting informed parental choice and innovative programs  
UNITED STATES CODE, TITLE 42  
2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended  
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964  
6101-6107 Age Discrimination Act of 1975

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

100.3 Prohibition of discrimination on basis of race, color or national origin

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

106.9 Notification of nondiscrimination on basis of sex

110.25 Notification of nondiscrimination on the basis of age

Management Resources:

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

Questions and Answers on Title IX and Sexual Violence, April 2014

Dear Colleague Letter: Bullying of Students with Disabilities, August 2013

Dear Colleague Letter: Sexual Violence, April 2011

Dear Colleague Letter: Harassment and Bullying, October 2010

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

WEB SITES

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

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

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

Policy SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

adopted: November 16, 1998 Sacramento, California

revised: June 7, 2007

revised: October 6, 2011

revised: May 2, 2013

revised: June 19, 2014

revised: November 20, 2014

revised: October , 2016



## SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 8.1d

**Meeting Date:** November 3, 2016

**Subject:** Approve Operational Memorandum of Understanding, Special Education Memorandum of Understanding, and Amendment 1 to Operational Memorandum of Understanding for Growth Public Schools

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

**Division:** Office of Strategy and Innovation

**Recommendation:** Approve Operational Memorandum of Understanding, Special Education Memorandum of Understanding, and Amendment 1 to Operational Memorandum of Understanding between Sacramento City Unified School District and Growth Public Schools.

**Background/Rationale:** The District approved the initial charter petition for Growth Public Schools on September 1, 2016 for a term of five years effective July 1, 2017 to June 30, 2022. By approving the renewal of the Charter, the District assumed certain oversight responsibilities of the Charter School pursuant to the California Charter Schools Act (Cal. Ed. Code, § 47600 et seq.). To clarify the roles and responsibilities of the parties, the District enters into an Operational MOU and Special Education MOU with each charter school. The Operational MOU outlines responsibilities and expectations between the District and the Charter School regarding the oversight fee paid by the Charter School to the District, the parties' respective fiscal and administrative responsibilities, their legal relationship, and other matters of mutual interest not explicitly addressed or resolved in the terms of the Charter School's charter. The Special Education MOU sets forth the responsibilities of the parties with respect to the delivery and financing of special education services to students enrolled in the Charter School. With SCUSD Board approval on October 20, 2016 to remove language regarding "Voter Approved Measures" in all charter Operational Memorandum of Understandings, Amendment 1 to the Operational Memorandum of Understanding

aligns Growth Public Schools with the collective Independent charter schools of the District.

**Financial Considerations:** The financial considerations are outlined within the Operational Memorandum of Understanding and Special Education Memorandum of Understanding.

**LCAP Goal(s):** Family and Community Empowerment

**Documents Attached:**

1. Operational Memorandum of Understanding between Sacramento City Unified School District and Growth Public Schools
2. Special Education Memorandum of Understanding between Sacramento City Unified School District and Growth Public Schools
3. Amendment 1 to Operational Memorandum of Understanding between Sacramento City Unified School District and Growth Public Schools.

**Estimated Time of Presentation:** NA

**Submitted by:** Jack Kraemer, Innovative Schools and Charter Oversight Director

**Approved by:** Al Rogers, Ed. D., Chief Strategy Officer

**OPERATIONAL MEMORANDUM OF UNDERSTANDING BETWEEN  
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
AND  
GROWTH PUBLIC SCHOOLS**

This Operational Memorandum of Understanding (“Agreement”) is entered into as of November 3, 2016, by and between the Board of Trustees of the Sacramento City Unified School District (“District”) and Growth Public Schools, Inc. (“Non-Profit”), a California non-profit public benefit corporation, operating Growth Public Schools (“Charter School”), a public charter school chartered by the District. The District, the Non-Profit and the Charter School are collectively referred to as the “Parties.” This Agreement shall be enforceable only following execution by both Parties and ratification or approval by the governing boards of each of the Parties.

**RECITALS:**

- A. The District is the granting agency of the Charter School. The District granted the Charter School’s charter on September 1, 2016, for a term of five years, beginning on July 1, 2017 and expiring June 30, 2022. The Charter School is operated by the Non-Profit.
- B. By approving the charter petition, the District assumed certain oversight responsibilities of the Charter School pursuant to the California’s Charter Schools Act (Cal. Ed. Code, § 47600 *et seq.*). This Agreement is intended to outline the Parties’ agreements governing their respective fiscal and administrative responsibilities, their legal relationship, and other matters of mutual interest not otherwise addressed or resolved in the terms of the Charter School’s charter.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the Non-Profit and the District do hereby agree as follows:

- 1. **Use of Terms.** Unless otherwise stated, for the purposes of this Agreement, the terms Charter School and Non-Profit may be used interchangeably, with the duties and responsibilities of the Charter School and Non-Profit being the same under this Agreement.
- 2. **Term and Renewal.** This Agreement shall commence on the date upon which it is executed by both Parties, but shall not be effective absent ratification or approval by the governing boards of each of the Parties. The Agreement shall cover the remaining term of the charter, expiring on June 30, 2022. If the Charter School’s charter is revoked or the Charter School ceases operations prior to the expiration of the term of the Agreement, the Agreement shall immediately terminate. The Agreement is also subject to termination in accordance with the processes as set forth in this Agreement or as otherwise permitted by law. Renewal or extension of the charter and this Agreement shall be based, in part, on compliance with the terms set forth in this Agreement, District policy, and applicable law.
- 3. **Designation of School.** The Charter School shall be known as Growth Public Schools. The Charter School may not change its name, nor operate under any other name, without the

prior express written approval of the District. The Non-Profit shall be responsible for all functions of the Charter School pursuant to the terms and conditions set forth in this Agreement and its charter. The Charter School shall not be located at more than one school site without the prior express written approval of the District. The Charter School shall not change locations without the prior express written approval of the District. Any change of location shall be considered a material revision of the charter petition under Education Code sections 47605 and 47607 and shall not be denied unless there are sufficient findings per these statutes.

#### **4. School Accountability.**

(a) Annual LCAP. The Charter School shall comply with Education Code section 47606.5, as that statute may be amended from time to time, as well as its implementing regulations, if any. The Charter School's Local Control and Accountability Plan ("LCAP"), and annual updates thereto as required by law, shall be annually provided to the District by July 1, unless a different date is established by law. The Charter School will utilize the State Board of Education's template to submit its LCAP pursuant to this section. To the extent practicable, the Charter School shall report LCAP data in a manner consistent with how information is reported on a school accountability report card.

(b) Performance Report. The Charter School will provide an Annual Performance Report to the District upon the terms and deadlines specified in Appendix A (Annual Performance Report). Appendix A is incorporated to this Agreement by reference. From time to time, and as may be necessary in the District's sole discretion, the District reserves the right to revise the content requested in, and format of, the Annual Performance Report. The District will provide the Charter School with notice at least thirty (30) days prior to the implementation of changes to the Annual Performance Report.

(c) Corrective Action. The Charter School must comply with the terms and conditions specified in the Corrective Action Plan, attached to this Agreement as Appendix B and incorporated to this Agreement by reference.

#### **5. Funding.**

(a) Basic Funding. The Charter School shall receive its funding in accordance with applicable law. Should anything in this MOU require revision based upon changes in law or regulation, the Parties shall meet without delay to cooperatively revise the MOU to ensure consistency with the law. Any future revision of the Charter Schools Act to revise the manner in which charter schools are funded shall not be interpreted to prevent the Charter School's direct receipt of full funding in accordance with applicable law.

The Charter School is eligible for a general-purpose entitlement allocated through the Local Control Funding Formula ("LCFF") under Education Code sections 42388 *et seq.* Except as otherwise noted in this Agreement, it shall be the responsibility of the Charter School to apply for funding due to the Charter School under LCFF.

The Charter School has elected to receive funding from the State directly, pursuant to

Education Code section 47651. The District shall comply with Education Code section 47635 in providing the Charter School with its share of local funding. However, the Parties understand that in the event that such funds are not timely received by the District due to processing delays at either the state or county level, such funds shall be provided to the Charter School as soon as practicable after such funds are made available to the District. The District recognizes the authority of the Charter School to pursue additional sources of funding. Any application for funding by the Charter School that depends on the support or creditworthiness of the District shall be presented to the District for its prior written approval.

(b) District Applications for Funding. When the District applies for additional sources of funding in the form of grants and/or categorical funding at the request of and for the benefit of the Charter School, the District will receive one percent (1%) of such funds at the time they are paid to the Charter School. Such funds shall not be considered revenue for purposes of the District's oversight fee set forth in section 8(b).

(c) Expenditure of Funds. The Charter School agrees to comply with all regulations related to expenditures and receipt of its funds (including compliance with federal and state compliance regulations and certifications). Without limitation to the foregoing, the Charter School agrees that all revenue received from the District and the State shall only be used as outlined herein and in the charter for the provision of educational services for school age children enrolled in and attending the Charter School and shall not be used for purposes other than those set forth in the Charter School's charter and any authorized amendments. The Charter School will provide the District with written monthly notice when the Charter School withdraws funds deposited by the Sacramento County Superintendent of Schools in the Sacramento County Treasury for the account of the Charter School and re-deposits those funds in a financial institution selected by the Charter School. Such notice is provided when the Charter School provides the District with monthly bank statements from the banks where all the Charter School's accounts are held. Within fifteen calendar days of opening an account at a bank or other financial institution, the Charter School will provide written notice to the District of the commencement of that account, the type of account, the financial institution or bank and any identifying account numbers.

(d) Compliance with Procedures. To the extent that the Charter School is required to submit records or information to the District or the County Office of Education in order to confirm funding, including but not limited any audit requirements under LCFF, those records must be prepared by the Charter School in compliance with applicable laws.

**6. Legal Relationship.** Pursuant to its charter and Education Code section 47604, the Charter School is operated by the Non-Profit. The Charter School and the Non-Profit are separate legal entities from the District. As such, the District shall not be liable for the debts or obligations of the Charter School or the Non-Profit to the maximum extent permitted by applicable law. It is agreed that it is the Parties' intent that the District shall incur no unreimbursed cost or expenses of any type whatsoever as a result of its relationship with the Charter School. The Charter School may not enter into a contract or agreement to be managed or operated by any other non-profit public benefit corporation (or any other corporation or entity) without the express written prior approval of the District. The obligations of the Charter School



under such agreement or contract are solely the responsibility of the Charter School and are not the responsibility of the District.

**7. Complaints.** The Charter School shall inform the District of any complaints submitted or filed against it, including complaints filed with any governmental entity other than the District, which the District is obligated to respond to using its own complaint resolution processes, or under any state or federal law, including but not limited to complaint submitted pursuant to uniform complaint procedures. Copies of such complaints must be provided to the District within three (3) working days of receipt by the Charter School. If any such complaint raises an issue or issues that may be grounds for revocation or non-renewal of the charter, the District may request that the Charter School report to the District on how such complaints are being addressed, and the Charter School agrees to provide such information upon the District's request. The Charter School shall make such information available to the District for inspection and copying upon request during regular business hours or, upon request, the Charter School shall deliver to the District within ten (10) business days a current copy of any requested records or information. Under all circumstances, the Charter School will cooperate fully in the release of information to the District to assist in the District's oversight obligations.

**8. Fiscal Relationship.**

(a) Administrative Services. The District's Fee Schedule for Services to the Charter Schools ("Fee Schedule") for the 2016-17 school year is attached hereto as Appendix C, and incorporated to this Agreement by reference. The Charter School may purchase any of the "Optional Administrative Services" designated by the District. If the Charter School elects to purchase such services, the District's agreement to provide those services shall be reduced to writing and signed by the Parties in a separate agreement. The District reserves the right to annually revise the Fee Schedule to reflect the District's then-calculated rates, and the rates stated by each such revision shall apply to services the Charter School is purchasing from the District. If the Charter School contracts for services that require the District to provide labor beyond the current work and vacation calendars of District employees, then the Charter School shall pay the actual cost of these services.

(b) Oversight Fee. The Parties agree that the District will incur costs in connection with its performance of supervisory oversight of the Charter School as required by law, and that it is not in the best interests of either Party to require a mechanical assessment, accounting, billing and payment process to compensate the District for such costs. The Parties further agree that the District is not providing the Charter School with substantially rent-free facilities as referenced by Education Code section 47613(b). Therefore, the Parties agree that the actual cost of the District's supervisory oversight of the Charter School is one percent (1%) of all "Revenue of the Charter School" (excluding grants, loans, and private donations), as defined in Education Code sections 47613, 47632, subd. (a), 42238.02, and 42238.03.

Should anything in this provision require revision based upon a change in the law or regulation, the Parties shall meet without delay to cooperatively revise the MOU to ensure that the fees for oversight are consistent with the law. The Parties further agree that should the District be required by law or requested by the Charter School to perform services on behalf of

the Charter School outside of its supervisory oversight functions and other than as outlined above regarding administrative services, it will incur additional costs or expenses, which the Charter School agrees are not included within the services under the Oversight Fee. However, no cost will be imposed upon or accrued by the Charter School without prior negotiation and agreement between the Charter School and the District of the terms and cost of said services.

“Supervisory Oversight,” as used in the Education Code section 47613, is defined in Education Code sections 47604.32 and 47604.33 to mean the District’s performance of duties to include the following:

- Identification of at least one (1) staff member as contact person for the Charter School.
- Visiting the Charter School at least annually.
- Ensuring that the Charter School complies with all reports required of charter schools by law, including the annual update required pursuant to Education Code section 47606.5.
- Monitoring the fiscal condition of the Charter School.
- Providing timely notification, in accordance with the law, regarding whether the charter’s renewal is granted or denied, the charter is revoked, or the charter will cease operation for any reason.
- Reviewing annual reports and assessing the fiscal condition of the Charter School pursuant to Education Code section 47604.33.

(c) Payment for Administrative Services, Oversight Fee and Expenses. On a quarterly basis, the District shall provide a written invoice and, as necessary, supporting expense information, to the Charter School detailing the amount due for services performed by the District, the oversight fee due pursuant to section 8(b), and any expenses paid by the District on the Charter School’s behalf, with the exception of special education encroachment fees, if any which shall be computed and charged in accordance with the Special Education Memorandum Of Understanding between the Parties (Special Education MOU).

Payment on invoices provided to the Charter School pursuant to this section shall be due within thirty (30) calendar days of receipt unless the Charter School has provided written notice to District that it disagrees with invoiced charges. Payments shall be made to the District’s Business Services Department. The Charter School may only withhold payment for services, fees or expenses that it has specifically contested. The Charter School shall make payment by check.

(d) Distribution of Assets Upon Revocation or Closure. Should the Charter School, as an entity separate from the Non-Profit, cease to exist (by revocation or nonrenewal of its charter or by voluntary closure), and upon a final audit and the payment of, or provision for payment of, all debts and liabilities of the Charter School, any public funds held by or for the Charter School and any assets of the Charter School purchased with public funds shall be

distributed in accordance with the terms of the Charter.

**9. Fiscal Controls.**

(a) Fiscal Policies. The Charter School shall adopt and meet generally accepted accounting principles and shall adopt policies to ensure the Charter School's funds are used to most effectively support the Charter School's mission and to ensure that funds are budgeted, accounted for, expended, and maintained in an appropriate fashion. Such policies will include, but not be limited to the following:

- (1) Expenditures shall be made in accordance with amounts specified in the annual budget or budgetary revisions adopted by the Charter School's governing board;
- (2) The Charter School's funds shall be managed and held in a manner that provides a high degree of protection of the Charter School's assets; and
- (3) All transactions shall be recorded and documented in an appropriate manner that allows reporting to the State, the District, and/or the County Office of Education.

(b) Attendance Accounting. The Charter School shall establish and maintain an appropriate attendance accounting system to record the number of days students are actually in attendance and engaged in activities required of them by the Charter School. The annual audit (see section 9(c) below) will review actual attendance accounting records and practices to ensure compliance. The Charter School's attendance accounting practices will be in conformance with the Charter Schools Act, the California Administrative Code sections defining charter school average daily attendance, and other applicable law.

(c) Annual Financial Audit. The Charter School's governing board will annually appoint an external fiscal auditor, subject to the approval of the District. Said external fiscal auditor must be listed on the State Controller's Office website as approved to conduct such audits. The audit shall include, but not be limited to:

- (1) An audit of the accuracy of the Charter School's financial statements;
- (2) An audit of the Charter School's attendance accounting and revenue claims practices; and
- (3) An audit of the Charter School's internal control practices.

The Charter School shall complete its audit within ninety (90) days of the close of the fiscal year. A copy of the audit report shall be submitted to the District within thirty (30) days of completion, and no later than December 15 of the fiscal year following the fiscal year for which the audit was performed. The Charter School agrees to implement all audit recommendations to the District's satisfaction, unless other terms are agreed to between the District and the Charter School.

(d) Financial Reports. In addition to the foregoing requirements and as specified in Education Code section 47604.33, the Charter School shall annually prepare and submit the following reports to the District and the County Superintendent of Schools:

- (1) On or before July 1, an adopted budget;
- (2) On or before December 15, a first interim financial report, reflecting changes through October 31;
- (3) On or before March 15, a second interim financial report, reflecting changes through January 31; and
- (4) On or before September 15, a final unaudited report for the full prior fiscal year.

In addition to the reports required by this section, the Charter School must submit all reports indicated in Appendix D (Calendar of Annual Charter Due Dates), incorporated to this Agreement by reference. Failure to submit accurate and complete financial information as required hereby shall be considered grounds for revocation of the charter, subject to reasonable opportunity on the part of the Charter School to amend and rectify findings of the above reports.

(e) Voter Approved Measures. In the event that the District seeks and receives a voter approved bond or parcel tax, the Charter School shall have no entitlement to any portion of the funds unless otherwise negotiated in advance. The Charter School agrees that it has no entitlement to funds currently being received, if any, by the District under former parcel tax or bond elections.

(f) Loans. The Charter School agrees that it shall establish a fiscal plan for repayment of any loans received by the Charter School in advance of receipt of such loans. It is agreed that all loans sought by the Charter School shall be authorized in advance by the governing board of the Charter School and shall be the sole responsibility of the Charter School. The District will have no obligation with respect to any loans received by the Charter School to finance its operations, and any such loan shall be the sole responsibility of the Charter School. Upon request, the Charter School will provide information regarding any such loan to the requesting agency pursuant to Education Code section 47604.3. The Charter School shall notify the District, in writing, no later than thirty (30) days prior to entering into any debt whatsoever.

(g) Advance of Funds. The District may in its sole discretion advance funds to the Charter School. In addition, the District may in its sole discretion provide a line of credit for the Charter School.

(h) Cash Flow and Reserve. The Parties agree that the maintenance of a sufficient level of funding reserve is in the best interest of the Charter School and its successful operation. Accordingly, the Charter School shall maintain reserves of no less than three percent (3%). An explanation of any projected drop in reserves below the three percent (3%) level must be included in the Charter School's assumptions in the adopted budget for the fiscal year.

(i) Third Party Debts and Liabilities. Assets or funds allocated or held by the Charter School for provision of its educational services shall not be used to satisfy any third party debts or liabilities, including those of the Non-Profit. Without limitation to the foregoing, no Charter School monies shall be allocated or spent on the debts or liabilities of any party or organization that is associated with founding this Charter School.

(j) Banking Arrangements. The Charter School's Business Officer or designee will reconcile the Charter School's ledger(s) with its bank accounts or accounts in the County Treasury on a monthly basis and prepare (1) a balance sheet, (2) a comparison of budgeted to actual revenues and expenditures to date, and (3) a cash flow statement, which will be submitted with the reports listed above in section 9(d). The Charter School will deposit all funds received as soon as practical upon receipt. A petty cash fund, not to exceed two hundred dollars (\$200), may be established with an appropriate ledger to be reconciled twice monthly by the Non-Profit Business Officer or designee, who shall not be authorized to expend petty cash.

(k) Property Inventory. Within thirty (30) days of receipt of a written request by the District, the Charter School's head of school or his or her designee, shall provide the District with a written inventory of all Charter School purchases of non-consumable goods and equipment that were: 1) valued at one-thousand dollars (\$1,000.00) or more, and, 2) made in that fiscal year, and, 3) made in whole or in part with public funds. This inventory shall include the original purchase price and date, a brief description of the item(s), and other information appropriate for documenting the Charter School's assets, including identifying information reasonably available to (or reasonably used by) the Charter School, such as serial numbers or Charter School tracking numbers. As the chartering authority, the District may make other reasonable queries to the Charter School, in order to ensure that the Charter School in compliance with the law with regard to tracking items and property that are purchased, in whole or in part, with public funds.

(l) Payroll. The Charter School will prepare payroll checks, tax and retirement withholdings, tax statements, and perform other payroll support functions. The President of the Charter School's governing board or his or her designee will establish and oversee a system to prepare time and attendance reports and submit payroll check requests. The Charter School's Business Officer or designee will review payroll statements monthly to ensure that (1) the salaries are consistent with staff contracts and personnel policies and (2) the proper tax, retirement, disability, and other withholdings have been deducted and forwarded to the appropriate authority. All staff expense reimbursements will be on checks separate from payroll checks. Upon hiring of staff, a personnel file will be established with all appropriate payroll-related documentation including a federal I-9 form, tax withholding forms, retirement data and use of sick leave.

(m) Other Fiscal Control Policies. The Charter School shall develop and maintain other fiscal control policies as recommended by independent certified public accountants retained by the Charter School to advise it on fiscal control policy matters. Updated fiscal policies of the Charter School shall be provided to the District annually.

## **10. Reporting to the District.**

### **(a) Enrollment.**

1. Annual enrollment reporting. The Charter School recognizes the need to achieve sufficient enrollment each year so that the Charter School remains fiscally viable.

On an annual basis and no later than January 15 of each year, the Charter School shall provide the District a copy of its estimated maximum enrollment plans and anticipated grade level offerings for the following school year. In addition, the Charter School shall provide documentation showing the number and percentage of its enrollment that resides within the District's boundaries by grade level and the number and percentage of its enrollment that resides outside of the District's boundaries by grade level. Upon the District's request, the Charter School shall provide additional information regarding its enrolled students, including their name, residential address, school district of residence, and telephone number. The Charter School recognizes that this information is critical to District planning for the next year. District agrees not to use student data information for marketing and/or recruiting purposes.

