



Putting  
Children  
First

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

## Board of Education Members

Jessie Ryan, President, (Trustee Area 7)  
Darrel Woo, Vice President, (Trustee Area 6)  
Michael Minnick, Second Vice President (Trustee Area 4)  
Jay Hansen, (Trustee Area 1)  
Ellen Cochrane, (Trustee Area 2)  
Christina Pritchett, (Trustee Area 3)  
Mai Vang, (Trustee Area 5)  
Sarah Nguyen, Student Member

**Thursday, January 18, 2018**

**4:30 p.m. Closed Session**

**6:00 p.m. Open Session**

## **Serna Center**

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

# AGENDA

**2017/18-12**

*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) Existing litigation pursuant to subdivision (a) of Government Code section 54956.9 (Case No. 15656 and Case No. 20883)
- 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 TCS, SCTA, SEIU, Teamsters, UPE, Unrepresented Management**

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

**3.4 Education Code Section 35146 – The Board will hear staff recommendations on the following student expulsions:**

- a) Expulsion #10, 2017-18
- b) Expulsion #11, 2017-18

- 6:00 p.m.     **4.0     CALL BACK TO ORDER/PLEDGE OF ALLEGIANCE**
- 4.1     *Broadcast Statement (Student Member Nguyen)*
- 4.2     *The Pledge of Allegiance will be led by Marc Vanchiasong, Senior at Luther Burbank High School.*
- *Presentation of Certificate by Member Vang.*
- 4.3     *In Recognition of Robert “Bob” Bone (Darrel Woo)*
- 6:05 p.m.     **5.0     ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION**
- 6:10 p.m.     **6.0     AGENDA ADOPTION**
- 6:15 p.m.     **7.0     SPECIAL PRESENTATION**
- 7.1     *Approve Resolution No. 2979: Recognition of Human Trafficking Awareness Month, January 2018 (Jessie Ryan and Christina Pritchett)*     10 minutes
- 7.2     *Approve Resolution No. 2980: Expanding Safe Haven Efforts (Jessie Ryan and Mai Vang)*     10 minutes
- 6:35 p.m.     **8.0     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.*
- 9.0     BOARD WORKSHOP/STRATEGIC PLAN AND OTHER INITIATIVES**
- 6:50 p.m.     9.1     *Sacramento City Unified School District’s (SCUSD) Improvement and Accountability Indicators: The Integration of the California School Dashboard and the SCUSD Performance and Targeted Action Index (Vincent Harris, Iris Taylor and Cathy Morrison)*     **Information**  
15 minute presentation  
10 minute discussion
- 7:15 p.m.     9.2     *Consider Resolution No. 2976 and 2977: Initial Charter Petition for Success Skills, Inc.: NorCal Trade and Tech (Jack Kraemer and Mike Brunelle)*     **Action**  
10 minute presentation  
10 minute discussion
- 7:35 p.m.     **10.0     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.*
- 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, Approval of Declared Surplus Materials and Equipment, Change Notices and Notices of Completion (Gerardo Castillo, CPA)*
- 10.1b *Approve Personnel Transactions 1/18/18 (Cancy McArn)*
- 10.1c *Approve Operational Memorandum of Understanding and Special Education Memorandum of Understanding for Gateway Community Centers: Sacramento Academic and Vocational Academy – SCUSD (Iris Taylor and Jack Kraemer)*
- 10.1d *Approve Mandatory Reporting to the Sacramento County Office of Education – Uniform Complaints Regarding the Williams Settlement Processed for the Period of October 2017 through December 2017 (Cancy McArn)*
- 10.1e *Approve Annual Adjustment to Bid Threshold per Public Contract Code §20111 (Gerardo Castillo)*
- 10.1f *Approve Rosemont High School Field Trip to Las Vegas, Nevada February 2-6, 2018 (Lisa Allen and Chad Sweitzer)*
- 10.1g *Approve Staff Recommendations for Expulsion #10, 2017-18 and #11, 2017-18 (Doug Huscher and Stephan Brown)*
- 10.1h *Approve Business and Financial Report: Warrants, Checks and Electronic Transfers Issued for the period of November 2017 (Gerardo Castillo)*
- 10.1i *Approve Certification of Dashboard Alternative School Status for John Morse Therapeutic Center (Vincent Harris and Iris Taylor)*
- 10.1j *Approve Resolution No. 2978: Resolution Regarding Central Kitchen Project, Transportation Facility and Career Technical Education Program Exemption From Local Zoning & Building Ordinances (Cathy Allen)*
- 10.1k *Approve Minutes of the December 7, 2017, Board of Education Meeting (Jorge A. Aguilar)*

## **11.0 COMMUNICATIONS**

7:37 p.m.

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

- TCS
- SCTA
- SEIU
- Teamsters
- UPE

**Information**  
3 minutes each

7:52 p.m.	<b>11.2 District Parent Advisory Committees:</b> <ul style="list-style-type: none"> <li>• Community Advisory Committee</li> <li>• District English Learner Advisory Committee</li> <li>• Local Control Accountability Plan/Parent Advisory Committee</li> </ul>	<b>Information</b> 3 minutes each
8:01 p.m.	<b>11.3 Superintendent's Report</b>	<b>Information</b> 5 minutes
8:06 p.m.	<b>11.4 President's Report</b>	<b>Information</b> 5 minutes
8:11 p.m.	<b>11.5 Student Member Report</b>	<b>Information</b> 5 minutes
8:16 p.m.	<b>11.6 Information Sharing By Board Members</b>	<b>Information</b> 10 minutes
8:26 p.m.	<b>11.7 Board Committee Reports</b> <ul style="list-style-type: none"> <li>• Board Facilities Committee</li> <li>• Board Budget Committee</li> <li>• Board Governance &amp; Policy Committee</li> <li>• Board Evaluation Committee</li> </ul>	<b>Information</b> 5 minutes
8:31 p.m.	<b>12.0 BUSINESS AND FINANCIAL INFORMATION/REPORTS</b>	<b>Receive Information</b>
	<b>12.1 Business and Financial Information:</b> <ul style="list-style-type: none"> <li>• Purchase Order Board Report of the Period of October 15, 2017 through November 14, 2017</li> <li>• Enrollment and Attendance Report for Month 3 Ending November 17, 2017</li> </ul>	
	<b>12.2 Head Start/Early Head Start Reports/Early Head Start Expansion Reports</b>	
8:33 p.m.	<b>13.0 FUTURE BOARD MEETING DATES / LOCATIONS</b>	
	✓ February 1, 2018 4:30 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47 <sup>th</sup> Avenue, Community Room, Regular Workshop Meeting	
	✓ February 15, 2018 4:30 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47 <sup>th</sup> Avenue, Community Room, Regular Workshop Meeting	
8:35 p.m.	<b>14.0 ADJOURNMENT</b>	
	<p><i>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 <a href="http://www.scusd.edu">www.scusd.edu</a></i></p>	





## SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 7.1

**Meeting Date:** January 18, 2018

**Subject:** Approve Resolution No. 2979: Recognition of Human Trafficking Awareness Month, January 2018

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

**Division:** Board Office

**Recommendation:** Approve Resolution No. 2979: Recognition of Human Trafficking Awareness Month, January 2018.

**Background/Rationale:** The Commercial Sexual Exploitation of Children is a somber problem impacting youth within our community, the state, and the nation. The prevention and intervention of Commercial Sexual Exploitation of Children is currently, and must remain a priority within Sacramento City Unified School District. The attached resolution recognizes the importance of such prevention and intervention efforts within the district.