2. Monthly enrollment reporting. No later than the 15th calendar day of every month, the Charter School shall provide the District with a copy of its student enrollment numbers for the prior month, including the name, residential address, residential telephone number, and school district of residence for each newly enrolled students, as well as for each student who has exited or been disenrolled from the Charter School program. In the alternative, the Charter School may provide the District with access to the enrollment attendance data program of the Charter School.

(b) Reporting to Public Agencies. The Charter School shall submit to the District a copy of all reports or other documents that the Charter School is required to submit to any state or other public agency in the State of California. Such reports will be submitted to the District, when submitted to the state or other public agency.

(c) Notification to District Regarding Governing Body Composition. The Charter School shall annually (on or before August 1) send to the District a list of its directors and officers. The District shall be provided with immediate notice of any change in the composition of these directors or officers.

(d) School Calendar and Schedules. The Charter School shall provide by May 31 of each year the school calendar and bell schedule for the following school year, including calculation of instructional minutes. If summer school, extended day or intersession is offered, the Charter School shall provide calendars and bell schedules for such programs.

(e) Cumulative File Information. The District and the Charter School shall promptly forward to each other all cumulative file information, including, but not limited to, information regarding special education and related services, whenever a student transfers from a District school to the Charter School, or vice versa.

(f) Performance Assessments. The Charter School shall forward results from statewide assessments to the District promptly upon receipt by the Charter School, but in no event later than October 1.

(g) Student Records. To the extent necessary to discharge its reasonable supervisory oversight activities, the Charter School hereby designates the employees of the District as having

a legitimate educational interest such that they are entitled upon request access to the Charter School's education records under the Federal Educational Rights and Privacy Act ("FERPA") and related state laws regarding student records. At a minimum, such records include emergency contact information, health and immunization data, attendance summaries, and academic performance data from all statewide student assessments pursuant to Education Code sections 60600, *et seq.* and 60851. The District, Charter School, and their officers and employees shall comply with FERPA and state laws regarding student records at all times.

**11. Special Education and Related Services; English Learners.** The Parties will enter into a Special Education MOU. In addition to the terms thereof, the following terms govern the provision of special education and related services to Charter School students.

(a) Compliance with Applicable Law. All children will have access to the Charter School and no student shall be denied admission due to disability. The Charter School shall be solely responsible for compliance with Section 504 of the Rehabilitation Act of 1973 ("Section 504") (29 U.S.C. § 794 *et seq.*) and the Americans with Disabilities Act of 1990 ("ADA") (42 U.S.C. § 12101 *et seq.*). The Parties further agree to implement and comply with the Individuals with Disabilities Education Act ("IDEA") (20 U.S.C. § 1400 *et seq.*) as specified in the Special Education MOU.

(b) Student Study Team. The Charter School agrees to implement a Student Study Team ("SST") Process, a general education function that develops strategies for students in the general education classroom. The SST shall develop and monitor implementation of Section 504 plans for eligible students as appropriate.

(c) English Learners. In addition to those obligations set forth in section 5 of this Agreement concerning English Learners, the Charter School will annually administer the California English Language Development Test ("CELDT") to all eligible students. The Charter School will be responsible for all components necessary to comply with state and federal testing and reporting of English Learners.

**12. Human Resources Management.**

(a) Charter School Exclusive Employer. All employees of the Charter School are employees of the Non-Profit and shall have no right to employment by the District. The Non-Profit shall have sole responsibility for employment, management, dismissal and discipline of employees of the Charter School.

(b) Compliance with Fingerprinting Requirements. Throughout the term of the Charter and this Agreement, all employees of the Charter School, parent volunteers who will be performing services that are not under the direct supervision of a certificated teacher, and onsite vendors having unsupervised contact with students, will submit to background checks and fingerprinting in accordance with the provisions of Education Code section 45125.1. The Charter School will provide certification to the District that all employees and volunteers or vendors have clear criminal records summaries prior to their having any unsupervised contact with students. The Charter School will maintain on file and have available for inspection, during

District site visits, evidence that the Charter School has performed criminal background checks for all employees and documentation that vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students.

(c) Compliance with Health and Safety Laws. Throughout the term of the Charter and this Agreement, the Charter School and all employees to which each law applies shall comply with the following legal provisions. The Charter School shall maintain a written policy or administrative regulation regarding each legal provision, below, provide the District with a copy of such policy or administrative regulation, and provide the District with a copy if amended.

- (1) Education Code Section 49423 regarding the administration of medication in school;
- (2) Education Code Section 49141 regarding the provision, storage, and administration of epinephrine pens;
- (3) Education Code Section 49406 and Health and Safety Code Sections 121525 – 121555 requiring all employees who work in contact with students to obtain tuberculosis screenings or tests, as specified in law; and
- (4) Penal Code Section 11164, *et seq.* and Education Code Section 44691 regarding employee mandated reporter obligations and training.

(d) STRS/PERS. If the Charter School decides to offer existing or new employees of the Charter School the opportunity to participate in the State Teachers' Retirement System ("STRS") or the Public Employees' Retirement System ("PERS"), the Charter School shall be responsible for entering into a contract with STRS and/or PERS or the District. At the request of the Charter School, the District shall create any reports required by STRS or PERS and may charge the Charter School for the actual costs of such reporting services.

(e) ESSA & Education Code section 47605(1). The Charter School will be responsible for ensuring its staff is compliant with all applicable provisions of the federal Every Student Succeeds Act ("ESSA") and Education Code section 47605(1).

**13. Indemnification.** The Non-Profit shall promptly defend, indemnify, and hold harmless the District, its officers, directors, employees, agents, representatives, volunteers, administrators, successors, and assigns (collectively hereinafter the "Indemnified Parties") from and against any and all alleged or actual breach of any obligation imposed under this Agreement, or any other actual or alleged breach of any duty or obligation owed to the District or any third party, including any Charter School student (including any student placed with a school other than the Charter School, or in any nonpublic, nonsectarian school or in other special services to address special need or disability situations) or employee, by the Non-Profit or its officers, directors, employees, agents, representatives, volunteers, guests, students, administrators or trustees, successors or assigns.

The District shall promptly defend, indemnify, and hold harmless the Non-Profit, its officers, directors, employees, agents, representatives, volunteers, administrators, successors, and assigns (collectively hereinafter the "Charter Indemnified Parties") from and



against any and all alleged or actual breach of any obligation imposed on the District under this Agreement, or any other actual or alleged breach of any duty or obligation owed to the Charter School or any third party, arising from the District's sole or separate negligence.

In the event of a third party claim or potential claim covered by these provisions, the Parties agree to take all steps reasonable or necessary to cooperate in defending and protecting their joint interests, and in expediting all reasonable or necessary efforts to gain coverage for the Parties under any liability policy or indemnity agreement issued in favor of the Non-Profit and/or District, including indemnity rights or agreements existing in contracts between the Non-Profit and/or District and any third party (such as contract with a supplier of goods or services), and further including efforts to reduce defense costs (through joint representation whenever possible), expenses and potential liability exposures.

**14. Insurance and Risk Management.** The Non-Profit shall, for itself and the Charter School, and at its sole cost and expense, purchase and maintain during the entirety of this Agreement, insurance or indemnity protection as follows, as well as any additional insurance as may be required by law:

(a) Liability Insurance. Occurrence-based liability indemnity protection, having a combined limit of liability of no less than five million dollars (\$5,000,000) per claim and in the aggregate, and a per occurrence deductible of no greater than five thousand dollars (\$5,000), whether purchased in the form of a single policy/agreement or by way of multiple policies/agreements, including excess or umbrella policies or agreements, that extends coverage for, among other things, educators' legal liability, property damage liability, employment practices liability, automobile (owned, non-owned, and hired) liability, personal injury and advertising injury liability, directors and officers, and errors and omissions liability, with such coverage extended to the Charter School, its governing board, its officers, agents, employees, and volunteers. To the fullest extent allowed by law, and in keeping with the Non-Profit's indemnity obligations described above, the Indemnified Parties shall be included as "additional insureds" or "additional covered parties" under each of the Non-Profit's liability policies or agreements, with such coverage evidenced by duly issued "additional insured" or "additional covered party" endorsement(s) and/or duly issued certificate(s) of insurance, which must affirmatively state that the required coverage shall not be reduced or prematurely terminated or cancelled absent 30-days notice to District.

(b) Workers' Compensation. In accordance with the California Labor Code, the Non-Profit shall purchase and maintain workers' compensation and employers liability insurance or indemnity protection adequate to protect the Charter School from claims under California's Workers' Compensation Act, with a limit of liability no less than \$500,000, and that extends coverage and protection to Charter School employees and volunteers. Evidence of such coverage shall be provided in the form of a duly issued certificate of insurance which must affirmatively state that the required coverage shall not be reduced or prematurely terminated or cancelled absent 30-days notice to District.

(c) Property Insurance. The District will maintain insurance for facilities, consistent with the Facilities Use Agreement. This includes property damage coverage sufficient to replace, at current market value and in compliance with any enhanced building

codes or disability access ordinances, regulations or laws, all personal property, fixtures, and property owned or under the care, custody, or control of the Charter School. Evidence of such coverage shall be provided in the form of a duly issued certificate of insurance or coverage which must affirmatively state that the required coverage shall not be reduced or prematurely terminated or cancelled absent 30-days notice to District.

(d) **Bond.** Fidelity and crime coverage extending to wrongful acts with respect to money or property owned by or under the care, custody or control of any Charter School employee, volunteer, agent or representative. Evidence of such coverage shall be provided in the form of a duly issued certificate of insurance or coverage which must affirmatively state that the required coverage shall not be reduced or prematurely terminated or cancelled absent 30-days notice to District.

**15. Compliance with Law Applicable to Public Agencies.** The Charter School agrees to comply at all times with laws which generally apply to public agencies and to comply with federal or state laws (which may be amended from time to time), including but not limited to the following:

- The Ralph M. Brown Act (“Brown Act”) (Cal. Gov. Code, § 54950 *et seq.*);
- The California Public Records Act (Cal. Gov. Code, § 6250 *et seq.*);
- State conflict of interest laws applicable to charter schools operated by nonprofit corporations, including but not limited to the Political Reform Act (Gov. Code, § 87100 *et seq.*);
- The Child Abuse and Neglect Reporting Act (Cal. Penal Code, § 11164 *et seq.*);
- The Individuals with Disabilities Education Rights Act (“IDEA”) (20 U.S.C. § 1400 *et seq.*);
- The Americans with Disabilities Act (“ADA”) (42 U.S.C. § 12101 *et seq.*);
- The U.S. Civil Rights Acts, including Title VII of the 1964 Civil Rights Act;
- The California Fair Employment and Housing Act (“FEHA”) (Cal. Gov. Code, § 12900 *et seq.*);
- The Age Discrimination in Employment Act (“ADEA”) (29 U.S.C. § 621 *et seq.*);
- Section 504 of the Rehabilitation Act of 1973 (“Section 504”) (29 U.S.C. § 794 *et seq.*);
- Education Code sections 220 *et seq.*;
- The Uniform Complaint Procedure (5 Cal. Code Regs., tit. 5, § 4600 *et seq.*);
- The Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g *et seq.*);
- Local Control Funding Formula (Cal. Ed. Code, § 42238, *et seq.*); and
- All applicable state and federal laws and regulations concerning the improvement of student achievement, including but not limited to any applicable provisions of the Elementary and Secondary Education Act of 1965 (20 U.S.C. § 6301 *et seq.*) as amended by the Every Student Succeeds Act of 2015 (“ESSA”) (20 U.S.C. § 6301 *et seq.*).

(a) **Brown Act and Governing Board Meetings.** During the term of the Charter, the Charter School agrees to comply with key terms of the Brown Act and shall conduct the

meetings of its governing board in accordance with the Brown Act, including making public the agendas of such meetings in advance, as required by the Brown Act. Prior to opening, the Charter School will provide verification by letter to the District that all members of the Governing Board, administrative staff, and any other staff deemed appropriate by the Charter School have participated in Brown Act training. The governing board of the Charter School shall conduct public meetings at such intervals as are necessary to ensure that the board is providing sufficient direction to the Charter School through implementation of effective policies and procedures. The District reserves the right to appoint a representative to the Charter School's governing board in accordance with the provisions of Education Code section 47604. The Charter School agrees to provide to the District's representative on the governing board a complete board packet of information being submitted to the board before each meeting, in sufficient time for review. Governing board adopted policies, meeting agendas and minutes shall be maintained and shall be available for public inspection and to the District during site visits (or upon request).

(b) Public Records Act. The Charter School agrees that all of its records that relate in any way to the operation of the Charter School shall be treated as public records subject to the requirements of the Public Records Act (Cal. Gov. Code, § 6250 *et seq.*) as well as Education Code section 47604.3.

**16. Participation in Special Programs and Services; Transportation.**

(a) Sports and Other Activities; Student Insurance. In the event that the Charter School wishes to have its students or staff participate in a program or service offered by the District other than those specified by this Agreement, advance approval and arrangements must be made and confirmed in writing, and expenses for such participation may be charged to the Charter School. The District has sole discretion whether to allow the Charter School to participate in such District programs or services, including California Interscholastic Federation ("CIF") activities. Charter School participation in CIF activities and sports are subject to the rules and regulations of CIF. Charter School students may participate at their own expense in student insurance coverage programs offered by the District.

(b) Transportation. Unless otherwise agreed with the District, the Charter School shall be responsible for any transportation offered to students who enroll in the Charter School.

**17. Amendments to Charter.** Changes to the Charter deemed to be material amendments may not be made without District consideration and approval. Amendments to the Charter considered to be material changes include, but are not limited to, the following:

- (a) Substantial changes to the educational program (including the addition or deletion of an educational program), mission, or vision;
- (b) Changing to (or adding) a non-classroom-based program, if originally approved as a classroom-based program;
- (c) Proposed changes in enrollment that differ by more than 10 percent +/- of the enrollment originally projected in the charter petition;
- (d) Addition or deletion of grades or grade levels to be served;

- (e) The addition of facilities and/or new sites not previously approved by the District
- (f) Admission preferences;
- (g) Governance structure; and
- (h) Name changes of the Charter School.

**18. Amendments to Agreement.** Any modification of this Agreement must be in writing and executed by duly authorized representatives of both Parties specifically indicating the intent of the Parties to modify this Agreement. No such modification or amendment shall be effective absent approval or ratification by the governing boards of both Parties.

In the event of changes in laws, the District and the Charter School agree to negotiate modifications to this Agreement as required by applicable law.

**19. Dispute Resolution.** Any and all disputes arising out of the interpretation or performance of this Agreement shall be subject to the following procedure until a resolution is reached. Once the Parties have exhausted the procedures stated in (a)-(c), below, each may pursue a remedy as entitled to them by law. Notwithstanding the foregoing, if any such dispute concerns facts or circumstances that may be cause for revocation of the Charter, the District shall not be obligated by the terms of this section as a precondition to revocation.

(a) The disputing party shall provide written notice of the dispute to the other party. Thereafter, the Charter School's designee shall meet with the District's Superintendent or designee within thirty (30) days to attempt informal resolution of the dispute.

(b) In the event this informal meeting fails to resolve the dispute, both Parties or their designees, within sixty (60) days counting from the initial informal meeting date, shall identify two governing board members from their respective boards who shall jointly meet with the Charter School's designee and the District's Superintendent or designee and attempt to resolve the dispute.

(c) If this joint meeting fails to resolve the dispute, the District and the Charter School shall enter into non-binding mediation before a mutually agreed upon mediator, with the costs of the non-binding mediation to be split evenly between the Parties. The format of the mediation shall be developed jointly by the District and the Charter School, and shall incorporate informal rules of evidence and procedure, unless both Parties agree otherwise. Notwithstanding the foregoing, the findings or recommendations of the mediator shall be non-binding, unless the governing boards of the Non-Profit and the District jointly agree to bind themselves.

Exercise of any dispute mechanism authorized by this Agreement shall not, in and of itself, constitute a material violation of the charter or otherwise be grounds for revocation.

**20. Severability.** If any provision or any part of this Agreement is for any reason held to be invalid or unenforceable or contrary to law, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

21. **Venue.** The Parties agree that any legal action to enforce the terms of this Agreement shall be brought in the appropriate court in Sacramento County, California.

22. **Governing Law and Authority.** In the event of a conflict between the law and terms of this Agreement, the law shall prevail, and any such conflicting terms shall be severed from this Agreement and nullified. To the extent that this Agreement is inconsistent with any of the terms of the Charter, the terms of this Agreement shall supersede the terms of the Charter. The Parties further agree to jointly make any modification of this Agreement or the Charter needed to effectuate changes in state or federal laws following the execution of this Agreement.

23. **Notices.** All notices, requests, and other communications under this Agreement shall be in writing and submitted in writing to the addresses set forth below. Notice shall be deemed given on the second day following the mailing of notice by certified mail.

To the District at: Sacramento City Unified School District  
Attn: Charter Oversight Coordinator  
5735 47th Avenue  
Sacramento, CA 95824  
Facsimile: (916) 399 - 2058

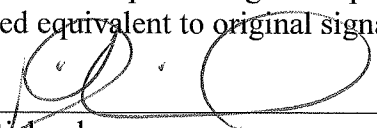
To the Non-Profit and Charter School at: Growth Public Schools  
Attn: David Richards  
333 University Ave, Suite 200  
Sacramento, CA 95825  
Facsimile: TBD

24. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the matters covered hereby, and supersedes any oral or written understandings or agreements between the Parties with respect to the subject matter of this Agreement.

25. **Conflicts.** If any provision of this Agreement is inconsistent with the charter, the terms of the Agreement shall prevail.

26. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original. Facsimile or scanned emailed copies of signature pages transmitted to other Parties to this Agreement shall be deemed equivalent to original signatures on counterparts.

Dated: 10/19/16

  
\_\_\_\_\_  
David Richards  
Founder/CEO  
Growth Public Schools, Inc.

Dated: \_\_\_\_\_

\_\_\_\_\_  
José L. Banda  
Superintendent  
Sacramento City Unified School District

**Appendix A**  
**Growth Public Schools**  
**Annual Performance Report for 2016-2017 School Year**

**Sacramento City Unified School District**  
**Annual Performance Report: Submission Year 2016-2017 for Audit Year 2015-2016**

<b>Charter School Name:</b>	
<b>Location Address/es:</b>	
<b>Contact/s and Position/s:</b>	
<b>Telephone:</b>	<b>Email:</b>
<b>Grades Served:</b>	<b>Number of Instructional Days:</b>
<b>Charter Term:</b>	<b>Audit Year: 2015-2016</b>
<b>APR Submission Date:</b>	
<b>Instructions:</b>	
<ul style="list-style-type: none"> <li>- Please enter directly into this form and submit it.</li> <li>- Please include a table of contents for the appendices along with the appendices in hardcopy and put it in the back of the report.</li> <li>- Please submit (1) hardcopy with appendices, (1) electronic Word with appendices, and (1) PDF with appendices no later than October 1, 2016 to <a href="mailto:jack-kraemer@scusd.edu">jack-kraemer@scusd.edu</a>.</li> </ul>	
<b>Mission:</b>	
Up to 3 bullets about what makes your program unique:	
Compliant with Statement of Assurances ( Yes or No )	

Annual Performance Reports											Element #	
1. Describe Charter School's target student population, specific educational needs, interests, backgrounds, and challenges. (CBEDS screen shot)											<b>1</b>	
	Grade _ # / %	Grade _ # / %	Grade _ # / %	Grade _ # / %	Grade _ # / %	Grade _ # / %	Grade _ # / %	Grade _ # / %	Grade _ # / %	Grade _ # / %		Totals
Total Enrollment	/	/	/	/	/	/	/	/	/	/		/
In District	/	/	/	/	/	/	/	/	/	/		/
Out of District	/	/	/	/	/	/	/	/	/	/		/
EL	/	/	/	/	/	/	/	/	/	/		/
SPED	/	/	/	/	/	/	/	/	/	/		/
FRPL	/	/	/	/	/	/	/	/	/	/		/
Foster	/	/	/	/	/	/	/	/	/	/		/
Sub-group:	/	/	/	/	/	/	/	/	/	/		/
Sub-group:	/	/	/	/	/	/	/	/	/	/		/
Sub-group:	/	/	/	/	/	/	/	/	/	/		/
Sub-group:	/	/	/	/	/	/	/	/	/	/	/	
Comments for 2015-16 school year (Comments for the future: TBD) regarding specific education needs, interests, backgrounds, and challenges (Up to 100 words):												
2. Did your governing board adopt an LCAP revision on time? Y/N (Board adoption date: ) Did you send your LCAP to the county on time? Y/N (* Please include 2015-16 LCAP in appendix.)											<b>1</b>	

**Sacramento City Unified School District**  
**Annual Performance Report: Submission Year 2016-2017 for Audit Year 2015-2016**

3. Provide summary data showing student progress toward the goals and outcomes specified in the charter from assessment instruments and techniques listed in the charter or otherwise required by the District (charter specific, from Element 2)	2																																																								
4. Provide Charter School's Academic Performance Index growth target for the three most recent years, if applicable. (one year lag)	2																																																								
5. (High School only) School data regarding A-G requirements for most recent year available.	2																																																								
6. (High School only) School data regarding graduation (from CDE for most recent year available) and WASC accreditation. Four-year cohort graduation rate (overall and for all subgroups reported by the state) Is your school currently accredited by WASC? Y/N (attach accreditation letter in Appendix)	2																																																								
7. Provide an analysis of whether student performance is meeting the goals specified in the charter. The results and data for the three most recent years will be displayed on a school-wide basis and also disaggregated by subgroups and shall include analysis based on applicable CAASPP and CAHSEE programs of the State of California.	3																																																								
8. Provide analysis of CELDT and redesignation results and data for the three most recent years	3																																																								
9. Provide a copy of the Charter School's governing board roster, Board meeting dates held, and identify how the public can access agendas, and minutes.	4																																																								
10. Provide data on the level of parent involvement in the school's governance (and other aspects of the school, if applicable)	4																																																								
11. Provide data regarding the number of staff working at the school and their qualifications.(From CBEDs)	5																																																								
12. Provide a bullet point summary of any major changes and/or additions to the charter school's policies during the year.	6																																																								
13. Provide information demonstrating whether the Charter School implemented the means stated in the charter to achieve a racially and ethnically balanced student population.	7																																																								
14. Provide an overview of the Charter School's admissions practices during the year and the overall number of students on the school's waiting lists on the first day of school of the audit year	8																																																								
15. Provide the charter school's unaudited actuals for the audit year 2015-16 (in Appendix)	9																																																								
16. Complete the table on student discipline from the Charter School. - Charter school's reported suspension number and rate for audit year (match what is given to CDE) - How many expulsions and rate for audit year	10																																																								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Subgroup 1: (List here)</th> <th style="text-align: left;">Subgroup 2: (List here)</th> <th style="text-align: left;">Subgroup 3: (List here)</th> <th style="text-align: left;">Subgroup 4: (List here)</th> <th style="text-align: left;">Subgroup 5: (List here)</th> <th style="text-align: left;">All Others:</th> <th style="text-align: left;">Total Students:</th> </tr> </thead> <tbody> <tr> <td><u># Suspended</u></td> <td><u># Suspended</u></td> <td><u># Suspended</u></td> <td><u># Suspended</u></td> <td><u># Suspended</u></td> <td><u># Suspended</u></td> <td><u># Suspended</u></td> </tr> <tr> <td>Above # divided by Subgroup 1 total enrollment</td> <td>Above # divided by Subgroup 2 total enrollment</td> <td>Above # divided by Subgroup 3 total enrollment</td> <td>Above # divided by Subgroup 4 total enrollment</td> <td>Above # divided by Subgroup 5 total enrollment</td> <td>Above # divided by All Others total enrollment</td> <td>Above # divided by Total Students enrollment</td> </tr> <tr> <td><u>% Suspended</u></td> <td><u>% Suspended</u></td> <td><u>% Suspended</u></td> <td><u>% Suspended</u></td> <td><u>% Suspended</u></td> <td><u>% Suspended</u></td> <td><u>% Suspended</u></td> </tr> <tr> <td><u># Expelled</u></td> <td><u># Expelled</u></td> <td><u># Expelled</u></td> <td><u># Expelled</u></td> <td><u># Expelled</u></td> <td><u># Expelled</u></td> <td><u># Expelled</u></td> </tr> <tr> <td>Above # divided by Subgroup 1 total enrollment</td> <td>Above # divided by Subgroup 2 total enrollment</td> <td>Above # divided by Subgroup 3 total enrollment</td> <td>Above # divided by Subgroup 4 total enrollment</td> <td>Above # divided by Subgroup 5 total enrollment</td> <td>Above # divided by All Others total enrollment</td> <td>Above # divided by Total Students enrollment</td> </tr> <tr> <td><u>% Expelled</u></td> <td><u>% Expelled</u></td> <td><u>% Expelled</u></td> <td><u>% Expelled</u></td> <td><u>% Expelled</u></td> <td><u>% Expelled</u></td> <td><u>% Expelled</u></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>Home District/s Notified: Y or N</td> </tr> </tbody> </table> <p>Comments:</p>		Subgroup 1: (List here)	Subgroup 2: (List here)	Subgroup 3: (List here)	Subgroup 4: (List here)	Subgroup 5: (List here)	All Others:	Total Students:	<u># Suspended</u>	<u># Suspended</u>	<u># Suspended</u>	<u># Suspended</u>	<u># Suspended</u>	<u># Suspended</u>	<u># Suspended</u>	Above # divided by Subgroup 1 total enrollment	Above # divided by Subgroup 2 total enrollment	Above # divided by Subgroup 3 total enrollment	Above # divided by Subgroup 4 total enrollment	Above # divided by Subgroup 5 total enrollment	Above # divided by All Others total enrollment	Above # divided by Total Students enrollment	<u>% Suspended</u>	<u>% Suspended</u>	<u>% Suspended</u>	<u>% Suspended</u>	<u>% Suspended</u>	<u>% Suspended</u>	<u>% Suspended</u>	<u># Expelled</u>	<u># Expelled</u>	<u># Expelled</u>	<u># Expelled</u>	<u># Expelled</u>	<u># Expelled</u>	<u># Expelled</u>	Above # divided by Subgroup 1 total enrollment	Above # divided by Subgroup 2 total enrollment	Above # divided by Subgroup 3 total enrollment	Above # divided by Subgroup 4 total enrollment	Above # divided by Subgroup 5 total enrollment	Above # divided by All Others total enrollment	Above # divided by Total Students enrollment	<u>% Expelled</u>	<u>% Expelled</u>	<u>% Expelled</u>	<u>% Expelled</u>	<u>% Expelled</u>	<u>% Expelled</u>	<u>% Expelled</u>							Home District/s Notified: Y or N
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						Home District/s Notified: Y or N																																																			
17. Provide analysis of the effectiveness of the school's internal and external dispute mechanisms and data on the number and resolution of formal disputes and complaints. - Template sentence: During the (audit year) school year, (charter school name) had X complaints filed through the school's uniform complaint procedure and Y complaints were resolved.	14																																																								

**Appendix B**  
Growth Public Schools  
Corrective Action Plan for 2016-2017 School Year

**I. Recitals**

- A. This corrective action plan is an appendix to the operational memorandum of understanding (MOU) between the Growth Public Schools, Inc., as operators of Growth Public Schools (Charter School), and the Sacramento City Unified School District (District.)
- B. On May 16, 2016, the District received a charter petition from Growth Public Schools, Inc. The District's Board of Trustees approved the Charter Schools' petition on September 1, 2016, contingent upon the terms and conditions to be agreed upon on in the MOU.
- C. This corrective action plan identifies areas that District staff identified during their review of the petition and establishes corrective steps that the District and the Charter School agree to remedy.
- D. Growth Public Schools, Inc., Charter School, and the District shall annually review the progress made towards achieving the terms of this corrective action plan.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements set forth herein and in the MOU, the Charter School agrees to the following terms and conditions:

English Learner Program. The educational program for English Learner students was found to be unlikely to be successfully implemented because it includes an excess of programs, including:

- Rethinking English Language Instruction: An Architectural Approach;
- Specially Designed Academic Instruction in English (SDAIE),
- Sheltered Instruction Observation Protocol, (SIOP)
- Guided Language Acquisition Design (GLAD)
- Results: Academic Language and Literacy Instruction (RALLI)
- Marzano's Approach to explicit vocabulary instruction
- Systematic ELD:

In order to ensure success, the charter school should create a clear plan for which program will be used, in what grade levels, and during which subjects and/or part of the instructional day. Growth Public Schools should also create a clear professional development plan, since at least four of these programs require multi-day professional development for classroom teachers. Finally, it should ensure that the CA ELD Standards are the foundation for any professional learning on ELD that the school pursues.



2. Racial and Ethnic Balance. The proposed enrollment of certain racial and ethnic subgroups at the Charter School is disproportionate to the population residing within the District's boundaries. Based on the data provided in Growth Public Schools' charter petition, which reflects the City of Sacramento's demographics, the District determined the proposed enrollment of Hispanic pupils is disproportionately low when compared to the District's general population. To address these concerns:

- In addition to the steps for recruitment of diverse pupils identified in its charter petition, Charter School shall develop a detailed recruitment and admissions plan to increase the racial and ethnic balance of the Charter School; and
- Charter School shall provide the District with annual updates of its progress in attaining greater racial and ethnic diversity.

## **Appendix C**

Growth Public Schools  
Letter of Intent for 2016-2017 School Year



**Independent Charter School**  
**Letter of Intent (LOI)**

SCUSD Services and Fees for  
2016-17 School Year

Charter School Name \_\_\_\_\_  
Contact Name and Phone \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

*(This agreement is required for every charter school.)*  
*Please sign and return all pages no later than Friday, July 1, 2016 to:*  
*Business Services*  
*Attn: Erika Zavaleta*  
*5735 47<sup>th</sup> Avenue, Box 800*  
*Sacramento, CA 95824*

*Erika-Zavaleta@scusd.edu/916-643-9055 (tel)*

\*\*\*\*\*

**Service upon mutual agreement of contract terms and capacity to deliver.**

Service	Method of Cost Calculation	2016-17 (Projected)	2016-17 (Actual: TBD – Provided May 2017)
<b>Please place a ✓ check mark next to each service you would like to purchase from the district to provide to your school.</b>			
<b>A. REQUIRED IF NOT PROVIDED BY SCUSD</b>			
<input type="checkbox"/> 1. Special Education Program Encroachment (if not own LEA)	Per Current Enrollment	\$704.64	
<input type="checkbox"/> 2. Special Education Transportation Encroachment (if used)	Per Special Education Student Transported	\$3,146.66	
<input checked="" type="checkbox"/> 3. *Utilities/Telecommunications	Actual Costs		
<input checked="" type="checkbox"/> 4. *Debt Service <b>OR</b>	Per Current Enrollment	\$124.34	
<input checked="" type="checkbox"/> *Facility Use - Pro Rata Share (if using District facility)	Per Square Foot of Facility	\$1.82	
<input checked="" type="checkbox"/> 5. State-Required Reserve for Economic Uncertainties	2% - 4% of Revenues per MOU		
<input checked="" type="checkbox"/> 6. Oversight (if using a District Facility)	1% - 3% of Revenues per MOU	1%	
<input checked="" type="checkbox"/> 7. SPOM or Custodian (if using a District Facility)	Actual Cost		
<input checked="" type="checkbox"/> 8. Security: Covers patrol of Facility only - (Service must be selected unless your site has a contracted security company that has been approved by the District) - (All contracts must be submitted to the District for Approval)	Per Site	\$2,607.13	
<input checked="" type="checkbox"/> 9. Security Monitoring – AstroSonics	Per Panel	\$68.33	



**Independent Charter School**  
**Letter of Intent (LOI)**

SCUSD Services and Fees for  
 2016-17 School Year

Service Please place a ✓ check mark next to each service you would like to purchase from the district to provide to your school.		Method of Cost Calculation	2016-17 (Projected)	2016-17 (Actual: TBD – Provided May 2017)
<b>B.</b>	<b>ADMINISTRATIVE</b>			
	1. Accounting ( <i>Must be on Escape System</i> )	Per Current Enrollment	\$12.25	
	- Student Body (Not to exceed 20 checks/month. There will be a \$2.50 per check fee in excess of 20 checks).	Per Current Enrollment	\$5.25	
	2. Budget – Including Student Attendance ( <i>Must be on Infinite Campus System</i> )	Per Current Enrollment	\$21.32	
	3. Nutrition Services (Service provided if receiving meals sponsored by SCUSD Nutrition Services Department)	Actual Costs		
	4. Human Resources	Per Current Enrollment	\$76.18	
	5. Employee Compensation (Payroll)	Per Current Enrollment	\$19.20	
	6. Risk Management/Employee Benefits	Per Current Enrollment	\$6.38	
	7. Property/Liability Insurance	Per Current Enrollment	\$43.86	
	8. Purchasing/Warehousing ( <i>Must be on Escape System</i> )	Per Current Enrollment	\$31.80	
	- Mail Services (Intradistrict)	Per Current Enrollment	\$4.13	
<b>C.</b>	<b>FACILITIES</b>			
	1. Additional Custodial	Actual Costs		
	- Custodial Supervisor Assistance	Per Hour	\$35.49	
	2. Landscaping	Actual Costs		
	3. Routine Repair and Maintenance	3% of Revenues		
	- Plumbing, HVAC Technician, Electrician, Carpenter	Per Hour	\$43.89	
	- Laborer, Gardener, Machinist, Painter, Glazier	Per Hour	\$32.34	
	4. Planning and Construction			
	- Project Management	Time and Materials		
	- Capital Improvement Request Management	Per Hour	\$62.56	
	- Architect, Engineering, DSA Inspection, Consultation	Market Rate		
	**Services Included in Pro Rata Charge if Using a District Facility			
	5. Safe Schools Coordination	Per Current Enrollment	\$33.15	
<b>D.</b>	<b>FAMILY AND COMMUNITY ENGAGEMENT SERVICES</b>			
	1. Health Services (Nurses)	Actual Cost		
	2. Health Screening (Vision, Hearing, Scoliosis)	Actual Cost		



**Independent Charter School**  
**Letter of Intent (LOI)**

SCUSD Services and Fees for  
 2016-17 School Year

Service		Method of Cost Calculation	2016-17 (Projected)	2016-17 (Actual: TBD - Provided May 2017)
Please place a ✓ check mark next to each service you would like to purchase from the district to provide to your school.				
<b>E.</b>	<b>TECHNOLOGY SERVICES</b>			
	1. Network Infrastructure and Hardware/Support/Training <i>(Does Not Include Items 2-5. You may add on Outlook, Escape, Infinite Campus, or Illuminate, your fees will be increased by the amounts specified in items 2-5 if selected).</i>	Per Current Enrollment	\$66.13	
	2. Outlook (select to add on)	Per Current Enrollment	.56	
	3. Escape or Workday On-line (select to add on)	Per Current Enrollment	\$6.72	
	4. Infinite Campus (Software/Scan) (select to add on)	Per Current Enrollment	\$12.51	
	5. Illuminate	Per Current Enrollment	TBD	
<b>F.</b>	<b>INSTRUCTIONAL SUPPORT</b>			
	1. Staff/Professional Development	Per Current Enrollment	\$1.49	
	- Elec. notification/registration, Recordkeeping of 18 hrs.	Per Teacher	\$21.00	
	2. State and Federal Programs (On-site Technical Assist)	Per Hour	\$61.95	
	3. Multilingual (Resource Teacher/EL Meetings)	Per Yr., Plus Costs, Per Attendee	\$105.00	
	- Professional Development for Large and Small Groups	Time and Materials	Call for pricing	
	- On-site Technical Assistance	Per Hour	\$53.55	
	- Compliance Support	Per Hour	\$53.55	
	4. Grant Development	Per Current Enrollment	\$2.58	
	5. Standards and Curriculum	Per Current Enrollment	\$21.00	
	6. Library/Textbook Services			
	- Destiny (Library Software) (One-time initial cost)	Mid/High School (Flat Fee)	\$7,350.00	
	- Destiny (On-going support after first initial year)	Per Site	\$1,199.77	
	- Library/Textbook Svs. (includes ordering textbooks)	Per Student Enrollment	\$7.40	
	7. Assessment, Research and Evaluation	Per Current Enrollment	\$15.15	
	8. Student Svs./Hearing Office/Child Welfare & Attendance	Per Current Enrollment	\$16.23	
<b>G.</b>	<b>LEGAL SERVICES FROM SCUSD</b>	Per Hour	\$220.50- \$262.50	
<b>H.</b>	<b>EMPLOYEE RELATIONS</b>			
	1. Negotiations	Per Hour	\$52.00 - 85.00	
	2. CBA Advisory for Certificated and Classified	Per Hour	\$33.23	
<b>I.</b>	<b>OFFICE OF THE SUPERINTENDENT</b>			
	1. Communications	Per Hour	\$75.00	

**SPECIAL EDUCATION MEMORANDUM OF UNDERSTANDING  
BETWEEN SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
AND  
GROWTH PUBLIC SCHOOLS**

This Memorandum of Understanding (“Agreement”) is entered into as of November 3, 2016 (“Effective Date”), by and between the Board of Trustees of the Sacramento City Unified School District (“District”) and Growth Public Schools, Inc. (“Non-Profit”), a California non-profit public benefit corporation, operating Growth Public Schools (“Charter School”), a public charter school chartered by the District. This Agreement will set forth the responsibilities of the Parties with respect to the delivery and financing of special education services to children enrolled in the Charter School. The Charter School and the District are collectively referred to as the “Parties.”

**I. RECITALS**

- A. The District is the granting agency of the Charter School. The District granted the Charter School’s charter on September 1, 2016 for a term of five years, beginning on July 1, 2017 and expiring June 30, 2022.
- B. The Charter School is a school operated by Non-Profit, a non-profit public benefit corporation. All obligations imposed hereby on the Charter School are equally imposed on Non-Profit.
- C. This Agreement has the purpose of clarifying the roles and responsibilities of the Parties with regard to students who are enrolled and attend the Charter School and are or may be eligible for special education and related services under the Individuals with Disabilities Education Act (“IDEA”) (20 U.S.C. § 1400 *et seq.*).

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein set forth, the Charter School and the District do hereby agree as follows:

**II. USE OF TERMS**

The Parties agree that unless otherwise stated herein, for the purposes of this Agreement, the terms “Charter School” and “Non-Profit” may be used interchangeably, with the duties and responsibilities of the Charter School and Non-Profit being the same under this Agreement.

**III. PROVISION OF SPECIAL EDUCATION AND RELATED SERVICES**

- A. It is the intent of the Parties that the Charter School shall be its own local educational agency (“LEA”), pursuant to California Education Code section 47641, subdivision (a). The Charter School will obtain membership as an independent LEA in the El Dorado County Office of Education (“SELPA”) by January 31, 2017. The Charter School will thereafter provide the District with

verifiable written assurances that they have been accepted to participate as an LEA in the SELPA by February 15, 2017.

- B. The Charter School will serve as its own LEA for the purposes of special education, and as such, the Charter School is solely responsible, at its own expense, for insuring that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in conformity with their individualized education programs and in compliance with the IDEA (20 U.S.C. § 1400 *et seq.*), its implementing regulations and all applicable state and federal law. (34 C.F.R. § 300.209(c); Ed. Code, § 47646(a).)

#### **IV. TERM**

The term of this Agreement shall be from the Effective Date to June 30, 2022. This Agreement may be amended by mutual written agreement of the Parties at any time. This Agreement is subject to termination during the term as permitted by law.

#### **V. SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT**

The Parties agree that this Agreement is intended to address the responsibilities of the Parties with respect to the provision and financing of special education services under the IDEA and does not cover services or accommodations required under Section 504 of the Rehabilitation Act of 1973 ("Section 504") (29 U.S.C. § 794 *et seq.*), or under the Americans with Disabilities Act of 1990 ("ADA") (42 U.S.C. § 12101 *et seq.*). The Charter School shall be solely responsible, at its own expense, for compliance with Section 504 and the ADA.

#### **VI. INDEMNIFICATION, INSURANCE AND RISK MANAGEMENT**

- A. The Non-Profit shall comply with the terms set forth in paragraph 13 of the Operational Memorandum of Understanding between Sacramento City Unified School District and the Non-profit dated November 3, 2016, which terms are incorporated as if fully set forth herein.
- B. The Non-Profit shall, for itself and the Charter School, comply with the terms set forth in paragraph 14 of the Operational MOU, which terms are incorporated as if fully set forth herein.

#### **VII. MISCELLANEOUS PROVISIONS**

- A. **Venue.** The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the Parties shall be governed by the laws of the state of California, and venue shall lie only in Sacramento County Superior Court.
- B. **Modifications.** No modifications, amendments, changes, or variations or any

kind to this Agreement are authorized without written consent, evidenced by execution of an amendment by an authorized representative of each Party.

- C. **Interpretation.** The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all Parties shall be treated as equally responsible for such ambiguity.
- D. **Integrated Agreement.** This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms. Each of the Parties acknowledges that no one has made any promise, representation or warranty whatsoever, express or implied, written or oral, not contained herein to induce them to execute this Agreement, and that this Agreement is not executed in reliance upon any such promise, representation or warranty.
- E. **Non-Assignability.** This Agreement may not be assigned by the Parties.
- F. **Binding Effect.** This Agreement is binding upon the successors and assigns of the Parties, subject to the non-assignability restrictions set forth in subsection E above.
- G. **Survival of Covenants.** Notwithstanding termination of the Agreement, the indemnification provisions shall survive and be fully enforceable notwithstanding the termination date of the Agreement.
- H. **Notices.** All notices required by this Agreement may be sent by United States mail; postage pre-paid, to the Parties as follows:

To the District at:

Sacramento City Unified School District  
Attn: Charter Oversight Coordinator  
5735 47th Avenue  
Sacramento, CA 95824  
Facsimile: (916) 399 - 2058


To Non-Profit and Charter School at:

Growth Public Schools  
Attn: David Richards  
333 University Ave, Suite 200  
Sacramento, CA 95825  
Facsimile: TBD

Any notices required by this Agreement sent by facsimile transmission or electronic mail to the facsimile and electronic mail addresses above shall be considered received on the business day they are sent, provided they are sent during the receiving Party's business hours and provided receipt is confirmed by telephone, facsimile, or electronic mail, and further provided the original is promptly placed into the United States mail, postage pre-paid, and addressed as indicated above.

- I. **Warranty.** Each person below warrants and guarantees that s/he is legally authorized to execute this Agreement on behalf of the designated entity and that such execution shall bind the designated entity to the terms of this Agreement.
- J. **Counterparts.** This Agreement may be signed in counterpart such that the signatures may appear on separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures.
- K. **Ratification.** This Agreement shall not be effective until this Agreement has been ratified or approved by the governing boards of each of the Parties

Dated: 10/19/16

  
\_\_\_\_\_  
David Richards  
Founder/CEO

Dated: \_\_\_\_\_

\_\_\_\_\_  
José L. Banda  
Superintendent  
Sacramento City Unified School District



**AMENDMENT TO OPERATIONAL MEMORANDUM OF UNDERSTANDING**

This Amendment No. 1 ("Amendment") is entered into by and between Sacramento Unified School District ("District") and Growth Public Schools ("Charter School") on November 3, 2016 ("Effective Date")

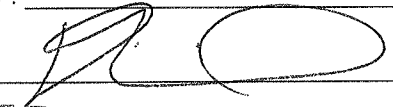
**WHEREAS**, the District and the Charter School entered into an Agreement titled Operational Memorandum of Understanding for the term July 1, 2017 to June 30, 2022 ("MOU") on November 3, 2016.