**Financial Considerations:** None.

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

**Documents Attached:**

1. Resolution No. 2979: Recognition of Human Trafficking Awareness Month, January 2018

**Estimated Time of Presentation:** 10 minutes

**Submitted by:** Nathaniel Browning, Policy and Governance  
Manager for the Board of Education

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

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

**RESOLUTION NO. 2979**

**RECOGNITION OF HUMAN TRAFFICKING AWARENESS MONTH, JANUARY 2018**

**WHEREAS**, the California Child Welfare Council reports that the fast-growing criminal industry of commercial sexual exploitation affects 100,000-300,000 children a year nationally, with 11-14 being the most common ages of victims coerced into the industry, but human trafficking specialists in the Sacramento area have estimated ages even younger;

**WHEREAS**, there is a lack of available data on the impact of commercial sexual exploitation within our community, but the District, and others, strongly believe even one case of youth victimization is too many;

**WHEREAS**, the Commercial Sexual Exploitation of Children (CSEC) is a form of human trafficking and child abuse, where the child is treated as a commercial sexual object, involving the exchange of sexual activity for money or something of value;

**WHEREAS**, exploited children endure complex trauma that negatively affects psychosocial development, physical health, and academic engagement, which may manifest in chronic absenteeism, low academic performance, and increase the probability of school dropout;

**WHEREAS**, particularly vulnerable students disproportionately represented as a sexually exploited youth are often homeless, in the foster youth system, African American, LGBTQ, unaccompanied minors, undocumented, possess special education needs, and/or have had contact with the juvenile justice system;

**WHEREAS**, since 2009, the District has taken a leadership role in the development of bodies of work that help combat and prevent the Commercial Sexual Exploitation of Children and other exploitation/trafficking of youth in the Sacramento community;

**WHEREAS**, California Senate Bill 855: Human Services was signed on June 20, 2014 and outlined training and prevention and intervention services to be provided to caseworkers and vulnerable youth;

**WHEREAS**, California Senate Bill 794: Child Welfare Services was signed by the Governor on October 1, 2015 and requires county child welfare agencies and probation departments to implement policies and procedures to identify, document, and determine appropriate services for children and youth who are receiving child welfare services pursuant to federal law and are, or are at risk of becoming, victims of commercial sexual exploitation;

**WHEREAS**, California Senate Bill 1322: Commercial Sex Acts: Minors was signed September 26, 2016 and removes the criminal penalty for youth engaged in commercial sex trade as a victim of CSEC;

**WHEREAS**, California Assembly Bill 1227: Human Trafficking Prevention Education and Training Act was signed October 7, 2017 and requires school districts to ensure that all pupils in grades 7 to 12 receive comprehensive sexual health education. Under the act, this instruction includes, among other things, information about sexual harassment, sexual assault, adolescent relationship abuse, intimate partner violence, and sex trafficking; and

**WHEREAS**, the District is a party to a Sacramento County Commercially Sexually Exploited Children (CSEC) Program Interagency Protocol Memorandum of Understanding (MOU) currently being drafted whereas the parties of the MOU will form a CSEC Steering Committee to provide ongoing oversight and support to ensure the County agencies and partners effectively

collaborate to better identify and serve victims of commercial sexual exploitation and children at risk of becoming exploited.

**THEREFORE, BE IT RESOLVED**, that the Governing Board of the Sacramento City Unified School District stands in solidarity with staff, partners, community members, and all local agencies working to eliminate and address the CSEC crisis that exists in Sacramento;

**RESOLVED FURTHER**, that the Sacramento City Unified School District will infuse CSEC awareness, prevention and intervention into all applicable District units, policies and trainings, such as the biannual mandatory child abuse trainings;

**RESOLVED FURTHER**, prevention and intervention items will continue as capacity is built out through the hearing and placement office, student support and health services, and youth development departments;

**RESOLVED FURTHER**, that the District will create a policy that mirrors the requirements outlined in AB 1227;

**RESOLVED FURTHER**, to recognize that this is a District's priority and encourage the schools to engage their local communities and invest a portion of their local school autonomy allocation in a CSEC awareness and prevention program;

**RESOLVED FURTHER**, that District Staff will develop and implement a CSEC awareness and prevention model for every secondary school in the District by the 2019-2020 school year. This program will include, but is not limited to: 1) supplemental resources to support the prevention-education used with the required adopted comprehensive sexual health curriculum in a health course, 2) training for school staff, 3) a reference guide for school site use, and 4) a reporting strategy for annual updates to the Board and public; and, be it finally;

**RESOLVED**, that a proposed implementation plan, including budget, and timeline will be prepared for review and approval within 60 days of the adoption of the Superintendent's FY 2018-19 budget, subject to the availability of resources and the District's LCAP investment priorities, and will identify opportunities to re-purpose funds, leverage funds and seek new revenue;

**PASSED AND ADOPTED**, by the Sacramento City Unified School Board of Education on this 18<sup>th</sup> day of January, 2018, by the following vote:

A YES: \_\_\_\_

NOES: \_\_\_\_

ABSTAIN: \_\_\_\_

ABSENT: \_\_\_\_

ATTESTED TO:

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Jessie Ryan  
President of the Board of Education

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Christina Pritchett  
Board Member, Trustee Area 3

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Jorge A. Aguilar  
Secretary of the Board of Education



## SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 7.2

**Meeting Date:** January 18, 2018

**Subject:** Approve Resolution No. 2980: Expanding Safe Haven Efforts

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

**Division:** Board Office

**Recommendation:** Approve Resolution No. 2980: Expanding Safe Haven Efforts.

**Background/Rationale:** The SCUSD Board of Education passed a resolution in December 2016 declaring the District a Safe Haven, which launched a number of related efforts. The District will now focus on key policy areas that strengthen the original Safe Haven work and expand it to other topic areas and students. The approval of the attached resolution outlines the Safe Haven policy direction over the next six months, and acts as a call to action for community leaders, local advocacy groups, and partners to become engaged in the policy development process. This agenda item includes the initial drafting of a Board Policy focused on immigration enforcement activities as a starting point for the overall effort outlined in the resolution. The attached draft is based on sample policy language offered by the American Civil Liberties Union.

**Financial Considerations:** None.

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

**Documents Attached:**

1. Resolution No. 2980: Expanding Safe Haven Efforts
2. Initially drafted Board Policy: Immigration Enforcement Activities

**Estimated Time of Presentation:** 10 minutes

**Submitted by:** Nathaniel Browning, Policy and Governance  
Manager for the Board of Education

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

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

**RESOLUTION NO. 2980**

**EXPANDING SAFE HAVEN EFFORTS**

**WHEREAS**, on December 8, 2016 the SCUSD Board of Education declared Sacramento City Unified School District a Safe Haven by unanimously approving Resolution No. 2915: Recognition of A Safe Haven School District;

**WHEREAS**, the focus of the resolution is to safeguard students and families from the climate of fear and intolerance that ensued following the 2016 National election;

**WHEREAS**, the Board of Education launched a districtwide campaign in which materials and workshops were shared and promoted to empower students, educators and families with information on their legal rights and direct them to resources;

**WHEREAS**, policies and protocols were reviewed, updated and developed that further secured any personally identifiable information of any student, family member, or school employee who may be adversely effected by any current or future national policies or executive actions;

**WHEREAS**, events and displays focused on tolerance and inclusivity will continue across the District;

**WHEREAS**, Sacramento City Unified School District has been widely recognized by State Superintendent of Public Instruction Tom Torlakson and others across the state as a Safe Haven model because of these efforts;

**WHEREAS**, the District and its partners remain unequivocally committed to offering increased Safe Haven protections that ensure all students, families, and staff members—irrespective of their immigration status, ethnicity, race, religion, sexual orientation, ability, sex and gender identity and preference, socio-economic status or beliefs—an educational environment free from fear;

**WHEREAS**, the District and its partners, in today's uncertain national climate, recognize the need for a continued focus on creating a Safe Haven for students, families, and staff by developing additional policies related to further outlining the restrictions on immigration enforcement activities, and increasing protections and immigration-related sponsorship [Office1] opportunities for current and future district staff;

**WHEREAS**, the District also seeks to encompass a broader set of Safe Haven protections to include [Office2] a greater number of students' civil rights by undertaking future policy work around student contact with law enforcement on campus, and student questioning and apprehension;

**WHEREAS**, the District has already undertaken significant efforts around the restriction of federal enforcement of immigration on campus with the passage of the December 2016 Safe Haven Resolution, protocols developed in partnership with the Sacramento City Teachers Association, and the initial drafting of a Board Policy based on sample policy language offered by the American Civil Liberties Union; and

**WHEREAS**, The Sacramento City Unified School Board recognizes the expertise and importance of engaging community advocacy groups and partners to develop robust localized policies that best benefit our students, families and staff.