**WHEREAS**, the District and the Charter School desire to modify the MOU.

**NOW THEREFORE**, for good and valuable consideration, the Parties agree as follows:

1. Section 9e "Voter Approved Measures" of the MOU shall be rendered null and void from the MOU.
2. This Amendment shall not alter or affect in any way any other portion of the MOU. All other terms of said MOU remain in full force and effect.
3. This Amendment shall become effective upon the signatures of both parties and SCUSD Board approval.

**IN WITNESS WHEREOF**, parties execute this Amendment on the dates set forth below.

Printed Name : David Richards  
Signature:   
Title: CEO

Dated: 10/21/16

\_\_\_\_\_

Dated: \_\_\_\_\_

José L. Banda  
Superintendent  
Sacramento City Unified School District



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 8.1e

**Meeting Date:** November 3, 2016

**Subject:** Approve Resolution No. 2911: Resolution Regarding Board Stipends

- 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 Resolution No. 2911: Resolution Regarding Board Stipends.

**Background/Rationale:** Education Code section 35120 fails to define hardship which has led to uncertainty regarding payment of stipends for Board members who may be deserving of payment due to absence resulting from hardship or other duties such as jury duty or performing duties or services for the District at the time of a Board meeting. All stipend payments will be based on an attendance sign-in sheet as well as any Board resolution(s) excusing absences in compliance with law. A Board member who is absent from a meeting may be eligible for payment by reporting the excused absence to the Board Office. A Board resolution will be periodically placed, as needed, on the Board agenda to state that the reason for the absence complies with Education Code section 35120 and shall be reflected in the minutes.

**Financial Considerations:** N/A

**LCAP Goal(s):** Family and Community Empowerment

**Documents Attached:**

1. Resolution No. 2911: Resolution Regarding Board Stipends.

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

**Submitted by:** Christina Pritchett, Board President

**Approved by:** José L. Banda, Superintendent

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

**RESOLUTION NO. 2911**

**RESOLUTION REGARDING BOARD STIPENDS**

**WHEREAS**, Education Code section 35120 and Board Bylaw 9250 of the Sacramento City Unified School District (“District”) authorize Board members to be paid stipends for meetings they were unable to attend due to illness, hardship or other duties such as jury duty or performing duties or services for the District at the time of a Board meeting; and

**WHEREAS**, the Board finds that the Board members may be paid, or retain, stipends for meetings they were unable to attend as stated in Attachment A.

**NOW, THEREFORE, BE IT RESOLVED** by the Sacramento City Unified School District Board of Education which finds and determines as follows:

1. Adopts the foregoing recitals as true and correct;
2. Authorizes stipends for meetings the Board members were unable to attend pursuant to Attachment A; and
3. Incorporates herein by reference Attachment A.

**PASSED AND ADOPTED** by the Sacramento City Unified School District Board of Education on this 3<sup>rd</sup> day of November, 2016, by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

---

Christina Pritchett  
President of the Board of Education

ATTESTED TO:

---

José Banda  
Secretary of the Board of Education

**ATTACHMENT A**

**RESOLUTION NO. 2911**

1. Absence Due to Performing Services and Duties for the District. Stipends are authorized to the following Board members due to attendance at conferences for the District:
  - a. Board member Christina Pritchett for the meeting date of October 20, 2016.
  - b. Board member Darrel Woo for the meeting date of October 20, 2016.



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 8.1f

**Meeting Date:** November 3, 2016

**Subject:** Approve Minutes of the October 6, 2016, Board of Education Meeting

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

**Division:** Superintendent's Office

**Recommendation:** Approve Minutes of the October 6, 2016, Board of Education Meeting.

**Background/Rationale:** None

**Financial Considerations:** None

**LCAP Goal(s):** Family and Community Empowerment

**Documents Attached:**

1. Minutes of the October 6, 2016, Board of Education Regular Meeting

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

**Submitted by:** José L. Banda, Superintendent

**Approved by:** N/A



Putting  
Children  
First

# Sacramento City Unified School District BOARD OF EDUCATION MEETING AND WORKSHOP

## Board of Education Members

Christina Pritchett, President, (Trustee Area 3)  
Jay Hansen, Vice President, (Trustee Area 1)  
Jessie Ryan, Second Vice President, (Trustee Area 7)  
Ellen Cochrane, (Trustee Area 2)  
Gustavo Arroyo, (Trustee Area 4)  
Diana Rodriguez, (Trustee Area 5)  
Darrel Woo, (Trustee Area 6)  
Natalie Rosas, Student Member

Thursday, October 6, 2016

4:30 p.m. Closed Session

6:30 p.m. Open Session

Serna Center

Community Conference Rooms

5735 47<sup>th</sup> Avenue

Sacramento, CA 95824

## **MINUTES**

2016/17-5

### **1.0 OPEN SESSION / CALL TO ORDER / ROLL CALL**

The meeting was called to order at 4:32 p.m. by President Pritchett, and roll was taken.

#### *Members Present:*

President Christina Pritchett  
Second Vice President Jessie Ryan  
Ellen Cochrane  
Darrel Woo

#### *Members Absent:*

Vice President Hansen (arrived at 4:40 p.m.)  
Diana Rodriguez (arrived at 4:50 p.m.)  
Gustavo Arroyo (arrived at 4:40 p.m. and stayed for Closed Session only)

A quorum was reached.

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

None

### **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) *Existing litigation pursuant to subdivision (a) of Government Code section 54956.9 (OAH Case No. 2016050264)*
  - b) *Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9*
  - c) *Initiation of litigation pursuant to subdivision (d)(4) of Government Code section 54956.9*
- 3.2 *Government Code 54957.6 (a) and (b) Negotiations/Collective Bargaining CSA, SCTA, SEIU, Teamsters, UPE, Unrepresented Management*
- 3.3 *Government Code 54957 – Public Employee Discipline/Dismissal/Release/Reassignment*
- 3.4 *Government Code 54956.8 – Conference with Real Property Negotiators:*  
*Property: APN 002-0010-049, 002-0010-052, 002-0010-056, 002-0010-063*  
*Agency Negotiator: José L. Banda, Superintendent SCUSD*  
*Negotiating Parties: Sacramento City Unified School District and Downtown Railyard Venture, LLC*  
*Under Negotiation: Price and Terms*

**4.0 CALL BACK TO ORDER/PLEDGE OF ALLEGIANCE**

*The meeting was called back to order at 6:36 p.m. by President Pritchett.*

*Members Present:*

- President Christina Pritchett*
- Vice President Jay Hansen*
- Second Vice President Jessie Ryan*
- Ellen Cochran*
- Diana Rodriguez*
- Darrel Woo*
- Student Member Natalie Rosas*

*Members Absent:*

*Gustavo Arroyo (present during Closed Session only)*

*The Pledge of Allegiance was led by Student Board Member Natalie Rosas.*

**5.0 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION**

*Counsel Jerry Behrens reported that the Board approved OAH Case No. 2016050264 by unanimous vote.*

**6.0 AGENDA ADOPTION**

*President Pritchett asked for a motion to adopt the agenda. A motion was made to approve by*

*Vice President Hansen and seconded by Member Woo. The Board voted unanimously to adopt the agenda with Member Arroyo absent.*

## **7.0 SPECIAL PRESENTATION**

- 7.1 *Approve Resolution No. 2906: Recognition of Disability History Week (Community Advisory Committee for Special Education)* **Action**

*Angie Sutherland thanked the Board and explained Disability History Week. She showed some pictures on the overhead projector as part of her presentation. She also explained the Fair Education Act. Disability History Week is the second week in October. Angel Garcia, Secretary of the Community Advisory Committee, also spoke.*

*Public Comment:*

*None*

*Board Member Comments:*

*Member Rodriguez thanked all for their support of the Resolution. She read the Resolution and motioned to approve Resolution No. 2906. Second Vice President Ryan seconded. The motion was unanimously approved with Member Arroyo absent.*

- 7.2 *Approve Resolution No. 2907: Recognition of Dyslexia Awareness Month in October (Community Advisory Committee for Special Education)* **Action**

*Rene Webster Hawkins, parent member of the Community Advisory Committee (CAC) and a regional leader for Sacramento for Decoding Dyslexia California, thanked the Board for their support, explained dyslexia and gave information on Dyslexia Awareness Month. She said there will be a CAC workshop for statewide dyslexia implementation on March 21, 2017, from 6:30 to 8:30 p.m. at the Serna Center. Grace Trujillo then also spoke about dyslexia.*

*Member Rodriguez read Resolution No. 2907.*

*Public Comment:*

*Yolanda Vargas voiced her support to show that the disability community, especially Youth Organizing Disabled and Proud, feel it is great that this Resolution is before the Board. She also spoke about invisible disabilities that can be overlooked.*

*Board Member Comments:*

*Member Rodriguez motioned to approve Resolution No. 2907, and Member Woo seconded. The motion was unanimously approved with Member Arroyo absent. Member Rodriguez presented a framed copy of both Resolution No. 2906 and Resolution No. 2907 to CAC members.*

- 7.3 *Approve Resolution No. 2908: Sacramento City Unified School District Annual Green Week (Cathy Allen)* **Action**



Chief of Operations Officer Cathy Allen began the presentation by introducing Project Green Specialist Rachel King and asked that the Board adopt the Resolution proclaiming the first full week in October as Green Week. Ms. King spoke about some of the activities that the school sites have been doing this week. She asked the Board to approve the Resolution.

Public Comment:  
None

Board Member Comments:  
Second Vice President Ryan motioned to approve Resolution No. 2908, and Vice President Hansen seconded. The motion was unanimously approved with Member Arroyo absent.

**8.0 PUBLIC COMMENT**

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.

Public Comment:  
Anne Hartridge, parent of a Freshman at West Campus, spoke on Measures Q and R allocations. She thanked Cathy Allen for responding to her request for documents. She said the West Campus parents are very interested in the expenditure of Measure Q and R bond proceeds. She is excited to monitor progress of the signing of construction contracts at the school and adherence to the construction schedule.

Lamaia Coleman, a parent at William Land Elementary School, a substitute teacher, and member of Sacramento ACT, spoke about the parcel tax on the upcoming ballot and provided printed material to the Board. She updated the Board on Sacramento ACT’s civic engagement on this initiative. They are also working to provide the community information on Measure G and Proposition 55

Jason Weiner, a parent at Leonardo da Vinci K-8 School, spoke about a draft accountability plan for Measure G expenditures that Sacramento ACT has developed.

Elvia Vasquez, a parent volunteer at District schools, spoke about the importance of having accountability for the expenditure of Measure G proceeds.

LaShanya Breazell gave an update of events on behalf of the Black Parallel School Board.

Second Vice President Ryan addressed Sacramento Area Congregation Together (ACT) and the Black Parallel School Board in relation to the parcel tax. She thanked them for their help in getting word out about Measure G. She noted that an oversight committee is not a requirement of this measure but that the Board included this in the resolution.

**9.0 PUBLIC HEARING**

9.1 Approval of Resolution No. 2905: Compliance with the Pupil Textbook and Instructional Materials Incentive Program Act (Iris Taylor and Matt Turkie) **Action**

Matt Turkie, Assistant Superintendent of Curriculum and Instruction, gave the presentation and reported on the District’s compliance with the Pupil Textbook and Instruction Program Act, Education Code 60119. He explained the requirement of the

*Act, steps taken to ensure sufficiency, what is certified by the resolution, and went over efficiency status for each District school.*

*Public Comment:*

*Anne Hartridge has concerns that some textbooks being used are not consistent with curriculum frameworks and that they are not current. She gave the example of a West Campus High School Biology textbook, 2002 edition, that is currently being provided. She also noted that the teacher is not using the book, but leaving it on the shelf, because it is so out of date. She also has concerns with the weight of high school textbooks and suggests electronic textbooks be used in conjunction with iPads.*

*Evan Eickmeyer, a West Campus parent, also has concerns with outdated textbooks being used there. He gave some demographics of the school. He shared that his daughter's Chemistry textbook is from 2006 and is falling apart. He is also in support of the use of iPads and has concerns with changing Advanced Placement curriculum standards that might move faster than state standards.*

*Paul Knepprath, also a West Campus parent, noted that his two Freshman children have Biology texts published in 2000, an English text that is 2003, World Geography from 2006, and French published in 2001.*

*Board Member Comments:*

*Vice President Hansen said that now might be the time to use funds to address some long-standing issues like this. He asked a question about carryover for the textbook budget from last year. Mr. Turkie replied that the total budget, including rollover, is \$1.66 million. Mr. Turkie shared that there is a draft plan that has gone to Cabinet about making adoptions in grades K through 12.*

*Second Vice President Ryan asked Mr. Turkie if there is a published date for compliance on textbooks. Mr. Turkie said there is not a date requirement. She asked how the District makes the determination that a book is past its useful life. Mr. Turkie said there is a list of the different publication dates and plans for adoptions are made from that list. The current draft adoption plan is to adopt an entire subject area at a time. The next generation science standards have just come out, so replacing the science curriculum in K through 12 would become an adoption which would include the Advanced Placement adoption. Second Vice President Ryan asked if the plan is available to the public. Mr. Turkie answered that it is currently only a draft plan that should be finalized in the spring. Second Vice President Ryan said she would like to provide families with a sense of when they can expect to receive new textbooks consistent with the master acquisition plan. She asked if we are looking at the availability of open educational resources. Mr. Turkie said yes, that they have been collaborating with Technology Services and meeting with suppliers. Second Vice President Ryan asked Mr. Turkie and Chief Technology Officer Elliot Lopez for a timeline for when that work would come on-line. Mr. Turkie said one is not available because textbooks publishers are still not prepared. Second Vice President Ryan said she hopes this is, however, part of the master plan for textbooks. Mr. Lopez said we are already doing some work to build the infrastructure so that we will be ready when the vendors are.*

*Member Cochrane said we are way behind the times. She said we need to push a cell phone platform. She said this needs to be addressed in the draft plan, and we need to be doing something aggressive to change.*

*Member Rodriguez agrees with comments made. She spoke of how quickly technology changes are made and become obsolete. She also spoke about problems that arise when children do not use technology appropriately.*

*Superintendent Banda thanked the parents and said we share the same concerns. Prior to the recession, the District used to receive a dedicated fund that went toward textbook replacement, therefore we are playing catch up. He spoke about the plan and the cycles that are in it. He noted that a methodical approach has to be taken in looking at e-books. Mr. Turkie said that at the end of eight years we will have the four main subject areas replaced.*

*Member Cochrane thanked the parents that spoke, and asked the Superintendent when the Board will see the draft plan. Superintendent Banda said he anticipates it will be available in the next couple of months.*

*President Pritchett has concerns with children using the internet in inappropriate ways. She is disappointed that a draft calendar is not on the website.*

*Vice President Hansen made a motion to approve Resolution No. 2905 and Member Woo seconded. The motion passed five to one with Member Rodriguez voting no and Member Arroyo absent.*

9.2 *Consideration and Public Notice of the Sacramento City Unified School District's and Sacramento City Teachers' Association (SCTA) Initial Proposals Regarding Certificated Unit Collective Bargaining 2016-2019 Successor Agreement Negotiations (Scott Holbrook)* **Action**

*This Item was presented by legal counsel Scott Holbrook. He noted that there was an amendment made to the document after it was placed in the Board packet. The revised document was made available to the Board tonight at the same time that it was made available to the public. The document came before the Board previously on September 15<sup>th</sup> for a first reading. Mr. Holbrook explained the revision under Article 1: the District has withdrawn its proposal regarding modifying the unit to exclude substitute teachers or to pursue a petition regarding substitute teachers. Also before the Board is the Sacramento City Teachers Association's initial proposal, which is attached to the District's proposal as Exhibit A.*

*Public Comment:*

*Nikki Milevsky, President of SCTA, spoke about the current positive financial position of the District and Proposition 55 and Measure G. She spoke about areas that need focus and improvement in order to move the District toward being a destination district.*

*David Fisher, First Vice President of SCTA, gave more detail behind their proposals. He went over past revenue patterns and more recent developments. He has concerns that increasing the reserve fund does not benefit today's students. He noted that budget projections have historically been overly conservative and inaccurate. He went over charts of past data.*

*Lyia-Leah Jalao, of Hmong Innovating Politics, provided feedback on Articles 12, 13, and 24. She reminded that a District-wide salary increase for all teachers cannot be paid with supplemental and concentration dollars unless there is an increase or improvement in services for low-income students, English learners, and/or foster youth. This equally applies to benefits. She also hopes that school site councils, English learning parent advisory committees and other decision making groups of parents and students can be members of site based decision making in Article 24.*

*Lamaia Coleman, speaking as a member of Sacramento ACT, reminded that supplemental and concentration funds for across the board salary and benefit increases for teachers cannot be used unless measurable benefits for low-income, English learners, and foster youth can be shown. Parent engagement is critical, and they do not want to see any reduction in parent or community involvement*

or decision making power. They believe peer assistance and review programs can be an effective tool. As a parent, she supports lowering class sizes at schools with high at-risk populations. She asked that the Board make sure the public is informed before the final agreement is approved.

Angela Sutherland, a parent at Hollywood Park Elementary School, spoke on Article 11 regarding safety conditions. She wants to make sure that the appropriate behavior interventions are considered before writing procedures in the collective bargaining agreement. She wants them also to be in alignment with District initiatives such as Restorative Justice. She agrees with the former speakers' comments regarding the use of supplemental funds for compensation and benefits. She also does not want parents to lose their right to involvement in site based decisions. She also noted laws, regarding Appendix D, Special Education Student Inclusion, that already guarantee full range of services to students. She is not sure if it is appropriate to include RTI in a Special Education appendix.

Grace Trujillo agreed with all previous speakers. She spoke of the importance of people working together for a common cause. She spoke about costs and said we have to work together.

*Board Member Comments:*

Vice President Hansen made a motion to approve this Item, and Member Rodriguez seconded. The motion passed unanimously with Member Arroyo absent.

## **10.0 CONSENT AGENDA**

*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.*

### *10.1 Items Subject or Not Subject to Closed Session:*

*10.1a Approve Grants, Entitlements and Other Income Agreements, Ratification of Other Agreements, Approval of Bid Awards, Change Notices and Notices of Completion (Gerardo Castillo, CPA)*

*10.1b Approve Personnel Transactions (Cancy McArn)*

*10.1c Approve Revision to Board Policy No. 1312.3: Uniform Complaint Procedures (Raoul Bozio)*

*10.1d Approve C. K. McClatchy High School Field Trip to Attend a Debate Tournament in Dallas, Texas, from October 14, 2016 – October 17, 2016 (Lisa Allen and Mary Hardin Young)*

*10.1e Approve Board Policy No. 6152.1: Placement in Mathematics Courses (2<sup>nd</sup> Reading) (Iris Taylor and Matt Turkie)*

*10.1f Approve Minutes of the September 1, 2016, Board of Education Meeting (José L. Banda)*

*Public Comment:*

Grace Trujillo spoke on Item 10.1c. She stated that internal personnel should be held to the same standards as non-employees.

*Member Rodriguez asked when this Item was brought to the Board as a first reading. Manager of*

*Legal Services Raoul Bozio answered that this is a special item brought to our attention by the annual Federal Program Monitoring review. That review requested that we update this Board Policy. They do require minimal updating every year as new things are added to it. Therefore it was not brought to the Board previously as it was something that had to be done quickly and only has updated items to be added so that people who have a need to bring a complaint forward for particular items that have been added can do so if necessary. Member Rodriguez noted that we have a precedence that Board Policy be brought to the Board as a first reading and then return for approval. She asked that this Item be pulled and brought forward again as a first reading.*

*President Pritchett requested in future that a summary page be provided as well.*

*President Pritchett asked for a motion to adopt the Consent Agenda. A motion was made to approve by Member Rodriguez, with the exception of Item 10.1c, which will come back at the next Board meeting for review. President Pritchett seconded the motion. The Board voted unanimously to adopt the agenda with Second Vice President Ryan away from the dais and Member Arroyo absent.*

## **11.0 COMMUNICATIONS**

### **11.1 Employee Organization Reports:**

**Information**

- *CSA – No report given.*
- *SCTA – No report given.*
- *SEIU – No report given.*
- *Teamsters – No report given.*
- *UPE – No report given.*

### **11.2 District Parent Advisory Committees:**

**Information**

- *Community Advisory Committee – Angel Garcia and Angie Sutherland reported on behalf of the CAC.*
- *District English Learner Advisory Committee – No report given.*
- *Gifted and Talented Education Advisory Committee – No report given.*
- *Indian Education Parent Committee – No report given.*

### **11.3 Superintendent’s Report (José L. Banda)**

**Information**

*Superintendent Banda spoke about three measures on the November 8<sup>th</sup> ballot that will affect funding for our schools, Measure G, Proposition 55, and Proposition 51. Measure G will raise between \$6 and \$7 million dollars a year for the District. It would fund music and arts programs, training for teachers, and supports for struggling youth. It costs property owners about \$6 dollars a month. Proposition 55 extends income taxes on California’s wealthiest earners, those that make more than \$250,000 per year. It will not raise anyone’s taxes; it just extends for 12 years a tax already in place on the top one percent of earners. Funds go directly to school districts and would generate about \$22.8 million dollars per year for our*

*District at full implementation. Without Proposition 55 we would face cuts once Proposition 30 expires in 2018. Proposition 51 is a statewide school facilities construction and modernization measure. It would authorize \$9 billion dollars in bonds for California schools, \$7 billion dollars for K through 12, and \$2 billion dollars for community colleges. If passed, our District would be eligible for \$51.3 million dollars in matching state funds for school improvements. The last day to register to vote in California is October 24<sup>th</sup>. This can be done on-line at [www.sos.ca.gov](http://www.sos.ca.gov). Superintendent Banda also spoke about Green Week and thanked all teachers, staff, students, and parents that participated in Green Week. He spoke about events that happened during the week.*

**11.4 President's Report (Christina Pritchett)**

**Information**

*President Pritchett began her report by thanking the Community Advisory Committee on a very successful meeting. She invited all Board members and community to Rosemont High School's Homecoming Parade on Friday, October 21<sup>st</sup> at 3:30 p.m. on Kieffer Boulevard. She will not be present at the next Board meeting. Vice President Hansen will be taking over while President Pritchett attends the Parent Teacher Home Visit Project's annual Board meeting in Washington D.C.*

**11.5 Student Member Report (Natalie Rosas)**

**Information**

*Student Member Natalie Rosas reported that the Student Advisory Council (SAC) had its first youth council meeting of this year on September 21<sup>st</sup>. They got acquainted with the new representatives from high schools and introduced the new SAC Board. They distributed a survey to students to determine what they feel will improve their high school experience. The SAC will use this information in the development of their initiatives for this year. Initiatives from last year of dress code and food waste have been reassigned to new SAC members. They are also in the process of designing a new banner.*

**11.6 Information Sharing By Board Members**

**Information**

*Second Vice President Ryan reported on Celebrate Oak Park which was held last Saturday in McClatchy Park. She also shared that the community college system has named its first Latino chancellor in history, Eloy Ortiz Oakley. She thanked Nathaniel Browning and Cathy Allen for their work in bringing healthy, clean drinking water to Ethel Phillips Elementary School with the acquisition of hydration stations. She spoke about upcoming ballot measures that the Superintendent spoke of and also talked about Proposition 58, which repeals the English only curriculum and promotes bi-lingual education.*

*Member Woo reported that a teacher is here from China to teach at William Land Elementary School. He met with a number of delegates from the sister city of Jinan on September 25<sup>th</sup> and reiterated our desire to have more Mandarin speaking teachers in our schools for our programs. He spoke about, as was reported also tonight by the CAC, that October is national bullying prevention month. There will be an annual bullying prevention rally on the north steps of the Capitol on October 19<sup>th</sup>. Last year the District's efforts were led by Bullying Prevention Specialist Jessica Wharton; she arranged for a third grade class from Ethel Phillips Elementary School and a seventh grade Albert Einstein Middle School class to attend. Member Woo distributed anti-bullying lanyards received from that event to the Board and others.*

*Member Woo spoke on behalf of the District last year; however, he will not be there this year. He hopes that one of the other Board members will be able to attend and speak on behalf of the District.*

*Member Rodriguez reported that she attended a meeting of Parents Helping Parents through a connection made by Angie Sutherland. As a result of this, she was a part of their meet and greet on the 27<sup>th</sup>. She also attended a community meeting for the visioning of the future of Sacramento City Unified School District. One of the partners that organized this was SCTA, as well as Sacramento ACT and other partners. She attended the CAC meeting also and thanked the CAC for a shirt she was given. The previous night she, Superintendent Banda, and future Board trustee Michael Minnick attended the Sacramento County Office of Education quarterly meeting. CSUS President Robert Nelsen was the keynote speaker. She shared information on a representative from Galt Union High School District with Student Board Member Rosas; this person would like information on student burn-out. Member Rodriguez would like to introduce them so that Student Member Rosas can connect with the Galt Union High School student board member. She reported that the Galt Union High School representative also thanked our District for hosting SAT testing. Member Rodriguez also visited her Area 5 schools to learn about school environment improvements and classroom activities that increase literacy. Member Rodriguez also reported that she and Member Arroyo will be honorary grand marshals on Sunday at 1:00 p.m. at a parade on Franklin Boulevard for the La Familia Center. Member Rodriguez addressed to Ms. Grace Trujillo that Principal Laura Allen of Ms. Trujillo's child's school, St. Mary's, is a favorite Principal of Member Rodriguez. Member Rodriguez would very much like Principal Allen to come to the District; she asked Superintendent Banda to speak to her.*

*Vice President Hansen reported that he has been looking at facilities upgrades at the schools, including the visual and performing arts program at C. K. McClatchy High School. He said he is working on providing dental programs for elementary schools with high needs children. A couple of years ago he partnered with Vision to Learn. They provided over 500 pairs of free eyeglasses to students. This program will be available again this year. Vice President Hansen congratulated Member Woo for recruiting a Mandarin speaking teacher. He was excited to hear SCTA talk about the Spanish program. He would like to partner with them on this. He thanked Valley Vision for bringing together some local elected leaders to focus on Alder Grove and Seavey Circle communities. They are working on integrating some City services with County services and with what is being done at the schools.*

#### **11.7 Board Committee Reports**

#### **Information**

*Vice President Hansen reported on the Facility Committee. He said that we have gotten three proposals on the Old Marshall site. They will be convening the community group. Board Member Cochrane is the Board appointee that will be working with this. We are also moving closer to resolving the 16<sup>th</sup> and N site. The Central Kitchen is scheduled for focus at the end of this month; people looking to help guide that program will share information on a property swap.*

*President Pritchett reported on the Superintendent Evaluation Committee. The committee has completed their evaluation. She thanked the Committee and the Board for their time. She also thanked staff and community for completing the survey.*

## **12.0 BOARD WORKSHOP/STRATEGIC PLAN AND OTHER INITIATIVES**

*Special Assistant to the Board Nathaniel Browning began the presentation by introducing Steve Lamb who is Governance Consultant with the California School Board Association (CSBA). They presented a governance handbook that was developed per the Board's request. Once adopted, the Board would revisit and adopt the Handbook annually beginning in January of 2018. Mr. Lamb gave a recap of the takeaways that were developed during a Board retreat last April that pertain to the handbook.*

*Public Comment:*

*None*

*Board Member Comments:*

*Vice President Hansen said he would write up a summary of a few things and submit to Mr. Browning later.*

*Second Vice President Ryan said that this document is needed and she appreciates the consultation with CSBA. She is sure the document will be a huge resource to not only the Board but also to staff. She thanked Mr. Browning for his work on this.*

*Member Rodriguez thanked Mr. Lamb and Mr. Browning. She enjoyed the process the Board has undergone with this. She feels the document should be matched with the Board by-laws.*

*Superintendent Banda thanked Mr. Browning and Mr. Lamb and acknowledged the collaboration with CSBA. He looks forward to the document being a help to himself and the Board as a governance team to refine their work.*

*Member Woo thanked Mr. Browning and Mr. Lamb.*

*President Pritchett thanked both presenters and noted that this is a project that she has spoken about to Mr. Browning for some time and which she wanted to see completed while she was President. The document is in line in with our Strategic Plan goal number four, Operational Excellence. She looks forward to approving this Item on the Board meeting of November 3<sup>rd</sup>.*

12.2 2016 CAASPP Data Review (Dr. Al Rogers, Matt Turkie, and Ed Eldridge)

Information

*Chief Strategy Officer Dr. Al Rogers began the presentation by introducing Strategy and Innovation Director Ed Eldridge and Assistant Superintendent to Curriculum Matt Turkie. They briefed the Board on the District's 2015-16 California Assessment of Student Performance and Progress data and our dynamic student and teacher support system that fuels those results. Mr. Eldridge began with highlights from the data, beginning with English Language Arts. Mr. Turkie acknowledged other members of the Academic Office before discussing five key leaders to improve student performance. After Mr. Eldridge shared Math data, Mr. Turkie went over details in capacity building in Math, closing the opportunity gap, additional strategies for improving student performance, key lessons learned, and next steps.*



*Public Comment:*

*Renee Webster-Hawkins commented on testing from the perspective of a parent regarding instructions for the test and the impact on Special Education. She shared a poor writing example from her Sixth Grade son that was determined to be nearly proficient per the testing results.*

*Board Member Comments:*

*Member Rodriguez said she is leery of computer based testing. She would like to see Ms. Webster-Hawkin's son's test pulled, hand graded, and have the State questioned about it, if possible. Regarding the presentation, she noted that ethnicity is not included in one slide; however, English language learners score very low. She asks what we need to do to help those students. She also pointed to economically disadvantage students compared to non-economically disadvantaged students. She said it takes collaborative and positive relationships to work together at a certain point so that we can see students in these two categories improve. She said we need to hire instructors that look like the students. She also said that the teachers teaching students with Individualized Education Programs (IEP) do not necessarily understand what an IEP is or have the ability to identify students that need an IEP. She said teachers need the necessary tools.*

*Member Woo asked if there is an informal or perceived target for percentage of students who meet or exceed standards. He noted that some of the disaggregated data shows very poor results. He asked if training is to train all instructors with the aim that a rising tide floats all boats or are we looking at using LCFF monies which target primarily low-income, English language learners, and foster youth. Mr. Turkie replied that what is good for our English language learners is good for all of our students, but essential for our English language learners. Member Woo said it seems they would not all seem to rise at the same level. He feels we are starting to get challenged by the public on how we use our LCFF for targeted audiences and on what particular gains are we going to associate with the increase in funding.*

*Second Vice President Ryan said it is troubling that we are below the State and regional average in English Language Arts and Math. There is a notable and alarming achievement gap that exists. She feels if we adhere to the rationale that what is good for special populations of students is good for all students, we will never see a true closing of the achievement gap. She would like to know how we are using this data to ensure that we are providing an equitable level of instruction with an eye toward using supplemental and concentration dollars to meet the needs of students who are not seeing gains proportionate to their peers. Mr. Eldridge said we are targeting efforts around this information, and he gave an example. Second Vice President Ryan asked if Mr. Eldridge is doing a deeper dive into looking at like populations from school site to school site. Mr. Eldridge said positive deviance is our next step. Second Vice President Ryan asked, once this has been developed, how will models and high impact practices be replicated and communicated to teachers? Mr. Eldridge replied that will be taken back to our partners in the Academic Office and other areas. He said this will be done soon and is on-going. Second Vice President Ryan asked what the plans are to communicate this information to parents. Mr. Turkie answered that they are working with the Family and Community Engagement Department to arrange different parent evenings. He gave examples of topics being discussed. Second Vice President Ryan is concerned that the Smarter Balanced Assessment Consortium (SBAC) is now measuring English Language Arts based upon Third Grade achievement and beyond. She asked how we fill the gap in data before Third Grade. Mr. Turkie said that the SBAC is just one test at the end of the year, and it cannot be used so much for learning as opposed to of learning. An assessment of learning is basically a snapshot. Testing for learning is embedded in the curriculum.*

*Member Woo said he has no experience of testing that is being given today, and he asked if the Board could take the Eighth Grade assessment. Mr. Eldridge agreed that the test is much more aggressive and that there are opportunities to look at parent guides that can be shared with the Board.*

*Member Cochrane noted that she has given the English Language Arts assessment.*

*President Pritchett said the Board appreciates the presentation. She asked for a motion to extend the meeting. Vice President Hansen made a motion to extend the meeting to 10:30 p.m. which was seconded by Member Cochrane. The motion was approved unanimously with Member Arroyo absent.*

*Superintendent Banda reiterated that the SBAC is a snapshot in time, summative test. Next we will look at the Data Dashboard which will be made of more formative assessments that can be referred to on a regular basis. He gave some history on the Data Dashboard and acknowledged the work of Dr. Al Rogers and Elliot Lopez and their departments as well as the Academic Office. He said this will make data available for the public in a very transparent fashion, and he hopes that it will be a service to our community, parents, and staff.*

### *12.3 Data Dashboard (Dr. Al Rogers and Elliot Lopez)*

### **Information**

*Chief Strategy Office Dr. Al Rogers introduced Chief Information Officer Elliot Lopez, Manager of Technology Services Rhonda Rode, and Student Outcomes Coordinator Sara Pietrowski. They shared the purpose, structure, and timeline of phase one of the Data Dashboard.*

#### *Public Comment:*

*None*

#### *Board Member Comments:*

*Vice President Hansen asked if the current generation has school site specific information. Dr. Rogers said that it does. Vice President Hansen asked if we own the program. Dr. Rogers said we can do our own programming using resources to put it together, but it is ours. Vice President Hansen said he assumes we can add new parameters as items come up.*

*Member Cochrane asked if principals could be provided with a monthly snapshot of their schools. Dr. Rogers said that can be done and that they can access this as well. Member Cochrane asked if a monthly newsletter with a snapshot can be provided. Dr. Rogers said yes. Member Cochrane thanked Dr. Rogers.*

*Superintendent Banda said that we can do reports, but part of the goal is to make it intuitive and user friendly. We are also in the process of training principals and eventually we want to train teachers. We want people to not shy away but interact with this tool. Mr. Banda thanked the team for making it very usable and readily accessible to all.*

*President Pritchett thanked the team for their work. Aside from doing an e-connection, she asked what we can do to promote this. President Pritchett suggested sending information with students via backpack and have each Board member do a robocall. Dr. Rogers said the robocall is a great idea and that Chief Communications Officer Gabe Ross is working with them to figure out ways to engage the entire community. We will be able to track use of the resource as well.*

*Second Vice President Ryan thanked the team and asked how they account for data integrity. Mr. Lopez said that as a precursor to the development of the reporting tool they spent a significant amount of time and effort on data integrity as they knew there would be accuracy issues that would have to be addressed. In addition to looking at the data for anomalies that were accuracy issues, they also collectively began looking at practices*

to have a process in place to consistently work with schools, staff, and departments to ensure that we all enter data and abide by the same definitions and practices across the District. This is an on-going effort that will continue in perpetuity to ensure that the information that we are providing via the web to the public is as accurate and consistent as possible. Second Vice President Ryan asked if there will be some spot checking of school sites to ensure that the same consistent practices are being undertaken. Mr. Lopez answered that there is a calendar of evaluation and analysis of the data which looks at various categories of information where we then generate reports and mobilize staff to follow up with school sites to address specific anomalies that we are identifying. At this point it is not random but methodical and consistent across the whole District. Second Vice President Ryan asked, when using this in tandem with the Strategic Plan and our LCAP funding priorities, will we have the ability to do some backward mapping to say if we will or will not be able to meet LCAP and Strategic Plan priorities. Dr. Rogers said yes, that we will be able to produce through phase two to produce for the Board and stakeholders report cards and snapshots on the progress that we are making as a system and at school sites summarizing the Key Performance Indicator (KPI) results. Second Vice President Ryan asked if there are plans for integrated data sharing with our regional colleges. Dr. Rogers said we are not yet actively engaging with U. C. Davis but are currently closely collaborating with Los Rios Community College District and California State University, Sacramento systems.

President Pritchett thanked the team and said she looks forward to checking it out.

### **13.0 FUTURE BOARD MEETING DATES / LOCATIONS**

- ✓ October 20, 2016, 4:30 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47<sup>th</sup> Avenue, Community Room, Regular Workshop Meeting
- ✓ November 3, 2016, 4:30 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47<sup>th</sup> Avenue, Community Room, Regular Workshop Meeting

### **14.0 ADJOURNMENT**

The Board reconvened back into Closed Session at 10:15 p.m. At 12:10 a.m. they reconvened into Open Session and adjourned.

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José L. Banda, Superintendent and Board Secretary

NOTE: The Sacramento City Unified School District encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Board of Education Office at (916) 643-9314 at least 48 hours before the scheduled Board of Education meeting so that we may make every reasonable effort to accommodate you. [Government Code § 54953.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. §12132)] Any public records distributed to the Board of Education less than 72 hours in advance of the meeting and relating to an open session item are available for public inspection at 5735 47<sup>th</sup> Avenue at the Front Desk Counter and on the District's website at [www.scusd.edu](http://www.scusd.edu)



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.1

**Meeting Date:** October 20, 2016

**Subject:** Approve Resolution No. 2909: Developer Fee Reports for Fiscal Year Ending June 30, 2016

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

**Division:** Business Services

**Recommendation:** Review and adopt the Annual and Five-Year Reports

**Background/Rationale:** Sections 66001 and 66006 of the Government Code require that the School District provide to the public information on developer fees received from new residential and commercial/industrial development to mitigate the impact of public improvement on the school facilities of the School District.

**Financial Considerations:** Reflects standard business information.

**LCAP Goal(s):** Family and Community Empowerment

**Documents Attached:**

1. Annual and Five Year Developer Fee Reports for the Fiscal Year Ending June 30, 2016
2. Resolution No. 2909: Developer Fee Reports for Fiscal Year Ending June 30, 2016

**Estimated Time of Presentation:** 5 minute presentation

**Submitted by:** Gerardo Castillo, CPA, Chief Business Officer

**Approved by:** José L. Banda, Superintendent



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

## ANNUAL DEVELOPER FEE REPORT FOR FISCAL YEAR ENDING JUNE 30, 2016

### I. OVERVIEW/HISTORY:

Sacramento City Unified School District ("School District") currently collects statutory school fees or "Developer Fees" pursuant to Education Code Section 17620 *et seq.* and Government Code Section 65995 *et seq.* Government Code Sections 66001 and 66006 require the School District provide to the public information on Developer Fees received from new residential and commercial/industrial development to mitigate the impact of public improvements on the school facilities of the School District ("Reportable Fees").

Per the Government Code, the School District is required to provide the following information on Reportable Fees for the prior fiscal year:

1. Amount of fees collected
2. Amount of interest earned
3. Amounts spent on projects to accommodate additional enrollment from new residential and commercial/industrial development

Additionally, the School District is required to identify the following:

1. The proposed purposes to which Reportable Fees may be spent
2. The Reasonable Relationship between the Reportable Fees and the purpose to which they are to be spent
3. The funding sources and expected funding availability date for school facilities projects for which Reportable Fees are required

The following Annual Report for fiscal year ending June 30, 2016, includes the information and proposed findings the School District intends to review and adopt in accordance with Government Code Sections 66001 and 66006.

## **II. Annual Report for Fiscal Year Ending June 30, 2016:**

In accordance with Government Code Section 66006(b)(1) and (2), the School District hereby presents the following information for fiscal year 2015/2016 (i.e. July 1, 2015 through June 30, 2016) with regard to the annual Reportable Fees:

### **A. Description of the Type of Reportable Fees in the Account or Sub-account(s) of the School District**

The Reportable Fees of the School District for fiscal year 2015/2016 consist of Developer Fees. The School District collected Developer Fees from new residential and commercial/industrial development in the amounts noted below.

### **B. Amount of the Reportable Fees**

The Developer Fees rates for fiscal year 2015/2016 for the period between July 1, 2015, and October 14, 2015, were as follows:

- \$3.20 per square foot of assessable space for residential development constructed within the School District; and
- \$0.51 per square foot of covered and enclosed space for commercial/industrial development; and
- \$0.42 per square foot of covered and enclosed space for retail self-storage development

All above fees were adopted by the Board of Education ("Board") of the School District on May 17, 2012, by Resolution No. 2706 based on the "Developer Fee Justification Report" dated March 1, 2012.

For the period between October 15, 2015, and June 30, 2016, the Developer Fees rates were as follows:

- \$3.36 per square foot of assessable space for residential development constructed within the School District; and
- \$0.54 per square foot of covered and enclosed space for commercial/industrial development; and
- \$0.26 per square foot of covered and enclosed space for retail self-storage development

All above fees were adopted by the Board on October 15, 2015, by Resolution No. 2857 based on the "Developer Fee Justification Report" dated September 8, 2015.

**C. Developer Fees Revenue/Expenditure Actuals for Fiscal Year Ending June 30, 2016**

Below summarizes the beginning and ending balances, the amount of Reportable Fees collected and interest earned, additional refunds/revenues, and total expenditures during fiscal year 2015/2016.

Sacramento City Unified School District  
 Developer Fees Revenue/Expenditure Actuals  
 for Fiscal Year Ending June 30, 2016

			6/30/2016
<b>Beginning Fund Balance</b>			<b>\$ 3,102,191.29</b>
<b>REVENUE</b>			
Developer Fees Collected			\$ 2,520,628.76
Educational Revenue Augmentation Fund (City and County Redevelopment)			\$ 951,095.16
Interest Earned			14,713.59
All Other Local Revenue			93,847.60
All Other Local Revenue (City and County Redevelopment)			13,352.00
<b>2015-16 Total Revenue</b>			<b>\$ 3,593,637.11</b>
<b>TOTAL AVAILABLE REVENUE</b>			<b>\$ 6,695,828.40</b>
<b>EXPENDITURES</b>			
<u>Site</u>	<u>Purpose</u>	<u>Type</u>	
Debt Service	Principal and Interest expenses for Lease Revenue Refunding Bonds	Administrative	\$ -
District Operations	Consulting for Office of Public School Construction Applications	Administrative	\$ 8,450.00
Leataata Floyd	Capital Improvement	Facilities	\$ 62,208.00
AM Winn	Furniture for Growth	Instructional	\$ 1,303.61
Project Green (City and County Redevelopment)	Project Green awarded projects expenses	Instructional	\$ 399,065.36
<b>TOTAL EXPENDITURES</b>			<b>\$ 471,026.97</b>
<b>2015-2016 Available Ending Fund Balance</b>			<b>\$ 6,224,801.43</b>

**D. Identification of Each Improvement Funded with Reportable Fees and the Expenditure Amount, Including the Total Percentage of the Cost of Each Project of the School District that was Funded with Reportable Fees**

The School District expensed \$462,576.97 on site projects. 100% of the total costs were funded with Reportable Fees.