**NOW, THEREFORE, BE IT RESOLVED**, the Sacramento City Unified School District, in collaboration with community groups and partners, will focus on the aforementioned policy areas between now and the end of June 2018 in order to strengthen and grow Safe Haven projections for students, families and staff;

**RESOLVED FURTHER**, the Sacramento City Unified School Board calls upon community leaders, local advocacy groups, and partners to engage in monthly policy development dialog around the district's Safe Haven efforts in order to develop thoughtful and impactful policies that will build upon the Safe Haven work previously completed; and

**BE IT FINALLY RESOLVED**, that the Policy Committee of the Sacramento City Unified School Board will host monthly meetings were advocacy groups and partners are invited to help steer the direction of future Safe Haven policy within the district.

**PASSED AND ADOPTED**, by the Sacramento City Unified School Board of Education on this 18<sup>th</sup> day of January, 2018, by the following vote:

A YES: \_\_\_\_

NOES: \_\_\_\_

ABSTAIN: \_\_\_\_

ABSENT: \_\_\_\_

ATTESTED TO:

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Jessie Ryan  
President of the Board of Education

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Mai Vang  
Chair, Policy and Governance Committee

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Jorge A. Aguilar  
Secretary of the Board of Education

**BP####**

## **Immigration Enforcement Activities**

Immigration enforcement activities in and around schools create hardships and barriers to health and educational attainment for immigrant students, and establish a pervasive climate of fear, conflict, and stress that affects all District students, regardless of their background or immigration status.<sup>1</sup> The federal government has recognized the human cost associated with immigration enforcement on campus and declared that schools are “sensitive locations” at which immigration enforcement activity should not occur. Accordingly, federal immigration enforcement activities in and around District property<sup>2</sup> would be a severe disruption to the learning environment and educational setting for students.

The District is committed to providing a safe, welcoming, and inclusive learning environment for immigrant students and their families. The District is also committed to protecting the rights of immigrant students and their families through policies that prohibit information-sharing with local law enforcement and federal immigration authorities<sup>3</sup> to the fullest extent possible under the law.

The District shall not adopt or implement policies, practices, or procedures that exclude students from school based on their or their parents’ or guardians’ actual or perceived immigration status. Furthermore, District personnel shall treat all students equitably in the receipt of all school services, including, but not limited to, the free and reduced meal program, transportation, and educational instruction.

The specific provisions of this policy, which limit the District’s participation in immigration enforcement to the maximum extent permitted by law, are necessary to fulfill the District’s obligation to provide all students, regardless of their immigration status, equal access to education.

## **Prohibition Against Immigration Enforcement Activities by District or On-Campus**

Involving the enforcement of Federal civil immigration law establishes a climate of fear, conflict, and stress, and it 1) creates the perception that staff and School Resource Officers (SRO) are exercising federal immigration enforcement authority; 2) decreases the likelihood that students will cooperate with staff SROs, and officials based on fears that this could lead to their deportation or the deportation of family members; and 3) conflicts with the District’s constitutional obligation to provide equal educational opportunities to students regardless of their immigration status.

The District shall not enter into agreements with state or local law enforcement agencies, or any federal agency, to conduct or support immigration enforcement activities.

Local law enforcement partners shall acknowledge, through a signed Memorandum of Understanding (MOU), that they will not enforce federal immigration law, as outlined by the City of Sacramento’s

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<sup>1</sup> “Citizenship or immigration status” refers to all matters regarding citizenship, the authority to reside in or otherwise be present in the United States, the time or manner of a person’s entry into the United States, or any other civil immigration matter enforced by the Department of Homeland Security (“DHS”) or other federal agency charged with the enforcement of civil immigration law.

<sup>2</sup> District property includes, but is not limited to, all school sites, early education centers, adult school facilities, school buses, and District administrative offices.

<sup>3</sup> “Federal immigration authorities” means any officer, employee, or person otherwise paid by or acting as an agent of United States Immigration and Customs Enforcement (“ICE”) or any division thereof, or any other officer, employee, or person otherwise paid by or acting as an agent of the United States Department of Homeland Security (“DHS”) who is charged with the enforcement of civil immigration law.

Sanctuary City Resolution and the State of California's Sanctuary status as outlined by Senate Bill 54 (De León), and declare that they will not participate in immigration enforcement efforts with federal authorities. This means that law enforcement officers stationed at District schools shall not: hold individuals in custody on ICE detainees,<sup>4</sup> respond to ICE notification or transfer requests,<sup>5</sup> make arrests based on civil immigration warrants,<sup>6</sup> or allow ICE to use campus facilities for immigration enforcement purposes.

In accordance with these principles and general District policies restricting visitor access to school sites for school-related purposes only, the District shall deny requests by federal immigration authorities for access to a school site or to interview a student, unless authorities provide a lawfully signed warrant or exigent circumstances apply as outlined in law. Given the particular threat immigration enforcement poses to the learning environment, these requests shall be immediately forwarded to the Superintendent or designee as outlined by administrative regulations for review and a decision on whether to reverse the denial and allow access to the site or the student, and/or a decision on whether such access will conflict with District compliance with the legal principles articulated in *Plyler v. Doe* and other applicable laws.

(cf. BP 5145.11 *Questioning and Apprehension*)

This policy requires staff to develop Administrative Regulations that contain the following elements:

1. A protocol for a principal or designee to follow if federal immigration authorities request access to a school site or to interview a student by directly going to that school site.
2. A protocol for providing the federal immigration enforcement officer a private waiting room while credentials and other information is verified.
3. A protocol for the superintendent or designee to follow in reviewing the viability of the federal immigration authorities request for access. That protocol should include:
  - a. A process for confirming the agents' credentials and written authorization, signed warrant and other documentation instructing the agent to enter District property.
4. A protocol outlining next steps if a federal immigration enforcement agents satisfy the criteria for entering onto District property.
5. A protocol for the Superintendent or designee to monitor the agents' investigation. Such oversight includes prohibiting access to information, records, and areas beyond that specified in the warrant.
6. A protocol for interviewing students in a private location out of sight and hearing of other students, where parents, guardians and the principal or other are also able to attend the interview. The private interview will help avoid invading the student's privacy, jeopardizing the safety and welfare of other students, and further disruption of the school campus.

When federal immigration enforcement agents request access to a school site or to interview a student, the Superintendent and/or General Counsel shall ask for the agents' credentials, ask why the agents are requesting access, and ask to see a warrant signed by a federal or state judge. Federal immigration enforcement agents must provide to the Superintendent and/or General Counsel written authorization from ICE instructing them to enter District property, including the purpose of such entry, as well as a warrant signed by a federal or state judge which specifies the name of the person under arrest or area to be searched.