- Leataata Floyd Capital Improvement \$62,208.00
- AM Winn Furniture \$1,303.61
- Albert Einstein Irrigation to Support Native Habitat \$10,004.50
- AM Winn LED Lighting & Occupancy Sensors \$9,126.32
- American Legion Track, tables and benches for outdoor space \$6,731.37
- Bret Harte Daylighting in Portable Classrooms \$91,676.00
- Camellia Irrigation to Support Native Habitat \$44,030.43
- Crocker/Riverside Daylighting in 4 Classrooms \$78,906.00
- David Lubin LED Lighting \$6,065.04

• GW Carver Water Catchment System adjustment to prior year	(\$12,533.35)
• Isador Cohen Artificial Turf & Daylighting	\$44,489.00
• Matsuyama LED Lighting	\$2,408.70
• New Technology Water Efficient Fixtures & Hydration Station	\$22,004.00
• Pacific Bathroom Valves/Fixtures	\$1,936.87
• Phoebe A. Hearst Water efficient fixtures, hydration stations	\$14,957.50
• Sutterville Daylighting	\$30,679.64
• Sutterville Restroom Renovation	\$3,585.42
• West Campus Hydration Station & Efficient Valves	\$14,800.00
• Project Green Winning Schools recycling stations	\$30,197.92

**E. Identification of an Approximate Date by Which the Construction of Project(s) of the School District will Commence if the School District Determines that Sufficient Funds have been Collected to Complete Financing on an Incomplete Project of the School District, as Identified in Paragraph (2) of Subdivision (A) of Section 66001, and the Project of the School District Remains Incomplete**

The School District determined that it will have sufficient funds to continue or begin construction of the following projects in fiscal year 2016/2017:

- AM Winn Outdoor Learning Space
- AW McClaskey Water Harvesting System
- Bret Harte Heating/Ventilation/Air Conditioning for Multipurpose Room

**F. Description of each Interfund Transfer or Loan Made from the Account or Sub-Account(s), Including Project(s) of the School District on which the Transferred or Loaned Reportable Fees will be Expended, and, in the Case of an Interfund Loan, the Date on Which the Loan will be Repaid, and the Rate of Interest that the Account or Sub-Account(s) will Receive on the Loan**

No transfers or loans of Reportable Fees were made in fiscal year 2015/2016.

**G. The Amount of Refunds made or Revenues Allocated for Other Purposes if the Administrative Costs of Refunding Unexpended Revenues Exceed the Amount to be Refunded**

\$165,548.05 in refunds of Reportable Fees was made pursuant to Government Code Section 66001(e) in fiscal year 2015/2016.



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

**RESOLUTION NO. 2909**

**“ANNUAL AND FIVE-YEAR DEVELOPER FEE REPORTS FOR 2015-2016”**

**WHEREAS**, pursuant to its authority under Education Code Section 17620 and Government Code Section 65995, the Board of Education has previously adopted and imposed statutory school fees for the 2015-16 fiscal year on residential, commercial and industrial development (“Developer Fees”) to mitigate the impact of new development on the Sacramento City Unified School District (“District”); and

**WHEREAS**, the District has deposited all Developer Fees that it has received in a separate non-commingled capital facilities fund (“Capital Facilities Fund”) established for such a purpose, pursuant to Government Code Section 66006(a) and (b); and

**WHEREAS**, the District has made available to the public the Annual and Five-Year Developer Fee Reports for Fiscal Years 2015-16; and

**WHEREAS**, the District has reviewed the information provided in the Annual and Five-Year Developer Fee Reports and has determined the information contained therein to be true and correct; and

**WHEREAS**, the Annual Developer Fee Report was prepared in accordance with Government Code Section 66006(b)(1); and

**WHEREAS**, the Five-Year Developer Fee Report was prepared in accordance with Government Code Section 66001(d);

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AS FOLLOWS:**

Section 1. The Board has reviewed the information provided in the Annual and Five-Year Developer Fee Reports and finds it to be true and correct.

Section 2. The Board, based upon the information contained in the Annual Developer Fee Report, finds as follows:

Section 2.1 That the Annual Developer Fee Report describes the types of fees contained in the Capital Facilities Fund, including the amount of the fees, the beginning and ending balance of the Capital Facilities Fund, as well as the amount of fees collected, and the interest earned thereon.

Section 2.2 That the Annual Developer Fee Report identifies each public improvement on which Developer Fees were expended.

Section 3. The Board, based upon the information contained in the Five-Year Developer Fee Report, finds as follows:

Section 3.1 That the purpose of Developer Fees imposed on new residential, commercial, and industrial development within the District is to fund the school facilities required to serve the additional grade K-12 students generated by such new development and that the Developer Fees will be used for the construction and/or acquisition of additional school facilities and the remodeling of exiting school facilities to provide additional capacity.

Section 3.2 That there is a proportional and reasonable relationship between the Developer Fees imposed on new development and the need for additional District school facilities because new development will generate new students to be enrolled in the District which will lead to increased need for school facilities, and that the Developer Fees imposed do not exceed the cost of providing such additional school facilities.

Section 3.3 That there is a further proportional and reasonable relationship between the unexpended Developer Fees contained in the Capital Facilities Fund and the need for additional school facilities because the Developer Fees imposed on new developments will not fully cover the costs of providing such school facilities for these new students.

Section 3.4 That the portion of the Capital Facilities Fund that remains unexpended will be used for the construction and/or acquisition of additional school facilities, remodeling existing school facilities in order to increase capacity, and the acquisition of additional portable classrooms to accommodate students generated from new development.

Section 3.5 That the dates upon which the District's school facilities projects employing the unexpended funds in the Capital Facilities Fund will commence are not presently known.

**PASSED AND ADOPTED** by the Sacramento City Unified School District Board of Education on this 3rd day of November by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSTAIN: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Christina Pritchett  
President of the Board of Education

ATTESTED TO:

\_\_\_\_\_  
José L. Banda  
Secretary of the Board of Education



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.2

**Meeting Date:** November 3, 2016

**Subject:** Approve Local Control and Accountability Plan Parent Advisory Committee and Stakeholder Engagement

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

**Division:** Strategy and Innovation Office

**Recommendation:** Appoint members to the 2016-17 LCAP Parent Advisory Committee.

**Background/Rationale:** California Education Code 52063 (a) (1) states the governing board of a school district shall establish a parent advisory committee to provide advice to the governing board of the school district and the superintendent of the school district regarding the LCAP.

**Financial Considerations:** None

**LCAP Goals:** College, Career and Life Ready Graduates; Safe, Clean and Emotionally Healthy Students; Family and Community Empowerment; Operational Excellence

**Documents Attached:**

1. Executive Summary

**Estimated Time of Presentation:** 5 minutes

**Submitted by:** Al Rogers, Chief Strategy Officer

Cathy Morrison, LCAP/SPSA Coordinator

**Approved by:** José Banda, Superintendent

# Board of Education Executive Summary

## Strategy and Innovation Office

Local Control and Accountability Plan Parent Advisory Committee  
Selection  
November 3, 2016



### I. OVERVIEW / HISTORY

In the 2014-15 school year, staff implemented a plan to create the Local Control and Accountability Plan (LCAP) Parent Advisory Committee (PAC). The process was patterned after models used in other urban school districts, and is similar to those used previously in SCUSD. Board members and the Superintendent each appoint representatives to the PAC. This model is expected to continue in the 2016-17 school year.

The LCAP Parent Advisory Committee application for the 2016-17 school year was open from September 1 – October 31, 2016. The web-based tool “Survey Monkey” was used for online applicants; paper surveys were also available in all district languages.

### II. DRIVING GOVERNANCE

According to Education Code §52060, on or before July 1, annually, the Governing Board of each school district shall adopt a Local Control and Accountability Plan (LCAP) using a template adopted by the State Board of Education (“SBE”), effective for three years with annual updates. It will include the district’s annual goals for all students and for each subgroup in regard to the eight state priorities and any local priorities, as well as the plans for implementing actions to achieve those goals.

Education Code §52063 (a) (2) requires the establishment of a parent advisory committee, that shall include parents or legal guardians of unduplicated students (low income, English learner, foster youth). The district is committed to maintaining a strong majority of parents on the committee.

### III. BUDGET

To facilitate participation in the committee meetings, nominal expenses may be incurred for child care, translation, and hospitality. The district will ensure that potential barriers for parents to attend meetings are mitigated.

### IV. GOALS, OBJECTIVES, AND MEASURES

This parent advisory group will be charged with a number of critical tasks and conversations throughout the year to support the Board of Education’s LCAP decision-making process.

# Board of Education Executive Summary

## Strategy and Innovation Office

Local Control and Accountability Plan Parent Advisory Committee  
Selection

November 3, 2016



- **Review annual progress toward stated metrics** – With the district’s new Data Dashboard, the PAC will have multiple opportunities to participate in the review of district data, including the district Needs Assessment. This group provides advisory input regarding the Annual Update portion of the LCAP.
- **Synthesize other stakeholder input** –The district will be gathering data from a variety of stakeholders throughout the LCAP process (school site meetings, district community meetings, Public Education Volunteers via the Community Planning Process). This group will review and understand community voice as well as that of their own network so that it helps to inform their discussions on the LCAP.
- **Provide input and feedback on draft LCAP actions, services and expenditures** – In order to ensure that the Board of Education has the feedback they need to make informed decisions regarding the LCAP, this group will review the LCAP and Annual Update to provide comments regarding these aspects of the draft plan. As required by LCFF, the Superintendent will respond in writing to all comments and questions in advance of presentation of the LCAP to the Board.

Starting in November 2016, the Parent Advisory Committee member will attend an orientation meeting, and then will meet monthly throughout the LCAP planning process.

### V. MAJOR INITIATIVES

The California Department of Education is poised to approve a revised LCAP template in January, 2017. It is anticipated that the new document will be framed as a three year, static plan. Additionally, the state is producing Evaluation Rubrics, aligned with the LCAP, to measure progress of districts as well as individual school sites. The new Federal accountability system, Every Student Succeeds Act (ESSA), may also be aligned with LCAP.

### VI. RESULTS

The LCAP Parent Advisory Committee will be appointed November 3, 2016, and will begin meeting November 15, 2016

### VII. LESSONS LEARNED / NEXT STEPS

- November 4, 2016 – LCAP PAC members contacted to schedule orientation
- November 15, 2016 – First meeting of LCAP PAC
- Meetings monthly through June, 2017



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.3

**Meeting Date:** November 3, 2016

**Subject:** Enrollment and Attendance Center Update

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

**Division:** Deputy Superintendent

**Recommendation:** To update the Board of Education on changes to the Enrollment & Attendance Center to improve the efficiency of the registration process of students.

**Background/Rationale:** The Enrollment Center was opened in 2011 to provide fair and equitable registration services to families and to establish a one-stop resource for support in enrollment students, submitting transfer and open enrollment applications, providing translation, vaccination, testing and support services.

The Enrollment Center challenge has been maximizing limited resources to provide the most efficient experience possible for families. Staff recommendations address change in three areas to increase efficiency in registering student and improve support to our families.

**Financial Considerations:** To be determined.

**LCAP Goal(s):** College, Career and Life Ready Graduates; Family and Community Empowerment

**Documents Attached:**

1. Executive Summary

**Estimated Time of Presentation:** 10 minutes

**Submitted by:** Lisa Allen, Deputy Superintendent  
Elliot Lopez, Chief Information Officer  
Mary Hardin Young, Area Assistant Superintendent  
Ken McPeters, Director Enrollment & Attendance Ctr

**Approved by:** José L. Banda, Superintendent



### I. OVERVIEW / HISTORY

On March 17, 2011, the Sacramento City Unified School District Board of Education voted to open the Enrollment Center to provide fair and equitable registration for all students in SCUSD. The Center was opened during budget reductions and minimal staffing. With the increased numbers of families utilizing the Enrollment Center over the years, and a more thorough enrollment process, the wait time for families has lengthened. In order to provide the service we want for our families, we are recommending a 3-prong approach that includes restructuring our enrollment procedures at the Enrollment Center, adding year round online registration as well as considering Regional Centers during the month of August.

### II. DRIVING GOVERNANCE

Providing a more streamlined process of registration for our families, along with creating additional venues for access of registration, aligns with LCAP Goals #1 and 3. As one of the first impressions families have of our district, the Enrollment and Attendance Center supports registration of all students, Early Kinder through 12<sup>th</sup> grade. It's also a process designed to ensure equitable access to quality programs for all families. The Center provides initial guidance and support for parents enrolling students with special needs and staff is fully knowledgeable of the laws and regulations related to the enrollment of foster youth. Along with the registration processes, Open Enrollment, permits and transfers, the center now provides the district overview of attendance supports that include attendance letters, home visits, SART/SARBs and Truancy Court.

The tenants of the Enrollment Center are to:

- Ensure fairness and equity in the treatment of families. All students will have the same access to schools and programs, regardless of race or zip code.
- Allow central monitoring of enrollment and intra/inter permits.
- Create systemic efficiency; staff highly trained and knowledgeable in all enrollment processes.
- Create a one-stop resource for SCUSD families.

### III. BUDGET

The budget will be determined based upon input gathered regarding online registration and the potential effectiveness of regional centers.



#### IV. GOALS, OBJECTIVES, AND MEASURES

Our goal is to provide the best support for the growing number of families that utilize the Enrollment and Attendance Center, continuing to provide efficient and equitable enrollment processes while reducing the wait time for registration of students.

In order to meet this primary goal, we will provide:

- A more streamlined registration process with increased numbers of technicians to support families
- Additional days and expanded times that the Enrollment and Attendance Center is open and available to families during our busiest registration season
- Open online registration for families throughout the district
- Consideration of regional centers for registration at each comprehensive high school during the month of August

#### V. MAJOR INITIATIVES

Continue district progress in providing fair and equitable service for all families in registering students and guiding families in need of attendance support.

#### VI. RESULTS

Bring the full plan to Board of Education in the spring for review

#### VII. LESSONS LEARNED / NEXT STEPS

Next Steps:

- Gather input from stakeholders, specifically regarding online registration and the potential effectiveness of regional centers
- Implement and refine the new registration process
- Continue work on online registration for implementation in spring of 2017
- Begin planning the regional centers now for implementation in summer of 2017





# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.4

**Meeting Date:** November 3, 2016

**Subject:** Adopt Governance Handbook

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

**Division:** Superintendent's Office

**Recommendation:** Approve and adopt the Governance Handbook

**Background/Rationale:** This handbook reflects the SCUSD governance team's effort to create a framework for effective governance that will help provide unity of purpose, roles and norms. It also outlines agreed upon protocols for formal structures that enable the governance team to continue to perform its responsibilities in a way that places the achievement and well-being of students above all else.

The governance handbook will be reviewed and adopted every January with the exception of this initial adoption. The next review and adoption will be January 2018.

**Financial Considerations:** None

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

**Documents Attached:**

1. Governance Handbook

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

**Submitted by:** Nathaniel Browning, Special Assistant to the  
Board of Education

**Approved by:** José L. Banda, Superintendent



## Sacramento City Unified School District

### Governance Handbook

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#### Board of Education

Gustavo Arroyo  
Ellen Cochrane  
Jay Hansen  
Christina Pritchett  
Diana Rodriguez  
Jessie Ryan  
Darrel Woo

#### Superintendent

José Banda

#### EFFECTIVE GOVERNANCE

Unity of Purpose, Roles, Responsibilities, Norms and Protocols

*This handbook was developed as a project to improve our Board of Education unity and to strengthen our leadership. It defines who we are and how we operate as a group.*

*Annually the team reviews and updates this Governance Handbook.*

Approved: \_\_\_\_\_

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## UNITY OF PURPOSE

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### **Mission**

Students graduate as globally competitive lifelong learners, prepared to succeed in a career and higher education institution of their choice to secure gainful employment and contribute to society.

### **Vision**

Every student is a responsible, productive citizen in a diverse and competitive world.

### **Values**

- **Equity:** All students will receive instruction and intervention supports where needed to be successful and to reduce educational and opportunity gaps in our community.
- **Achievement:** Students will be provided with a relevant, rigorous and well-rounded curriculum, with the expectation that all will be well prepared for a career and post-secondary education.
- **Integrity:** Communication and interaction among and between students, parents, staff and community partners is defined by mutual respect, trust and support.
- **Accountability:** Commitment to transparency and ongoing review of data will create a culture focused on results and continuous improvement in a fiscally sustainable manner.
- **Efficiency:** Systems and resources are managed effectively and prioritized to meet goals and expectations.

### **Goals**

The goals of Sacramento City Unified School District:

- **College, Career and Life Ready Graduates:** Challenge and support all students to actively engage in rigorous and relevant curriculum that prepares them for college, career and a fulfilling life, regardless of zip code, race/ethnicity, ability, language proficiency, and life circumstances.
- **Safe, Emotional Healthy and Engaged Students:** Provide supports and opportunities to ensure that every student succeeds, with safe school environments that foster student engagement, promote daily attendance, and remove barriers to learning.
- **Family and Community Empowerment:** Commit to a welcoming school environment for our community; recognize and align district partnerships; and provide tools and family empowerment opportunities that are linked to supporting student academic achievement and social emotional competencies in order for families to be equal and active partners in their child's educational success.
- **Operational Excellence:** Be a service-focused organization. We will consistently serve students, families, staff and community with efficient programs, practices, policies and procedures at every point of contact across the district.

## ROLES AND RESPONSIBILITIES

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Members of the Board of Education are the representatives of the people, elected to ensure the district schools educate the children in consideration of the interests of the local community. The role of the School Board is to govern the school district.

The Superintendent is hired by the Board of Education to provide the professional expertise in the day-to-day management of the district. The role of the Superintendent is:

1. To work with the Board of Education to develop an effective governance leadership team.
2. To serve as the chief administrative officer for the school district.

The Board of Education:

Sets the direction for the community's schools by:

- Focusing on student learning.
- Assessing district needs.
- Generating, reviewing and revising setting direction documents: (beliefs, vision, priorities, strategic goals, success indicators)
- Ensuring an appropriate inclusive process is used to develop these documents.
- Ensuring that these documents are the driving force for all district efforts.

Establishes an effective and efficient structure pertaining to:

- District direction
- Student learning and achievement
- Superintendent employment
- Policy
- Finance
- Facilities
- Collective bargaining agreements
- Judicial review
- Community relations and advocacy

Provides support through our behavior and actions by:

- Articulating the district's beliefs, vision and goals
- Acting with a professional demeanor that models the district's beliefs and vision
- Making data-driven decisions and providing resources that support mutually agreed upon priorities and goals as outlined by the Strategic Plan
- Upholding Board approved bylaws, district policies, and protocols
- Ensuring a positive personnel climate exists
- Being knowledgeable about district efforts and able to explain them to the public

Ensures accountability to the Public by:

- Monitoring student achievement and program effectiveness and requiring program changes as indicated
- Evaluating the Superintendent
- Monitoring, reviewing and revising policies

## ROLES AND RESPONSIBILITIES

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- Serving as a judicial and appeals body
- Monitoring and adjusting district finances
- Monitoring the collective bargaining process

### Acts as community leaders by:

- Speaking with a common voice about district priorities, goals and issues
- Advocating for children, district programs and public education to the general public, community, and local, state and national leaders
- Engaging and involving the community in district schools and activities
- Communicating clear information about policies, programs and fiscal conditions of the district
- Educating the community and the media about issues facing the district and public education

## BOARD BELIEFS AND VALUES

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### **Board Beliefs**

Learning and education is the key to the future. It can help end the cycle of poverty and injustice, and open doors of opportunity for all students. Persistent achievement and opportunity gaps must be addressed in order to do so.

No one should fall through the cracks. Even helping one child makes our Board service worthwhile.

Education can help improve neighborhoods and communities. Through partnerships now, and by preparing a generation who will lead our communities tomorrow, we can improve the quality of life of everyone in our communities.

We can make a difference in the above areas through effective Board practices.

### **Board Values**

**Respect** – Members commit to treating everyone with kindness, consideration and civility and being responsive to each other, the community and staff.

**Partnership** – Members commit to actively participating in the Board's work, and openly sharing their governance activity outside of meetings.

**Integrity**- Members commit to being open and honest with each other, and following through on commitments and promises.

## BOARD MEETING NORMS

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### **We will:**

- Be on time for meetings
- Come to meetings prepared to participate
- Model expected behaviors
- Ensure that all members have the same information
- Acknowledge all opinions in a positive manner
- Practice open and honest communication
- Accept differences in experience, culture, and value priorities
- Give and receive constructive feedback civilly to all patrons and staff
- Allow others to speak without interruption
- Listen attentively
- Have no side conversations
- Stay focused on our goals and student achievement
- Go the extra mile to support each other in our work
- Maintain flexibility in difficult situations
- Work to continuously improve meeting efficiencies through data and feedback
- Keep Board Member comments and updates to no more than two minutes each



## GOVERNANCE PROTOCOLS

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The following processes guide the operation of the entire Board of Education and determine how we do business. Protocols are the agreements that ensure that all members of the team are operating within their agreed upon roles.

### **Unified Board**

Recognizing that leaders have different management styles and philosophies, differences of opinion are expected. When a controversy or split vote occurs on a significant issue, the Board of Education agrees to disagree out of respect for the other person and his/her right to that opinion. We also understand that majority rules.

Recognizing that district improvement requires change, the Board of Education team welcomes different opinions and ideas. However, the team also takes great effort to avoid lingering animosities which can result from different viewpoints.

The Board of Education actively solicits input and listens to all perspectives. The Board values diverse opinions among its Members and realizes that by respecting that diversity and seeking common ground it becomes a more effective Board.

The Board of Education recognizes that it represents all students and all facets of the community and, as such, it has an obligation to pursue different points of view with honesty and vigor. Each Board Member commits to hearing one another out, and by doing so Board Members model for students the honest and respectful expression of different points of view.

If a Board Member cannot support the decision of the entire Board of Education because it offends a moral/personal code, the Member is expected, at a minimum, to refrain from undermining the decision or directive.

The above commitment to either support or refrain from undermining majority decisions does not preclude the member from asking for consideration at a future time of a more acceptable alternative. However, the decision of the entire Board of Education should be considered final.

### **Managing Difficult Topics**

Recognizing that the Board of Education has been elected to conduct challenging conversations in public, Members agree to discuss the issues in an atmosphere of mutual respect.

Debate should only occur between Board Members. The Board of Education will not respond to questions or statements made by members of the audience. However, the Board President or Committee Chair will respond to public comment during the meeting and only if warranted.

## GOVERNANCE PROTOCOLS

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We do not have different values. We have different value priorities. Rarely are there single-value problems. We seek the **best** rather than the right solution.

### **Handling Concerns and Complaints from the Public and Staff**

When someone complains to us regarding policies or procedures; Members must be careful not to usurp the chain of command. If the complaint is heard during a meeting, we will direct the person or persons to the supervisor that oversees the school site or department implicated in the complaint against the district. We will inform them that a supervisor will connect them immediately following their public comment. Complaints emailed to us will be forwarded to the Superintendent and/or the Deputy Superintendent and then forwarded on to the correct individual overseeing the school site of concern.