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<sup>4</sup> "Detainer" or "hold request" means a federal ICE request that a local law enforcement agency maintain custody of an individual currently in its custody beyond the time he or she would otherwise be eligible for release in order to facilitate transfer to ICE and includes, but is not limited to, DHS Form I-247D.

<sup>5</sup> "Notification request" means an ICE request that a local law enforcement agency inform ICE of the release date and time in advance of the public of an individual in its custody and includes, but is not limited to, DHS Form I-247N. "Transfer request" means an ICE request that a local law enforcement agency facilitate the transfer of an individual in its custody to ICE, and includes, but is not limited to, DHS Form I-247X.

<sup>6</sup> "Civil immigration warrant," also known as an administrative removal warrant, means any warrant for arrest for a violation of federal civil immigration law, and includes civil immigration warrants entered in the National Crime Information Center database.



If the federal immigration enforcement agents are not able to provide such written authority and warrant, the Superintendent and/or General Counsel shall prohibit their access to District property.

If the federal immigration enforcement agents satisfy the above criteria, the school site principal or his/her designee shall oversee the agents' investigation. Such oversight includes prohibiting access to information, records, and areas beyond that specified in the warrant. For student interviews, a private location out of sight and hearing of other students should be arranged, where practicable, that will help avoid invading the student's privacy, jeopardizing the safety and welfare of other students, and further disruption of the school campus. Any questioning of, or interaction with, students is impermissible, unless exigent circumstances apply. Subsequent Administrative Regulations will outline protocols around such exigent circumstances. The principal or designee shall discourage federal immigration enforcement agents from interviewing or escorting students through school hallways in view of students. The District expects that federal immigration enforcement agents will provide the principal or designee the opportunity to be present during any interview of a student.

The district shall refuse all informal requests by federal immigration authorities for voluntary access to student records, including requests to access student directory information and information that may be disclosed to law enforcement under the Family Education Rights and Privacy Act ("FERPA"), across all aspects of the District and to the fullest extent possible under the law.<sup>7</sup> If presented with an ICE Administrative Subpoena<sup>8</sup> for records, the District shall forward the subpoena to the Superintendent or designee, who will in turn inform the federal immigration authorities of the District's general policy against sharing student records. In the event the federal immigration authorities seek to enforce the subpoena in court, the District will oppose that motion and may appeal a court order enforcing the subpoena. The District will comply with any final court order enforcing an Administrative Subpoena issued to federal immigration authorities.

When required by judicial warrant<sup>9</sup> or other court order to provide federal immigration authorities' access to a student's records, the school site principal or designee shall comply with corresponding Administrative Regulations on this matter. The accompanying Administrative Regulations will include all sample legal documents identified within this document for staff reference and identification purposes.

(cf. BP/AR 5125: Student Records)

Absent a judicial warrant or other court order, federal immigration enforcement agents will not be permitted access to the school site, students, or student records. The District and its staff, faculty, employees, and campus police will not honor any ICE detainers or requests to obtain custody of a student.

Federal immigration authorities may take custody of a student only if they present a judicial warrant or court order that satisfies the criteria described in the above section.

In the event a student's parent or guardian has been arrested by federal immigration authorities, the District shall use the student's emergency card contact information and release the student to the person(s) designated as emergency contacts by the student's guardian. Alternatively, the District will release the student into the custody of any individual who presents a Caregiver's Authorization Affidavit<sup>10</sup> on behalf of the child. In the event there is no emergency contact listed or the emergency contact(s) are not able to take custody of the child, and no person with a Caregiver's Authorization Affidavit presents themselves on behalf

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<sup>7</sup> FERPA authorizes, but does not require, the District's voluntary disclosure of student directory information. The District will refuse any informal request for voluntary disclosure of student directory information.

<sup>8</sup> "ICE Administrative Subpoena" is a subpoena to require the testimony of witnesses or production of records.

<sup>9</sup> "Judicial warrant" means a warrant based on probable cause and issued by a state federal judge or a federal magistrate judge that authorizes federal immigration authorities to take into custody the person who is the subject of the warrant.

<sup>10</sup> Use of the Caregiver's Authorization Affidavit is authorized by Part 1.5 (commencing with Section 6550) of Division 11 of the California Family Code.

the child, the District will release the student to County Child Protective Services or local law enforcement whose jurisdiction possesses a Safe Haven or comparable policy.

## Student Information Privacy

District staff shall not require information that relates to students' or their families' immigration status, including, passport, a birth certificate, or other citizenship-related documents. District shall not request social security information. District personnel shall not inquire into a student's or a family member's immigration status.

District personnel who learn of information related to a student's or their family member's actual or perceived immigration status must keep that information confidential and therefore shall not record or distribute that information. District staff shall not initiate communication with federal immigration authorities or local, state, or federal law enforcement regarding a student's or their family member's personal information.

*(cf. BP 4119.23, 4219.23, 4319.23: Unauthorized Release of Confidential/Privileged Information)*  
*(cf. BP/AR 5125: Student Records)*  
*(cf. BP/AR 5125.1: Release of Directory Information)*

Pursuant to the Family Education Rights and Privacy Act ("FERPA"), District personnel shall not disclose to federal immigration authorities personally identifying information found in a student's education records without parental consent authorizing, or a judicial order mandating, the disclosure. Prohibited information-sharing under this policy includes, but is not limited to, disclosing information in a student's cumulative file relating to the student or their family member's immigration status.

District personnel shall follow this policy and not disclose, without parental consent, a student's immigration status, country of birth, or other personally identifiable information.<sup>11</sup>

*(cf. BP/AR 5125- Student Records)*  
*(cf. BP/AR 5116.1- Intradistrict Open Enrollment)*  
*(cf. BP 5117- Interdistrict Attendance)*  
*(cf. AR 5118- Transfers)*

~~District staff shall not initiate communication with federal immigration authorities or local, state, or federal law enforcement regarding a student's or their family member's personal information.~~ Categories of sensitive information about a student or family member that shall not be shared include:

1. Gender identity; Sexual orientation;
2. Status as a survivor of domestic violence;
3. Survivor of sexual assault;
4. Crime witness;
5. Recipient of public assistance;
6. Actual or perceived immigration or citizenship status;
7. National origin;
8. School discipline record; and
9. All information included in an individual's or household's income tax records.

Absent a judicial warrant or other court order, federal immigration authorities will not be permitted access to

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<sup>11</sup> FERPA authorizes, but does not require, the District's voluntary disclosure of student directory information. The District will therefore refuse any informal request for voluntary disclosure of student directory information.

student records. Any formal requests for information from federal immigration authorities shall be forwarded to the District Superintendent or designee for review. Consistent with the standards set forth in the paragraphs above, the District shall forward any judicial warrant, ICE Administrative Subpoena, or other subpoena for student records to the District's General Counsel for review, and shall not respond to any immigration related subpoena for records absent a court order enforcing the subpoena.

District shall not employ officers from, or enter into agreements for security services with, external law enforcement agencies that have agreements, policies, or procedures that promote or facilitate information sharing with federal immigration authorities, inconsistent with our own.

District recognizes that policies and procedures authorizing information sharing between law enforcement agencies and federal immigration authorities are not necessarily formal agreements. Information sharing can occur through unofficial agreements, policies, and practices, or unintentionally on shared databases. Accordingly, to prevent disclosure of student information, District will review the information-sharing agreements, policies, and procedures of every local law enforcement agency with which District intends to enter into a formal agreement for security or other services. If District is currently under an agreement with a local law enforcement agency for security services, District will review the local law enforcement agency's information sharing policies, procedures, and agreements for provisions that promote or facilitate information sharing with federal immigration authorities to ensure compliance with this policy, ~~to the greatest extent possible.~~

### **Procedures for Identifying and Reviewing Information Sharing Agreements**

To determine whether a local law enforcement agency has a problematic information sharing agreement or practice, the District shall consider the following:

- Whether the local law enforcement agency shares information on shared databases; and
- To what extent ~~Whether whether~~ the local law enforcement agency communicates with Immigration and Custom Enforcement (ICE), ~~and to what extent.~~

If the District employs officers from, or has security agreements with, a law enforcement agency that shares information with any federal immigration authorities, the District shall determine whether the operative agreements with the local law enforcement agency adequately protects students' personal information to the same degree as this policy. The District must immediately amend or render inoperative agreements, terms, and clauses that fail to ensure compliance with this policy.

### **Parental Notification**

If any federal immigration authority requests or gains access to a student or their records held by the school or District, Superintendent or designee must immediately notify the student's parent or guardian that the federal immigration authority sought access to the student, unless the court order or subpoena relates to a federal jury investigation or law enforcement purpose or relates to domestic or international terrorism (34 CFR § 99.31(a)(9)(ii); Ed Code §49077).

### **Data Tracking**

The following Administrative Regulation shall outline how the District shall track and monitor each instance, if any, of federal immigration authority request to access a school site, student records, or student; each instance when any federal immigration authority interviews a student on school grounds; and each instance when any federal immigration authority detains a student on school grounds.

The school principal or designee shall also notify the Superintendent and enter a written Incident Report the same day to detail any immigration enforcement activity involving a District student as outlined in

Administrative Regulations.

### **Training and Distribution of Policy**

The Superintendent shall develop a plan for training teachers, administrators and other staff on how to respond to federal immigration authorities who request information about students and families and/or attempt to enter school property. The training plan shall be outlined in the Administrative Regulations. The Superintendent shall create versions of this policy and accompanying Administrative Regulation in the District's Top five threshold languages and distribute it to all District families.

Policy SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
adopted: \_\_\_\_\_ Sacramento, California

DRAFT



## SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 9.1

**Meeting Date:** January 18, 2018

**Subject:** Sacramento City Unified School District's (SCUSD) Improvement and Accountability Indicators: The Integration of the California School Dashboard and the SCUSD Performance and Targeted Action Index

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

**Division:** Office of the Superintendent; Continuous Improvement and Accountability Office and Academic Office

**Recommendation:** Receive information about the reporting provided in the Fall 2017 California School Dashboard and the district's internal dashboard, the Performance and Targeted Action Index.

**Background/Rationale:** The California School Dashboard represents a common tool that stakeholders may use to understand student progress and achievement in the context of the state's priorities. The Dashboard's ratings are a helpful first step in shining a light on disparities among student groups. The district's internal dashboard will track the same – and more – student data and performance indicators in real time.

**Financial Considerations:** None

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

**Documents Attached:**

1. Executive Summary
2. California School Dashboard Equity Report
3. California School Dashboard Status and Change Report
4. California School Dashboard Detailed Report
5. California School Dashboard Student Group Report

**Estimated Time of Presentation:** 15 minutes

**Submitted by:** Vincent Harris, Chief Continuous Improvement and Accountability Officer

Iris Taylor, Chief Academic Officer

Cathy Morrison, LCAP/SPSA Coordinator

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

## **Board of Education Executive Summary**

### **Office of the Superintendent; Continuous**

### **Improvement and Accountability; Academic Office**

Sacramento City Unified School District's (SCUSD) Improvement and Accountability Indicators: The Integration of the California School Dashboard and the SCUSD Performance and Targeted Action Index  
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#### **I. OVERVIEW / HISTORY**

The State of California's new accountability system includes multiple measures, and addresses each of the eight state priorities outlined in the Local Control and Accountability Plan (LCAP). The multiple-measure state accountability system was officially released December 7, 2017, under the name California School Dashboard (Dashboard). Following this official launch, the Dashboard will be updated and released annually every fall. The Dashboard is the state's tool to identify areas of need in order to provide support for schools and districts in the new system of continuous improvement.

One of the limitations of the California School Dashboard is that the data is based on prior years' results. The district has developed an internal dashboard, the Performance and Targeted Action Index (PTAI), that will track student data and performance indicators in real time, allowing earlier interventions that are targeted to help the district's students reach their goals.

#### **II. DRIVING GOVERNANCE**

Statute (Education Code §52064.5) requires the adoption of evaluation rubrics for the following purposes:

- a. To assist a school district in evaluating its strengths, weaknesses, and areas that require improvement;
- b. To assist a county superintendent of schools in identifying school districts in need of technical assistance, and which intervention is warranted.

The evaluation rubrics (now known as the California School Dashboard) shall reflect a holistic, multidimensional assessment of school district and individual school site performance, and expectations for improvement in regard to each of the state priorities described in §52060. The state's design included a concise set of state indicators, and a methodology for establishing local performance indicators. State indicators are those for which the state already collects data; local indicators are those for which Local Education Agencies (LEA) self-assess and self-report.

The Dashboard plays a key role in California's school accountability system of continuous improvement. Based on the review of student group performance, Sacramento City Unified School District (SCUSD) meets the state's criteria for differentiated technical assistance. Under

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the Local Control Funding Formula (LCFF), County Offices of Education, the California Collaborative for Educational Excellence (CCEE), and the California Department of Education have specific responsibilities for providing assistance and support to districts.

### III. BUDGET

The implementation of the California School Dashboard presents no impact to the district budget. The development of the Performance and Targeted Action Index is funded by the Data System Process & Protocols Grant awarded by the College Futures Foundation, approved by the Board on June 22, 2017, and is being produced in partnership with the University of California, Merced.

### IV. GOALS, OBJECTIVES, AND MEASURES

The California School Dashboard represents a common tool that stakeholders may use to understand student progress and achievement in the context of the state's priorities. Every Local Education Agency in California (except alternative schools) is represented by a Dashboard.

The following measures are included in the Dashboard:

State Indicators	Local Indicators
<ul style="list-style-type: none"><li>• Chronic Absenteeism</li><li>• Suspension Rate</li><li>• English Learner Progress Indicator</li><li>• Graduation Rate</li><li>• Academic Indicator (ELA/Math)</li><li>• College-Career Indicator</li></ul>	<ul style="list-style-type: none"><li>• Basic Services</li><li>• Implementation of State Standards</li><li>• Parent Involvement</li><li>• School Climate</li></ul>

The Performance and Targeted Action Index includes sub-elements that align to the California School Dashboard, and other sub-elements that reflect interim steps for ensuring that students make progress, and stay on track.



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#### Data Sources and Methodology used for State Indicators

The official release of the California School Dashboard includes the most recent data available that is collected by the state. The data for status and change varies by indicator as shown below. Full information about the calculation of each indicator is included in the technical manual found at <https://www.cde.ca.gov/ta/ac/cm/documents/dashboardguidefall17.pdf>.

Indicator	Status Year(s)	Change Year(s)
Chronic Absenteeism	2016-17 chronic absence rate (status reported in DataQuest)	Not applicable yet
Suspension	2016-17 suspension rate	2015-16 suspension rate
English Learner Progress	2016-17 CELDT and LTEL and 2015-16 reclassification	2015-16 CELDT and LTEL and 2014-15 reclassification
Graduation Rate	Class of 2016 four year cohort rate	Average of the previous three years' cohort rate
College/Career	Class of 2016 graduates (status only reported)	Not applicable yet
Academic Indicator	2016-17 CAASPP English Language Arts and Math Grades 3 - 8	2015-16 CAASPP English Language Arts and Math grades 3 - 8

#### **Chronic Absenteeism:**

The state has collected data for the 2016-17 year, which serves as the Status for districts and schools. The Change calculation and color performance rating will be included in the Fall 2018 Dashboard. On the Fall 2017 Dashboard, this indicator is linked to the California Department of Education DataQuest site, which allows users to view chronic absenteeism rates by district, school, segment and more.