We understand that as individuals we have no power to fix the problems. As representatives of the public, it is important that we invite the person with the complaint or concern to ultimately get back to us if the issue is not resolved. The Special Assistant to the Board of Education may become involved if the issue was not initially resolved.

However, with regard to the Board of Education's formal role in overseeing and approving work grievance procedures and discrimination appeals, Members will not listen or respond to complaints against personnel.

Board members will be knowledgeable of the complaint processes outlined in Board Policies 1312.1, 1312.2, 1312.3, 1312.4, and 4031 along with the accompanying administrative rules.

### **Meeting Operations – Using Meetings as Strategic Leadership Tools**

Board Members agree that Board meetings are opportunities to strategically move the district forward and to communicate direction, district priorities and progress to the community.

It is the Board of Education's desire that meetings shall be formal enough for orderly procedures but informal enough to encourage discussion. Debate should only occur between Board Members. Members will not respond to questions or statements made by members of the audience. Only the Board President or Committee Chair will respond to public comment during the meeting, and only if warranted.

Board Members will generally refrain from taking a position on an agenda item or issue until all relevant information is presented. Every effort will be made to limit deliberations/activities to governance work and not administrative/staff work.

The Board of Education will annually meet with members of the administrative team to create the Board's Governance Calendar. At the conclusion of each regular meeting, the Superintendent will note upcoming information and decision points.

### **Spokesperson for the Board/ Communication with the Media**

We believe it is essential that important information be communicated to the entire Board of Education, the staff and the community in as timely a fashion as possible. We recognize that some situations have legal or other considerations that may place restrictions on what may be told to the media or public. We also believe it is important that we speak with one voice in order to maintain the trust of our community.

The designated spokesperson will vary depending on the issue or situation:

- Crisis/Disaster: The Superintendent will be the primary spokesperson and may involve the Board President at the Superintendent's discretion.
- Meeting Information (e.g. Board meetings, agenda items, study sessions): The Board President and the Superintendent will serve as primary spokespersons.
- Core Values /Vision / District-wide Priorities / General District Information: All Board Members may serve as spokespersons utilizing developed and agreed upon key messages.

Any public statements regarding district activities or issues made by Board Members while attending community activities, events or organizations should uphold the agreed upon Board position and/or key messages.

The Board of Education also recognizes that Members are not obligated to answer questions outside of a Board Meeting and may refer to meeting minutes as the official record.

The Board of Education understands the importance of being visible and accessible to the public. Members will demonstrate their dedication and commitment to the entire Board of Education by clarifying their authority as one of seven in all Board of Education decisions and actions. No individual Board Member, other than the Board President, or designee, has the authority to speak for the entire Board of Education. Individual Board Members may always share their individual viewpoint but must clarify that they are speaking for themselves, rather than the entire Board of Education.

### **District Planning**

The Board of Education will convene a community planning session to establish long-term district goals at least every 5 years. The Superintendent and the Board of Education will work together to establish Board goals/Superintendent goals annually.

### **Staff Reports**

The Board of Education recognizes the commitment and expertise of staff and appreciates their effort in providing the Board of Education with accurate and timely information. To balance its time to address all the issues that must be dealt with, the Board of Education

## GOVERNANCE PROTOCOLS

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directs the Superintendent to give clear guidelines to staff regarding Board presentations. These include:

- Use executive summaries and
- Get to the point quickly.
- Avoid jargon or acronyms.
- Avoid reading slides or documents to the Board.

Staff should address these questions as appropriate:

- Using quantitative and qualitative data, how are all students impacted as well as individual subgroups?
- How is the recommendation consistent with the district mission, values, vision and priorities?
- What policies are related to the issue?
- How has the community been engaged in this process, if applicable?
- How have our bargaining partners been engaged in this process, if applicable?
- Are there research-based criteria the Board should know?
- What districts offer best practices in this area?
- What are the pros and cons of the recommendation?
- What is the impact on the budget?

Board Members shall treat all staff with respect and dignity during board reports as outlined by the the Board Beliefs and Values contained herein.

### **Use of District-Provided Email Accounts and Other Equipment**

Board Members shall utilize district-provided email accounts, cell phones and resources for all district business. Doing so will help protect the district from hacking and fraud. It will also help secure personal Board Member information in the event of a public records act request where files may have to be collected and shared from cell phones and email accounts.

### **Review of Board Bylaws, Brown Act, and Other**

The Board of Education will hold a special study session every January to review Board standards, agreements, and processes. The study session shall include a review and group reading of the Board Bylaws and Brown Act, and a review and adoption of the Governance Handbook and Governance Calendar. The study session shall also include Mandated Reporter, Sexual Harassment and Discrimination trainings.

### **Orientation of New Members**

Board Members will begin serving following the oath of office. As soon as possible, the Board President will schedule an orientation session with the newly constituted Board Member(s). The orientation session will include but not be limited to:

- Review the Governance Handbook protocols and agreements.

## GOVERNANCE PROTOCOLS

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- Review of Board agenda process and procedures.
- Review of 9000 series of Board Policies.
- Review of the Brown Act and discussion of confidentiality.
- Review of CSBA Professional Governance Standards.
- Review of ACSA/CSBA Professional Standards and job description for the Superintendent. Review contract provisions and evaluation procedures.
- Discussion of pending litigation and critical issues.
- Review of the Strategic Plan, district departments, and district initiatives.
- Review and visit each school site within the Board Member trustee area in order to become acquainted with staff, climate and programs at each site.

### **Individual Board Member Requests for Action**

The only authority to direct action rests with the entire Board of Education when seated at a regular or special Board meeting. Outside of this setting, the Board has no authority. A majority vote of the entire Board of Education sets the direction.

Individuals can request action by bringing up a new idea, explaining their interest in a particular course of action, and by working within a meeting to gain majority support.

It is important for each Board Member to remember that they represent the entire district at-large even though they are elected by trustee area. Board Member requests for action should take this in account.

### **Board-to-Staff Communications**

As outlined in Board Bylaw 9200 - Limits of Board Authority, Board Members shall not exercise any administrative responsibility or command the services of any employee directly other than the Superintendent, Special Assistant to the Board of Education, and the Assistant to the Board of Education. The importance of this bylaw is to help the Superintendent track the work of their staff for reporting purposes, reducing the likelihood of multiple and competing demands on staff time, overall staff satisfaction and positive workplace climate, and to insure Board transparency.

Principle: To direct Board Member requests of staff time to the Superintendent, or designee, in order to streamline workflow, insure no duplications of work, improve workplace morale and satisfaction, and increase Board transparency.

1. Board Members shall not independently request work of staff on administrative functions pursuant to Board Bylaw 9200. Such requests shall be emailed to the Superintendent with the Deputy Superintendent and the Special Assistant to the Board of Education also copied on the email.
  - a. Those requests received before the close of business on Fridays and Tuesdays shall be compiled and shared with staff during the next scheduled Cabinet meeting.
  - b. The Superintendent shall supply the Executive Committee with a complete list of all Board Member requests for the two weeks prior to each Committee meeting and provide any reason why any specific requests cannot be made.
  - c. Any information sharing from staff to Board Members in relation to such requests will be shared through a formal Board Communication as outlined by the Staff-to-Board Protocol.

## COMMUNICATION PROTOCOLS

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2. Committee Members may request information directly from the lead staff member of that Committee so long as all Committee Members are attached to the email request and the corresponding answer is also shared with all of the Committee Members via email. Committee Members may not request information or action on any item that requires the entire Board of Education to weigh in on that given subject area or matter.
  - a. Committee Member requests will be forwarded to the Superintendent, Deputy Superintendent and Special Assistant to the Board of Education if the request requires more than 30 minutes of staff time in order to add it to the overall workflow of that staff person.
3. Board Members may share ideas and/or resources with staff so long as it does not require input or additional work from staff.
4. District staff is not expected to respond to direct requests or direction from individual Board Members.
  - a. Individual Board Members shall not expect phone, text or email replies directly from staff regarding any information inquiries. Such sharing shall go through the appropriate channels that are outlined by the Staff-to-Board Protocol.

### **Staff-to-Board Communications**

The School Board values open communication from the staff on areas of importance or interest to the district. Therefore a mechanism known as a Board Communications (BC) has been established to formally share vital or previously requested district or Board Member information.

Principle: To provide all Board Members with transparent and consistent information from staff on important updates pertaining to district work and initiatives, media notifications, information on school emergencies, answers to questions asked by Board Members, upcoming events relevant to all Board Members and talking points and/or information to support them in addressing relevant topics in the district. The intention of the Board Communications is to provide informative, concise and honest information about successes and challenges, and include—where appropriate—a recommended course of action.

1. All written communication with the Board of Education will use the same consistent format in the form of a Board Communications (BC) Memo.
  - a. Specific Board Committee staff is allowed to communicate with Board Members who reside on that Committee in so long as all Committee Board Members are attached to any and all reply emails or phone calls.
  - b. Board Committee requests requiring more than 30 minutes of staff time shall be directed to the Superintendent for workflow purposes and the corresponding information shall be shared with the entire Board of Education through a BC Memo.
2. BC Memos will be tracked and logged to ensure that all Board Members are receiving the same information and that the district is being responsive to requests for information.

## COMMUNICATION PROTOCOLS

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3. A Board Communications Memo will be marked confidential when/if it contains confidential information about a student, employee or other confidential matters.
4. BC Memos will be distributed every Friday, along with a cover sheet indexing the Memos. When appropriate, some BCs may be distributed throughout the week for timely matters such as a media alert or school emergency.
  - a. Staff will make every effort to include the requested information in the next BC Memo unless the request requires a substantial amount of research and/or the request is made too close in proximity to the next distributed BC Memo.

### **Board Member-to-The Board Communications**

As outlined by the Ralph M. Brown Act, a majority of the Board of Education shall not, outside of a legally posted meeting, use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the Board of Education.

Principle: To provide information from one Board Member to the entire Board of Education without violating the Brown Act.

1. Information may be shared from one Board Member to the entire Board of Education via email, but no single Member may reply to the author of that email or any other Members of the Board. The original author of the email shall state clearly at the beginning of the email that Members are not to reply.
2. Board Members may have a discussion—email or other—with no more than a total of three Members at a time.
  - a. No single Board Member may share or forward the information of such conversations with any other Board Member unless within a legally posted meeting. Such communications are considered a daisy chain and are not permitted by law.

### **Superintendent-to-The Board Communications**

The Superintendent—being the Secretary of the Board—shall work in close partnership with the Board President—as well as the entire Board of Education—to keep all Members informed of the happenings of the district and to be responsive of Board Member requests.

Principle: To ensure information-sharing and responsiveness to Board Member requests as well as outline how the Superintendent shall request information from the entire Board of Education outside of regular meetings.

1. The Superintendent shall respond to all Board Member calls and emails within 24 business hours of receiving the communication in order to indicate the request has been received and/or handed off to another staff member.



## COMMUNICATION PROTOCOLS

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- a. The response communication shall outline the request that has been made and a proposed timeline for providing the Board Member(s) with the needed information through a Board Communication Memo as outline in the Staff-to-Board Communication Protocol.
2. The Superintendent shall first confer with the Board President before conferring with any other Board Member when requesting information; setting a date, time and location for a meeting of fewer than the majority of the entire Board of Education; and other related requests.
3. The Superintendent will inform the entire Board of Education of pertinent activities or recent hot issues that have taken place in the district. If it's likely to be in the newspaper, the entire Board of Education should know about it. The Superintendent will use Board Communications Memos to communicate routine matters to the entire Board of Education on a regular basis. Newly developed high-profile issues, including but not limited to, politically sensitive issues will be shared as soon as possible with each Member via text message with a follow up Board Communication Memo with more details.

### **Emergency and Crisis Communications**

The Superintendent shall inform all Board Members of any emergency or crisis situations that are underway within the school district in order to keep all Members informed of the fragile situation.

Principle: To inform Board Member(s) of an emergency or crisis situation within the district at the earliest convenience of the Superintendent and staff in order to insure that Members are not caught off guard if approached by a community member.

1. During emergency/crisis situations at any district site, the Superintendent, or designee, will send out a brief text-message alert to the Board Member(s) informing them of the situation. The Board of Education recognizes that student and parent safety is the primary concern in such situations which may delay the response time to Board Members.
2. All Members will be informed of additional details regarding the crisis situation via a Board Communication after it has been resolved.

GOVERNANCE HANDBOOK SIGNITURE PAGE

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We have reviewed and agree to abide by and institutionalize the aforementioned Board of Education standards and protocols in order to support a positive and productive working relationship among the Sacramento City Unified School District Board of Education, Superintendent, staff, students and the community. We shall renew this agreement at each Annual Organizational Meeting of the Board of Education.

Affirmed on this \_\_\_\_\_ day of \_\_\_\_\_, 2016

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Gustavo Arroyo, Trustee

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Diana Rodriguez, Trustee

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Ellen Cochrane, Trustee

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Jessie Ryan, Trustee

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Jay Hansen, Trustee

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Darrel Woo, Trustee

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Christina Pritchett, Trustee

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José Banda, Superintendent



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.5

**Meeting Date:** November 3, 2016

**Subject:** Approve Railyards Project School Facilities Agreement

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

**Learning Support Unit/Department:** Facilities Support Services

**Recommendation:** Approve Railyards Project School Facilities Agreement

**Background/Rationale:** The Railyards property is located just north of Downtown and south of the River District. Downtown Railyard Venture LLC has applied to the City of Sacramento to develop a mixed-use, transit oriented project on the property. The 244-acre project is intended to transform the historic Union Pacific site into a dynamic, urban environment featuring a state-of-the-art mass transit hub that will serve residents, workers, and visitors. The development project is proposed to include the following:

- 6,000-10,000 dwelling units
- 514,270 square feet of retail
- 2,757,027 - 3,857,027 square feet of office use
- 771,405 square feet of flexible mixed use
- 1,228,000 square feet of medical campus, including a Kaiser Medical Center
- 1,100 hotel rooms
- 485,390 square feet of historic and cultural uses
- 33 acres of open space
- A soccer stadium with 19,621 seats, and potential to expand to approximately 25,000 seats

Vice President Hansen, Superintendent Banda, Staff and Legal Counsel, Harold Freiman, have been meeting with representatives of Downtown Railyards Venture LLC to set forth the terms and conditions under which Developer will (1) provide a school site for and fund a new elementary school within the boundaries of the Property to accommodate students from the development project, (2) fund its proportionate share of

the cost of additional elementary school facilities (which may include a second elementary school) to accommodate students from the Project that cannot be housed in the new elementary school, and (3) provide additional funding for costs of interim or permanent facilities to accommodate Project Students (inclusive of grades K-12).

**Financial Considerations:** None

**LCAP GOAL(s)** Safe, Emotionally Healthy and Engaged Students

**Documents Attached:**

1. Executive Summary

<p><b>Estimated Time of Presentation:</b> 10 mins <b>Submitted by:</b> Cathy Allen, Chief Operations Officer <b>Approved by:</b> José L. Banda, Superintendent</p>
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## **I. OVERVIEW / HISTORY**

The Railyards property is located just north of Downtown and south of the River District. Downtown Railyard Venture LLC has applied to the City of Sacramento to develop a mixed-use, transit oriented project on the property. The 244-acre project is intended to transform the historic Union Pacific site into a dynamic, urban environment featuring a state-of-the-art mass transit hub that will serve residents, workers, and visitors. The development project is proposed to include the following:

- 6,000-10,000 dwelling units
- 514,270 square feet of retail
- 2,757,027 - 3,857,027 square feet of office use
- 771,405 square feet of flexible mixed use
- 1,228,000 square feet of medical campus; including a Kaiser Medical Center
- 1,100 hotel rooms
- 485,390 square feet of historic and cultural uses
- 33 acres of open space
- A soccer stadium with 19,621 seats, and potential to expand to approximately 25,000 seats

Vice President Hansen, Superintendent Banda, Staff and Legal Counsel, Harold Freiman, have been meeting with representatives of Downtown Railyards Venture LLC to set forth the terms and conditions under which Developer will (1) provide a school site for and fund a new elementary school within the boundaries of the Property to accommodate students from the development project, (2) fund its proportionate share of the cost of additional elementary school facilities (which may include a second elementary school) to accommodate students from the Project that cannot be housed in the new elementary school, and (3) provide additional funding for costs of interim or permanent facilities to accommodate Project Students (inclusive of grades K-12).

## **II. DRIVING GOVERNANCE**

- BP 7000 Concepts And Roles
- BP 7131 Relations With Local Agencies
- BP 7150 Site Selection And Development
- BP 7210 Facilities Financing
- EC 17213 School Sites
- EC 17620 Authority To Levy Fees For School Construction
- GC 65995 Fees For Construction Of School Facilities
- GC 65996 School Facilities Mitigation



**III. BUDGET**

N/A

**IV. GOALS AND OBJECTIVES**

To provide for quality educational facilities to accommodate students within the Project and to memorialize the agreements and understandings regarding funding and construction of such facilities, statutory school fees, mitigation payments, state funding and other matters pertaining to school facilities mitigation.

**V. MAJOR INITIATIVES**

Mitigating impacts to District school facilities.

**VI. RESULTS**

Construction of school facilities to accommodate development.

**VII. LESSONS LEARNED / NEXT STEPS**

Implementation of Railyards Project School Facilities Agreement.



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.6

**Meeting Date:** November 3, 2016

**Subject:** Health Benefits and Pension Cost Update

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

**Division:** Business Services

**Recommendation:** N/A

**Background/Rationale:** At the last Board Meeting of October 20, 2016, we presented that the District has an unfunded Other Post-Employment Benefits (OPEB) Liability of \$618.8 Million. In addition to this unfunded liability, the District is seeing 10% increases in health benefits per year. These health benefit increases are not experienced by most districts, as many of them have health benefit caps or employees contribute to them. Another ongoing cost that all LEAS are incurring is ongoing pension cost. The Local Control Funding Formula (LCFF) needs to cover these ongoing increases in pensions that LEAs did not have to cover prior to LCFF. These increases in pensions are equivalent to \$26.9 million in next five years.

**Financial Considerations:** Health benefits and pension cost increases in the next five years are estimated to cost the District \$83.5 million.

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

**Documents Attached:**

1. N/A – Power Point will be presented at the Board Meeting

**Estimated Time of Presentation:** 5 Minutes  
**Submitted by:** Gerardo Castillo, CPA, Chief Business Officer  
**Approved by:** José L. Banda, Superintendent



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 11.1

**Meeting Date:** November 3, 2016

**Subject:** Business and Financial Information

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

**Division:** Business Services

**Recommendation:** Receive business and financial information.

**Background/Rationale:**

- Enrollment and Attendance Report for Month 1 Ending September 23, 2016

**Financial Considerations:** Reflects standard business information.

**LCAP Goal(s):** Family and Community Empowerment; College, Career and Life Ready Graduates

**Documents Attached:**

1. Enrollment and Attendance Report for Month 1 Ending September 23, 2016

**Estimated Time:** N/A

**Submitted by:** Gerardo Castillo, CPA, Chief Business Officer

**Approved by:** José L. Banda, Superintendent



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
ENROLLMENT AND ATTENDANCE REPORT  
MONTH 1, ENDING FRIDAY, SEPTEMBER 23, 2016  
TRADITIONAL SCHOOLS

ELEMENTARY TRADITIONAL	REGULAR ENROLLMENT			Special Education Grades K-6	TOTAL MONTH END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE		
	Kdgn	Grades 1-3	Grades 4-6				2016-2017 Actual Attendance	Cum Attd Days /16 2016-2017	PERCENTAGE 2016-2017
Abraham Lincoln Elementary	74	202	191	4	471	96.17%	449.13	96.17%	
Alice Birney Waldorf-Inspired K8	79	177	181	0	437	97.13%	425.13	97.13%	
Bret Harte Elementary	23	104	125	33	285	94.87%	273.94	94.87%	
Caleb Greenwood	71	237	177	5	490	97.55%	475.13	97.55%	
Camellia Basic Elementary	75	186	189	9	459	98.69%	457.06	98.69%	
Capital City School	3	11	24	0	38	87.08%	25.69	87.08%	
Caroline Wenzel Elementary	40	103	118	48	309	95.35%	290.75	95.35%	
Cesar Chavez ES	0	0	392	14	406	96.57%	379.63	96.57%	
Crocker/Riverside Elementary	94	276	292	0	662	98.02%	638.69	98.02%	
David Lubin Elementary	85	205	233	23	546	96.45%	509.75	96.45%	
Earl Warren Elementary	47	185	225	16	473	97.63%	463.44	97.63%	
Edward Kemble Elementary	163	375	0	9	547	96.35%	526.50	96.35%	
Elder Creek Elementary	96	322	347	0	765	97.03%	747.19	97.03%	
Ethel I Baker Elementary	108	283	312	0	703	96.41%	659.38	96.41%	
Ethel Phillips Elementary	70	216	221	14	521	96.62%	499.63	96.62%	
Father Keith B Kenny K-8 School	57	163	137	0	357	95.21%	331.75	95.21%	
Genevieve Didion Elementary	68	204	211	12	495	97.81%	482.63	97.81%	
Golden Empire Elementary	72	237	263	15	587	97.46%	572.81	97.46%	
H W Harkness Elementary	66	143	150	10	369	97.12%	354.56	97.12%	
Hollywood Park Elementary	43	135	125	45	348	96.75%	334.44	96.75%	
Home/Hospital	5	16	53	8	82	100.00%	21.04	100.00%	
Hubert H. Bancroft Elementary	96	159	197	22	474	96.76%	454.81	96.76%	
Isador Cohen Elementary	32	104	110	8	254	95.94%	240.44	95.94%	
James W Marshall Elementary	55	163	185	20	423	97.29%	408.88	97.29%	
John Bidwell Elementary	43	139	165	10	357	97.80%	331.38	97.80%	
John Cabrillo Elementary	43	137	148	49	377	96.34%	359.88	96.34%	
John D Sloat Elementary	49	90	88	21	248	95.88%	228.13	95.88%	
John H. Still K-8	108	296	272	11	687	96.47%	661.94	96.47%	
John Morse Therapeutic Center	0	0	0	37	37	95.90%	35.13	95.90%	
Leataata Floyd Elementary	56	151	120	18	345	95.86%	339.75	95.86%	
Leonardo da Vinci K - 8 School	119	280	282	40	721	97.44%	701.06	97.44%	
Mark Twain Elementary	48	124	143	24	339	96.32%	329.19	96.32%	
Martin Luther King Jr Elementary	34	140	157	33	364	96.40%	348.13	96.40%	
Matsuyama Elementary	73	281	274	10	638	98.00%	615.56	98.00%	
Nicholas Elementary	99	258	280	17	654	96.11%	628.88	96.11%	
O W Erlewine Elementary	57	121	128	14	320	96.97%	291.88	96.97%	
Oak Ridge Elementary	83	253	240	5	581	96.14%	547.50	96.14%	
Pacific Elementary	134	308	283	0	725	96.54%	690.19	96.54%	
Parkway Elementary School	90	237	244	33	604	95.58%	586.19	95.58%	
Peter Burnett Elementary	73	231	255	25	584	96.61%	559.75	96.61%	
Phoebe A Hearst Elementary	99	288	289	0	676	98.40%	654.50	98.40%	
Pony Express Elementary	36	163	188	10	397	96.94%	383.63	96.94%	
Rosa Parks K-8 School	47	143	163	12	365	96.67%	355.94	96.67%	
Sequoia Elementary	61	181	222	6	470	97.58%	463.56	97.58%	
Success Academy K-8	0	0	9	0	9	92.54%	7.75	92.54%	
Susan B Anthony Elementary	47	145	124	0	316	97.87%	309.94	97.87%	
Sutterville Elementary	54	191	268	6	519	98.14%	503.63	98.14%	
Tahoe Elementary	64	130	129	36	359	94.76%	266.69	94.76%	
Theodore Judah Elementary	95	214	225	18	552	97.37%	539.19	97.37%	
Washington Elementary	65	67	55	0	187	97.46%	180.00	97.46%	
William Land Elementary	54	196	153	0	403	97.79%	395.00	97.79%	
Woodbine Elementary	23	112	132	20	287	96.74%	285.94	96.74%	
<b>TOTAL ELEMENTARY SCHOOLS</b>	<b>3,325</b>	<b>9,215</b>	<b>9,645</b>	<b>789</b>	<b>22,974</b>	<b>96.89%</b>	<b>21,962.74</b>	<b>96.89%</b>	