#### **Suspension Rate:**

For this indicator, Status is the percent of students who were suspended in the current school year. The suspension rate is calculated by dividing the number of students suspended by the cumulative enrollment multiplied by 100. Change is the previous year rate subtracted from the current year rate.

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#### **English Learner Progress Indicator:**

The calculation for this indicator was modified for the Fall 2017 Dashboard. It is a composite indicator using English Learner student progress towards English proficiency on the annual California English Learner Development Test (CELDT) and also weights the English Learner students who were reclassified as fluent. Status is comprised of: Annual CELDT test takers who increase at least one level; CELDT test takers who maintain proficiency in the Early Advanced/Advanced levels; English Learner students who were reclassified in the prior year and Long-Term English Learners who increased at least one level on the CELDT, divided by the total number of CELDT takers in the current year plus the number of English Learners who were reclassified in the prior year.

In the next year, this indicator will be modified by the state to incorporate the new test for English Learner proficiency, the ELPAC, as the CELDT is phased out.

#### **Graduation Rate:**

The Graduation Rate indicator is based on four-year cohort graduation rates. Status for the Class of 2016 graduation rate is the number of students who earn a high school diploma, divided by the total number of students who entered grade 9 in the 2012-13 school year. Change is determined by subtracting a three year weighted average from the current year status, which is unique to this indicator. Because the Graduation Rate indicator does not include alternative schools, the district's graduation rate as reported by the California School Dashboard does not match what is reported on the California Department of Education's DataQuest site.

#### **College/Career Indicator:**

Fall 2017 is the first year of reporting for the College/Career Indicator (CCI). Status is determined by a student's placement on one of three levels: Prepared, Approaching Prepared, and Not Prepared. High school graduates are Prepared when they meet at least one of these measures in addition to receiving a diploma:

- Score of Level 3 or higher on both English Language Arts and Mathematics Smarter Balanced assessments in 11<sup>th</sup> grade
- Score of 3 or higher on two Advanced Placement exams
- Score of 4 or higher on two International Baccalaureate exams
- Completion of two semesters (or three quarters) of college course work with a grade of C- or better

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- Completion of the University of California and California State University a-g requirements
- Completion of a Career Technical Education (CTE) Pathway with a grade of C- or better in the capstone class, plus additional criteria (Level 3 on the SBAC, college coursework, Advanced Placement exam support)

As this is the first year, there is no Change calculation or color performance rating for the CCI. The state has indicated that this model is still under development. There are future changes anticipated, such as the incorporation of new measures, particularly for career.

#### **Academic Indicator (English Language Arts and Mathematics)**

The academic indicator uses the California Assessment of Student Performance and Progress (CAASPP) scale scores for grades 3 through 8. The methodology for Status averages the distance from Level 3 (also known as "Met") to produce a school-level, district-level, or student group level score. Change is the previous year rate subtracted from the current year rate.

#### **Technical Assistance and Continuous Improvement**

California's new accountability and continuous improvement system is based on a three-tiered framework, with the first tier made up of resources and assistance available to all local education agencies. Differentiated assistance is the second tier of assistance that is required by statute to provide to districts that meet certain eligibility criteria. The third tier is intensive intervention, which is generally required based on persistent performance issues over a period of time.

Based on a review of the district's student group performance on Dashboard indicators, SCUSD has been identified as meeting the criteria for Level 2 differentiated technical assistance based on the **red** performance rating of these student groups in these State Priorities/indicators:

Student Group	English/Language Arts and Math	Graduation Rate	Suspension Rate
Foster Youth	X	X	X
Students with Disabilities	X	X	X
African-American students	X		X
Homeless	X		X

## Board of Education Executive Summary

### Office of the Superintendent; Continuous

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Differentiated technical assistance will follow this approach:

- The state will not dictate a specific set of interventions or establish top-down directives for improvement strategies.
- Sacramento County Office of Education is required to offer assistance to identify underlying causes, possible solutions, resources or expertise.
- There is no requirement to create a new improvement plan. Instead, SCUSD will be expected to leverage the Local Control and Accountability Plan (LCAP) process to strengthen/change the LCAP through the annual update cycle.
- The assistance is not limited to the student groups and indicators that led to identification.

#### V. MAJOR INITIATIVES

The California School Dashboard builds on the foundations of LCFF, state priorities and implementation of new student academic standards and assessments. Use of the information provided by the Dashboard will increase district and school capacity and drive continuous improvement. Differentiated assistance will be tailored to locally identified needs, rather than imposed as a one-size-fits-all solution.

The Equity, Access and Social Justice principle that is the driving theory of action for SCUSD provides that all students are given an equal opportunity to graduate with the greatest number of postsecondary choices from the widest array of options. The alignment of the state Dashboard with the district's improvement and accountability indicators ensures that these defining points are held true:

- Equity, Access and Social Justice requires displaying data in real-time in such a way that data triggers a moral call to action irrespective of parent advocacy or (in)ability to navigate our Sacramento City Unified system;
- Equity, Access, and Social Justice act as a "check and balance" to ensure that "downdrafting" practices, procedures, processes, and traditions are identified and researched to determine the purpose of their continued use; and
- Equity, Access, and Social Justice is about respecting the value of data and establishing a continuous improvement and accountability framework that is transparent and looks at data by student, by name, by need, and by *inequity and injustice!*

## **Board of Education Executive Summary**

### **Office of the Superintendent; Continuous**

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Sacramento City Unified School District's (SCUSD) Improvement and Accountability Indicators: The Integration of the California School Dashboard and the SCUSD Performance and Targeted Action Index  
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#### **VI. RESULTS**

Sacramento City Unified embraces the use of data to identify and reduce academic, socio-emotional, and discipline disparities within our system. It is extremely concerning that many of our student groups are experiencing poorer outcomes, while encountering obstacles to success at higher rates, than others. The California School Dashboard provides a helpful first step by shining a light on different areas of disparities. The district acknowledges these findings and will work arduously toward identifying programmatic changes to better support our lowest-performing student groups in the district's Local Control and Accountability Plan (LCAP).

Recognizing that the California School Dashboard is based on prior year results and that students deserve that conditions be changed in the present to advance equity, access and social justice in our schools, the district's internal dashboard will track the same – and more - student data and performance indicators in real-time. This system will help us monitor and understand the conditions that are resulting in positive outcomes for some students; while identifying high risk and lower performing students earlier in the school year, allowing us to intervene and help these students overcome obstacles before it is too late.

Through active and systematic use of the California School Dashboard and the Performance and Targeted Action Index, we expect that our district will become an active learning organization that improves student outcomes.

#### **VII. LESSONS LEARNED / NEXT STEPS**

- District leadership will use the state indicators and local indicators contained in the Dashboard and the Performance and Targeted Action Index (PTAI) to understand areas of strength, need, and performance gaps to help inform the development of the district's LCAP and the Single Plan for Student Achievement (SPSA) at school sites.
- The PTAI will be used by school sites to identify students in need of support and intervention, and to inform the development of the SPSA.
- A series of Town Hall meetings will be scheduled in the spring to help parents, students and community members understand how these systems work together to support improved student outcomes.

## **Board of Education Executive Summary**

### **Office of the Superintendent; Continuous**

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- A California School Dashboard hands-on workshop will be offered at the Serna Center on January 29, during the Parent Information Exchange meeting at 11:30 a.m., and again at 6:00 p.m.

# California School Dashboard Equity Report

<https://caschooldashboard.org/#/Details/34674390000000/3/EquityReport>



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## Equity Report



### Sacramento City Unified - Sacramento County

List of all schools in this district

Enrollment: 41,085Socioeconomically Disadvantaged: 70.3%English Learners: 19.8%Foster Youth: 0.6%Dashboard Release:  
Grade Span: K-AdultCharter School: NoFall 2017

Equity ReportStatus and Change ReportDetailed ReportStudent Group Report





The Equity Report shows the performance levels for all students on the state indicators. It also shows the total number of student groups that received a performance level for each indicator and how many of those student groups are in the two lowest performance levels (Red/Orange). The total number of student groups may vary due to the number of grade levels included within each indicator. Select any of the underlined indicators for more detailed information.

State Indicators	All Students Performance	Total Student Groups	Student Groups in Red/Orange
<a href="#">Chronic Absenteeism</a>	N/A	N/A	N/A
<a href="#">Suspension Rate (K-12)</a>		13	11
<a href="#">English Learner Progress (1-12)</a>		1	0
<a href="#">Graduation Rate (9-12)</a>		12	8
<a href="#">College/Career (9-12)</a> <small>Select for one year of available data</small>	N/A	N/A	N/A
<a href="#">English Language Arts (3-8)</a>		13	11
<a href="#">Mathematics (3-8)</a>		13	10

Select any of the underlined local indicators to see the local data for those with a met rating.

Local Indicators	Ratings
<a href="#">Basics (Teachers, Instructional Materials, Facilities)</a>	Met
<a href="#">Implementation of Academic Standards</a>	Met
<a href="#">Parent Engagement</a>	Met
<a href="#">Local Climate Survey</a>	Met


Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)

An asterisk (\*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.

# California School Dashboard Status and Change Report

<https://caschooldashboard.org/#/Details/34674390000000/3/Status>



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## Status and Change Report

### Sacramento City Unified - Sacramento County

List of all schools in this district






Enrollment: 41,085 Socioeconomically Disadvantaged: 70.3% English Learners: 19.8% Foster Youth: 0.6%

Grade Span: K-Adult Charter School: No




Dashboard Release: Fall 2017

Equity Report Status and Change Report Detailed Report Student Group Report

The status and change report provides the performance level for all students on state indicators. It also shows how the current year (status) compares to prior years (change) for each state indicator. Status and change each have five possible levels, which are displayed with the data for each indicator. Select any of the underlined indicators for more detailed information.

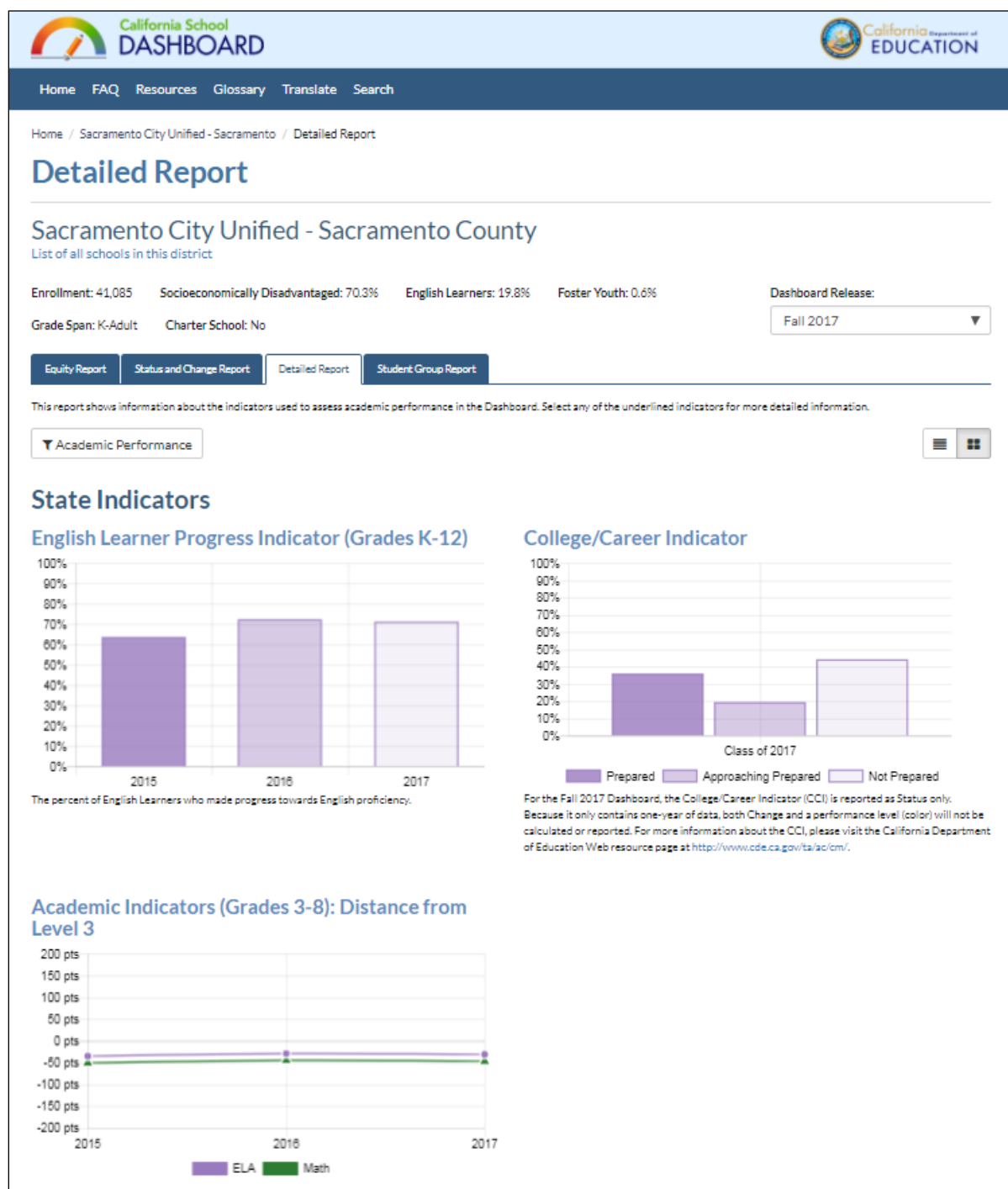
State Indicators	All Students Performance	Status	Change
<a href="#">Chronic Absenteeism</a>	N/A	N/A	N/A
<a href="#">Suspension Rate (K-12)</a>		High 6%	Increased +0.6%
<a href="#">English Learner Progress (1-12)</a>		Medium 71.3%	Maintained -1.1%
<a href="#">Graduation Rate (9-12)</a>		Medium 86.6%	Declined -1.8%
<a href="#">College/Career (9-12)</a> <a href="#">Select for one year of available data</a>	N/A	Medium 26.1%	N/A
<a href="#">English Language Arts (3-8)</a>		Low 21.7 points below level 3	Declined -3.3 points
<a href="#">Mathematics (3-8)</a>		Low 46.7 points below level 3	Maintained -1.2 points

Performance Levels:

 Red (Lowest Performance)  Orange  Yellow  Green  Blue (Highest Performance)

An asterisk (\*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.