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 1, ENDING FRIDAY, SEPTEMBER 23, 2016  
 TRADITIONAL SCHOOLS

MIDDLE SCHOOLS	REGULAR ENROLLMENT			Special Education Grades 7-8	TOTAL MONTH- END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
	Grade 7	Grade 8	Total Grades 7-8			2016-2017 Actual Attendance	Cum Attd Days/16 2016-2017	PERCENTAGE 2016-2017
A M Winn Elementary K-8 Waldorf	19	17	36	0	36	95.71%	33.50	95.71%
Albert Einstein MS	325	342	667	46	713	97.68%	693.19	97.68%
Alice Birney Waldorf-Inspired K8	58	58	116	0	116	97.04%	112.56	97.04%
C K McClatchy HS	0	1	1	0	1	100.00%	1.00	100.00%
California MS	442	452	894	14	908	96.95%	874.25	96.95%
Capital City School	11	22	33	0	33	84.60%	27.13	84.60%
Father Keith B Kenny K-8 School	23	16	39	0	39	99.68%	39.19	99.68%
Fern Bacon MS	364	372	736	21	757	96.86%	725.69	96.86%
Genevieve Didion Elementary	60	53	113	0	113	98.56%	111.00	98.56%
Home/Hospital	6	6	12	1	13	100.00%	3.38	100.00%
John H. Still K-8	136	124	260	21	281	98.24%	276.00	98.24%
John Morse Therapeutic Center	0	0	0	19	19	91.75%	17.38	91.75%
Kit Carson MS	156	157	313	22	335	94.67%	317.25	94.67%
Leonardo da Vinci K - 8 School	66	59	125	14	139	98.00%	137.56	98.00%
Martin Luther King Jr Elementary	47	39	86	0	86	97.36%	83.00	97.36%
Rosa Parks K-8 School	213	187	400	44	444	96.63%	428.00	96.63%
Sam Brannan MS	203	230	433	52	485	96.37%	466.88	96.37%
School of Engineering and Science	128	112	240	0	240	97.23%	232.50	97.23%
Success Academy K-8	1	5	6	0	6	89.58%	5.38	89.58%
Sutter MS	561	573	1134	34	1168	98.23%	1145.88	98.23%
Will C Wood MS	320	305	625	21	646	97.22%	625.13	97.22%
<b>TOTAL MIDDLE SCHOOLS</b>	<b>3,139</b>	<b>3,130</b>	<b>6,269</b>	<b>309</b>	<b>6,578</b>	<b>97.14%</b>	<b>6,355.82</b>	<b>97.14%</b>

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 1, ENDING FRIDAY, SEPTEMBER 23, 2016  
 TRADITIONAL SCHOOLS

HIGH SCHOOLS	REGULAR ENROLLMENT					Total Grade 9-12	Special Education Grades 9-12	TOTAL MONTH- END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
	Continuation	Grade 9	Grade 10	Grade 11	Grade 12					2016-2017 Actual Attendance	Cum Attd Days/16 2016-2017
American Legion HS	271	0	0	0	0	271	0	271	86.90%	220.13	86.90%
Arthur A. Benjamin Health Prof	0	61	60	41	38	200	14	214	94.86%	200.88	94.86%
C K McClatchy HS	0	584	541	536	526	2188	86	2274	95.68%	2117.69	95.68%
Capital City School	0	17	52	70	149	288	0	288	81.16%	214.00	81.16%
Hiram W Johnson HS	0	407	344	339	319	1410	151	1561	94.66%	1429.50	94.66%
Home/Hospital	0	7	17	16	3	43	6	49	100.00%	13.50	100.00%
John F Kennedy HS	0	558	580	483	512	2134	106	2240	97.68%	2121.69	97.68%
Kit Carson MS	0	45	38	31	0	114	0	114	94.96%	108.38	94.96%
Luther Burbank HS	0	380	403	409	373	1566	157	1723	95.04%	1595.56	95.04%
Rosemont HS	0	375	345	335	264	1319	86	1405	97.05%	1336.00	97.05%
School of Engineering and Science	0	89	72	60	48	269	0	269	97.58%	264.75	97.58%
The Academy	0	0	3	1	0	4	0	4	83.93%	20.56	83.93%
West Campus HS	0	227	208	226	196	857	0	857	98.91%	847.00	98.91%
<b>TOTAL HIGH SCHOOLS</b>	<b>271</b>	<b>2,750</b>	<b>2,663</b>	<b>2,547</b>	<b>2,428</b>	<b>10,663</b>	<b>606</b>	<b>11,269</b>	<b>95.71%</b>	<b>10,489.63</b>	<b>95.71%</b>

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 1, ENDING FRIDAY, SEPTEMBER 23, 2016  
 TRADITIONAL SCHOOLS

DISTRICT TOTALS	TOTAL MONTH-END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
		2016-2017 Actual Attendance	Cum Attd Days/16	PERCENTAGE 2016-2017
			2016-2017	
ELEMENTARY	22,974	96.89%	21,963	96.89%
MIDDLE	6,578	97.14%	6,356	97.14%
HIGH SCHOOL	11,269	95.71%	10,490	95.71%
<b>TOTAL ALL DISTRICT SEGMENTS</b>	<b>40,821</b>	<b>96.58%</b>	<b>38,808</b>	<b>96.58%</b>

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
ENROLLMENT AND ATTENDANCE REPORT  
MONTH 1, ENDING FRIDAY, SEPTEMBER 23, 2016  
CHARTER SCHOOLS

2016-2017 DEPENDENT CHARTER SCHOOLS	REGULAR ENROLLMENT					Special Education Grades K-12	TOTAL MONTH-END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
	Kdgn	Grades 1-3	Grades 4-6	Grades 7-8	Grades 9-12			2016-2017 Actual Attendance	2016-2017	PERCENTAGE 2016-2017
Bowling Green-Mc Coy	61	211	189	0	0	8	469	97.50%	448.00	97.50%
Bowling Green-Chacon	53	150	150	0	0	0	353	98.09%	346.19	98.09%
George W. Carver SAS	0	0	0	0	287	8	295	96.37%	285.44	96.37%
New Joseph Bonnheim Charter	32	131	115	0	0	0	278	96.66%	263.35	96.66%
New Tech High	0	0	0	0	184	6	190	97.34%	180.90	97.34%
The Met High School	0	0	0	0	280	0	280	97.13%	271.19	97.13%
<b>TOTAL DEPENDENT CHARTER SCHOOLS</b>	<b>146</b>	<b>492</b>	<b>454</b>	<b>0</b>	<b>751</b>	<b>22</b>	<b>1,865</b>	<b>97.22%</b>	<b>1,795.06</b>	<b>97.22%</b>

2016-2017 INDEPENDENT CHARTER SCHOOLS	REGULAR ENROLLMENT					Special Education Grades K-12	TOTAL MONTH-END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
	Kdgn	Grades 1-3	Grades 4-6	Grades 7-8	Grades 9-12			2016-2017 Actual Attendance	2016-2017	PERCENTAGE 2016-2017
CA Montessori Project Capitol Campus	44	126	108	45			323	97.20%	313.94	97.20%
Capitol Collegiate Academy	67	142	69				278	96.27%	266.47	96.27%
Aspire Capitol Heights Academy	48	137	103				288	97.46%	272.70	97.46%
Language Academy	84	199	198	84			565	98.55%	556.00	98.55%
Oak Park Prep				141			141	97.31%	133.82	97.31%
PS 7 Elementary	67	139	208	146			560	96.24%	523.53	96.24%
Sacramento Charter HS					910		910	96.87%	863.71	96.87%
Sol Aureus College Preparatory	49	146	97	41			333	97.37%	319.84	97.37%
Yav Pem Suab Academy	56	192	187				435	97.07%	419.75	97.07%
<b>TOTAL INDEPENDENT CHARTER SCHOOLS</b>	<b>415</b>	<b>1,081</b>	<b>970</b>	<b>457</b>	<b>910</b>	<b>-</b>	<b>3,833</b>	<b>97.15%</b>	<b>3,669.76</b>	<b>97.15%</b>

<b>TOTAL CHARTER SCHOOLS</b>	<b>561</b>	<b>1,573</b>	<b>1,424</b>	<b>457</b>	<b>1,661</b>	<b>22</b>	<b>5,698</b>	<b>97.18%</b>	<b>5,464.83</b>	<b>97.18%</b>
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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 1, ENDING FRIDAY, SEPTEMBER 23, 2016  
 ADULT EDUCATION SCHOOLS

ADULT EDUCATION	ENROLLMENT	HOURS EARNED			2016-2017 CUMULATIVE ADA		
		CONCURRENT	OTHER	TOTAL	CONCURRENT	OTHER	TOTAL
A. Warren McClaskey Adult Center	613		49,898.00	49,898.00		95.04	95.04
Charles A. Jones Career & Education Center	981		88,263.00	88,263.00		168.12	168.12
<b>TOTAL ADULT EDUCATION</b>	<b>1,594</b>		<b>138,161.00</b>	<b>138,161.00</b>		<b>263.16</b>	<b>263.16</b>

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 1, ENDING FRIDAY, SEPTEMBER 23, 2016  
 GRADE BY GRADE ENROLLMENT

ELEMENTARY SCHOOLS	REGULAR CLASS ENROLLMENT							TOTAL
	Kdgn	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	REGULAR
A M Winn Elementary K-8 Waldorf	49	42	48	43	51	56	44	333
Abraham Lincoln Elementary	74	66	70	66	66	63	62	467
Alice Birney Waldorf-Inspired K8	79	53	62	62	59	62	60	437
Bret Harte Elementary	23	35	35	34	39	41	45	252
Caleb Greenwood	71	70	96	71	64	58	55	485
Camellia Basic Elementary	75	67	59	60	60	59	70	450
Capital City School	3	3	4	4	4	10	10	38
Caroline Wenzel Elementary	40	32	36	35	29	52	37	261
Cesar Chavez ES	0	0	0	0	135	147	110	392
Crocker/Riverside Elementary	94	92	92	92	96	98	98	662
David Lubin Elementary	85	83	50	72	82	72	79	523
Earl Warren Elementary	47	58	57	70	63	78	84	457
Edward Kemble Elementary	163	129	133	113	0	0	0	538
Elder Creek Elementary	96	113	101	108	116	116	115	765
Ethel I Baker Elementary	108	112	82	89	114	100	98	703
Ethel Phillips Elementary	70	70	71	75	79	67	75	507
Father Keith B Kenny K-8 School	57	63	56	44	40	60	37	357
Genevieve Didion Elementary	68	67	72	65	58	79	74	483
Golden Empire Elementary	72	72	81	84	86	94	83	572
H W Harkness Elementary	66	52	49	42	52	48	50	359
Hollywood Park Elementary	43	50	46	39	44	30	51	303
Home/Hospital	5	2	4	10	12	18	23	74
Hubert H. Bancroft Elementary	96	49	55	55	66	54	77	452
Isador Cohen Elementary	32	33	35	36	41	33	36	246
James W Marshall Elementary	55	66	48	49	53	70	62	403
John Bidwell Elementary	43	46	48	45	53	47	65	347
John Cabrillo Elementary	43	44	45	48	47	52	49	328
John D Sloat Elementary	49	29	27	34	22	34	32	227
John H. Still K-8	108	105	96	95	92	99	81	676
John Morse Therapeutic Center	0	0	0	0	0	0	0	0
Leataata Floyd Elementary	56	63	46	42	48	46	26	327
Leonardo da Vinci K - 8 School	119	93	93	94	94	95	93	681
Mark Twain Elementary	48	47	36	41	46	54	43	315
Martin Luther King Jr Elementary	34	48	38	54	46	65	46	331
Matsuyama Elementary	73	93	94	94	90	89	95	628
Nicholas Elementary	99	93	93	72	97	99	84	637
O W Erlewine Elementary	57	36	40	45	35	43	50	306
Oak Ridge Elementary	83	94	80	79	73	80	87	576
Pacific Elementary	134	97	107	104	106	89	88	725
Parkway Elementary School	90	80	96	61	79	82	83	571
Peter Burnett Elementary	73	73	85	73	63	98	94	559
Phoebe A Hearst Elementary	99	96	96	96	94	94	101	676
Pony Express Elementary	36	47	66	50	53	68	67	387
Rosa Parks K-8 School	47	46	48	49	43	60	60	353
Sequoia Elementary	61	60	57	64	71	85	66	464
Success Academy K-8	0	0	0	0	1	2	6	9
Susan B Anthony Elementary	47	64	46	35	48	41	35	316
Sutterville Elementary	54	70	69	52	87	92	89	513
Tahoe Elementary	64	48	39	43	51	45	33	323
Theodore Judah Elementary	95	70	72	72	82	74	69	534
Washington Elementary	65	24	23	20	19	20	16	187
William Land Elementary	54	67	57	72	62	58	33	403
Woodbine Elementary	23	37	36	39	40	43	49	267
<b>TOTAL</b>	<b>3,325</b>	<b>3,149</b>	<b>3,075</b>	<b>2,991</b>	<b>3,151</b>	<b>3,319</b>	<b>3,175</b>	<b>22,185</b>

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 1, ENDING FRIDAY, SEPTEMBER 23, 2016  
 CUMULATIVE TOTAL ABSENCES

ELEMENTARY	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
A M Winn Elementary K-8 Waldorf	352	168	5442	5610	97.01%
Abraham Lincoln Elementary	471	286	7186	7472	96.17%
Alice Birney Waldorf-Inspired K8	437	201	6802	7003	97.13%
Bret Harte Elementary	285	237	4383	4620	94.87%
Caleb Greenwood	490	191	7602	7793	97.55%
Camellia Basic Elementary	459	97	7313	7410	98.69%
Capital City School	38	61	411	472	87.08%
Caroline Wenzel Elementary	309	227	4652	4879	95.35%
Cesar Chavez ES	406	216	6074	6290	96.57%
Crocker/Riverside Elementary	662	206	10219	10425	98.02%
David Lubin Elementary	546	300	8156	8456	96.45%
Earl Warren Elementary	473	180	7415	7595	97.63%
Edward Kemble Elementary	547	319	8424	8743	96.35%
Elder Creek Elementary	765	366	11955	12321	97.03%
Ethel I Baker Elementary	703	393	10550	10943	96.41%
Ethel Phillips Elementary	521	280	7994	8274	96.62%
Father Keith B Kenny K-8 School	357	267	5308	5575	95.21%
Genevieve Didion Elementary	495	173	7722	7895	97.81%
Golden Empire Elementary	587	239	9165	9404	97.46%
H W Harkness Elementary	369	168	5673	5841	97.12%
Hollywood Park Elementary	348	180	5351	5531	96.75%
Home/Hospital	82	0	336.8	336.8	100.00%
Hubert H. Bancroft Elementary	474	244	7277	7521	96.76%
Isador Cohen Elementary	254	163	3847	4010	95.94%
James W Marshall Elementary	423	182	6542	6724	97.29%
John Bidwell Elementary	357	119	5302	5421	97.80%
John Cabrillo Elementary	377	219	5758	5977	96.34%
John D Sloat Elementary	248	157	3650	3807	95.88%
John H. Still K-8	687	388	10591	10979	96.47%
John Morse Therapeutic Center	37	24	562	586	95.90%
Leataata Floyd Elementary	345	235	5436	5671	95.86%
Leonardo da Vinci K - 8 School	721	295	11217	11512	97.44%
Mark Twain Elementary	339	201	5267	5468	96.32%
Martin Luther King Jr Elementary	364	208	5570	5778	96.40%
Matsuyama Elementary	638	201	9849	10050	98.00%
Nicholas Elementary	654	407	10062	10469	96.11%
O W Erlewine Elementary	320	146	4670	4816	96.97%
Oak Ridge Elementary	581	352	8760	9112	96.14%
Pacific Elementary	725	396	11043	11439	96.54%
Parkway Elementary School	604	434	9379	9813	95.58%
Peter Burnett Elementary	584	314	8956	9270	96.61%
Phoebe A Hearst Elementary	676	170	10472	10642	98.40%
Pony Express Elementary	397	194	6138	6332	96.94%
Rosa Parks K-8 School	365	196	5695	5891	96.67%
Sequoia Elementary	470	184	7417	7601	97.58%
Success Academy K-8	9	10	124	134	92.54%
Susan B Anthony Elementary	316	108	4959	5067	97.87%
Sutterville Elementary	519	153	8058	8211	98.14%
Tahoe Elementary	359	236	4267	4503	94.76%
Theodore Judah Elementary	552	233	8627	8860	97.37%
Washington Elementary	187	75	2880	2955	97.46%
William Land Elementary	403	143	6320	6463	97.79%
Woodbine Elementary	287	154	4575	4729	96.74%
<b>TOTAL</b>	<b>22,974</b>	<b>11,296</b>	<b>351,404</b>	<b>362,700</b>	<b>96.89%</b>



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 1, ENDING FRIDAY, SEPTEMBER 23, 2016  
 CUMULATIVE TOTAL ABSENCES

MIDDLE	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
A M Winn Elementary K-8 Waldorf	36	24	536	560	95.71%
Albert Einstein MS	713	263	11091	11354	97.68%
Alice Birney Waldorf-Inspired K8	116	55	1801	1856	97.04%
C K McClatchy HS	1	0	16	16	100.00%
California MS	908	440	13988	14428	96.95%
Capital City School	33	79	434	513	84.60%
Father Keith B Kenny K-8 School	39	2	627	629	99.68%
Fern Bacon MS	757	377	11611	11988	96.86%
Genevieve Didion Elementary	113	26	1776	1802	98.56%
Home/Hospital	13	0	54	54	100.00%
John H. Still K-8	281	79	4416	4495	98.24%
John Morse Therapeutic Center	19	25	278	303	91.75%
Kit Carson MS	335	286	5076	5362	94.67%
Leonardo da Vinci K - 8 School	139	45	2201	2246	98.00%
Martin Luther King Jr Elementary	86	36	1328	1364	97.36%
Rosa Parks K-8 School	444	239	6848	7087	96.63%
Sam Brannan MS	485	281	7470	7751	96.37%
School of Engineering and Science	240	106	3720	3826	97.23%
Success Academy K-8	6	10	86	96	89.58%
Sutter MS	1168	330	18334	18664	98.23%
Will C Wood MS	646	286	10002	10288	97.22%
<b>TOTAL</b>	<b>6,578</b>	<b>2,989</b>	<b>101,693</b>	<b>104,682</b>	<b>97.14%</b>

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 1, ENDING FRIDAY, SEPTEMBER 23, 2016  
 CUMULATIVE TOTAL ABSENCES

HIGH SCHOOL	ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
American Legion HS	271	531	3522	4053	86.90%
Arthur A. Benjamin Health Prof	214	174	3214	3388	94.86%
C K McClatchy HS	2274	1529	33883	35412	95.68%
Capital City School	288	795	3424	4219	81.16%
Hiram W Johnson HS	1561	1290	22872	24162	94.66%
Home/Hospital	49	0	216	216	100.00%
John F Kennedy HS	2240	805	33947	34752	97.68%
Kit Carson MS	114	92	1734	1826	94.96%
Luther Burbank HS	1723	1333	25529	26862	95.04%
Rosemont HS	1405	650	21376	22026	97.05%
School of Engineering and Science	269	105	4236	4341	97.58%
The Academy	4	63	329	392	83.93%
West Campus HS	857	149	13552	13701	98.91%
<b>TOTAL</b>	<b>11,269</b>	<b>7,516</b>	<b>167,834</b>	<b>175,350</b>	<b>95.71%</b>

	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
<b>TOTAL ALL SCHOOLS</b>	<b>40,821</b>	<b>21,801</b>	<b>620,931</b>	<b>642,732</b>	<b>96.61%</b>