California School Dashboard Student Group Report

<https://caschooldashboard.org/#/Details/34674390000000/3/StudentGroupReport>

### Student Group Report

#### Sacramento City Unified - Sacramento County

List of all schools in this district

Enrollment: 41,085

Socioeconomically Disadvantaged: 70.3%

English Learners: 19.8%

Foster Youth: 0.6%

Dashboard Release: Fall 2017

Grade Span: K-Adult

Charter School: No

Equity Report

Status and Change Report

Detailed Report

Student Group Report

This report shows the performance levels for all students and for each student group on the state indicators. Select any of the underlined indicators for more detailed information.

State Indicators	All Students	English Learners	Foster Youth	Homeless	Socioeconomically Disadvantaged	Students with Disabilities	African American	American Indian	Asian	Filipino	Hispanic	Pacific Islander	Two or More Races	White
Chronic Absenteeism <sup>(*)</sup>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Suspension Rate (K-12)														
English Learner Progress (1-12)		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Graduation Rate (9-12)								.						
English Language Arts (3-8)														
Mathematics (3-8)														

Performance Levels:

Red (Lowest Performance) Orange Yellow Green Blue (Highest Performance)

An asterisk (\*) shows that the student group has fewer than 11 students and is not reported for privacy reasons. The performance level (color) is not included when there are fewer than 30 students in any year used to calculate status and change. An N/A means that data is not currently available.



## SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 9.2

**Meeting Date:** January 18, 2018

**Subject:** Consider Resolution No. 2976 or 2977: Initial Charter Petition for Success Skills, Inc.: NorCal Trade and Tech

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

**Division:** Academic Office

**Recommendation:** To take action to approve or deny the Initial Charter Petition for Success Skills, Inc.: NorCal Trade and Tech

**Background/Rationale:** Sacramento City Unified School District received Success Skills, Inc.: NorCal Trade and Tech's initial charter petition on October 17, 2017. District staff met with NorCal Trade and Tech for a capacity interview on November 1, 2017 and conducted a comprehensive review of the initial charter petition and related submissions. The Governing Board held a public hearing in accordance with Education Code Section 47605 (b) to consider the level of support for the initial charter petition of NorCal Trade and Tech on November 16, 2017. The staff's analysis was presented for Board Action on December 7, 2017. Thereafter on that date, NorCal Trade and Tech and the Governing Board mutually agreed to extend Board Action to January 18, 2018 to enable NorCal Trade and Tech to provide written clarification on numerous matters within the Petition. NorCal Trade and Tech timely submitted their Response on December 19, 2017. The staff's analysis incorporating the Response will be presented for Board Action on January 18, 2018.

**Financial Considerations:** The financial considerations are outlined within the Executive Summary.

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

**Documents Attached:**

1. Executive Summary
2. Resolutions 2976 and 2977
3. Charter Petition (Proposed): <http://www.scusd.edu/charter-petitions>
4. Appendices (Proposed): <http://www.scusd.edu/charter-petitions>
5. NorCal Trade and Tech Response: <http://www.scusd.edu/charter-petitions>

**Estimated Time of Presentation:** 10 minutes

**Submitted by:** Iris Taylor, Chief Academic Officer

Jack Kraemer, Innovative Schools and Charter  
Oversight, Director

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

# Board of Education Executive Summary

## Academic Office

Approve Resolution No. 2976 or 2977: Initial Charter Petition for Success Skills, Inc.: NorCal Trade and Tech  
January 18, 2018



### I. OVERVIEW / HISTORY

#### *Action Proposed:*

Sacramento City Unified School District (“District”) Staff and legal counsel have reviewed the charter petition (“Petition”) and NorCal Trade and Tech Detailed Response to SCUSD Concerns Regarding Original Petition Submission (“Response”) submitted by Success Skills Inc. (“SSI”), a 501(c)(3) non-profit organization (“Petitioner”), proposing the creation of NorCal Trade and Tech (“NTT” or “Charter School”). After careful review, District Staff have identified a number of concerns within the Petition and Response, including, but not limited to, the Charter School’s educational plan, finances, and facilities, which are set forth in this report. As a result, District Staff believe deficiencies in the Petition could warrant a denial of the Petition on the following grounds, pursuant to Education Code section 47605:

1. The petitioner is demonstrably unlikely to successfully implement the program set forth in the petition.
2. The petition does not contain reasonably comprehensive descriptions of certain required elements set forth in Education Code section 47605, subdivisions (b)(5)(A- O).

In order to deny a Petition on the grounds set forth above, Education Code section 47605, subdivision (b) requires the Governing Board to make “written factual findings, specific to the particular Petition, setting forth specific facts to support one or more” of the grounds for denying the charter. Therefore, if the District Board determines it will deny this Petition, District Staff recommend that the Board adopt the proposed findings of fact, set forth below, as its own findings.

#### *History:*

On or about October 17, 2017, the District received an Initial Petition proposing the creation of the Charter School by SSI. The District held a public hearing on November 16, 2017, so that the District’s Governing Board (“Board”) could consider the “level of support for the petition by teachers employed by the district, other employees of the district, and parents.” (Ed. Code § 47605, subd. (b).) Board Action was agendized for December 17, 2017. On that date, Petitioner and the Board mutually agreed to extend Board Action to January 18, 2018, to enable Petitioner to provide written clarification on numerous matters within the Petition. Petitioner timely submitted their Response on December 19, 2017.

While SSI has not previously operated a charter school, over the last decade, it has served veterans and disabled adults through career education. (Petition, p. 14.) The Petitioner proposes

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to establish a charter school to primarily serve adults for high school completion, and adult elementary programs, including adult basic education and English language development. (Petition, p. 8.) The Petitioner states, “NORCAL Trade and Tech will help adults to learn both the basic academic skills and knowledge necessary to survive in the 21st century, as well as the vocational skills necessary to earn a livable wage.” (Petition, p. 15.) Petitioner proposes to initially offer a truck and bus driving training program, and will later offer programs for auto body repair, diesel mechanics, building, and construction. (Petition, p. 21.) In addition to the educational and technical programs mentioned, NTT states they will provide services to students through partnerships with Workforce Innovation and Opportunity Act (“WIOA”) providers. (Petition, p. 50.)

Petitioner desires to locate the proposed charter school on District property at 24th and Florin in South Sacramento. (Petition, p. 15.) During the 2018-2019 school year, the Petitioner hopes to enroll two hundred (200) students, while increasing enrollment by two hundred (200) students each subsequent school year. (Petition, p.15.) Petitioner estimates a total enrollment of one thousand (1,000) students by the 2022-2023 school year, its fifth year of operation. (Petition, p. 15.)

## II. DRIVING GOVERNANCE

The Charter Schools Act of 1992 (“Act”) governs the creation of charter schools in the State of California. The Act includes Education Code section 47605, subdivision (b), which provides the standards and criteria for petition review, and provides that a school district governing board considering whether to grant a charter petition “shall be guided by the intent of the Legislature that charter schools are and should become an integral part of the California educational system and that establishment of charter schools should be encouraged.” (Ed. Code, § 47605, subd. (b).) Specifically, the governing board may not deny a petition unless it makes written factual findings setting forth specific facts to support one, or more of six findings:

- 1) The charter school presents an unsound educational program for the students to be enrolled in the charter school;
- 2) The petitioner is demonstrably unlikely to successfully implement the program set forth in the petition;
- 3) The petition does not contain the number of signatures prescribed by Education Code section 47605, subdivisions (a)(1)(A) or (a)(1)(B);
- 4) The petition does not contain an affirmation of each of the conditions set forth in Education Code section 47605, subdivision (d), including that the charter school: (1) will be nonsectarian in its admission policies, employment practices and all other

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operations; (2) will not charge tuition; and (3) will not discriminate against any student on the basis of the characteristics set forth in Education Code section 220;

- 5) The petition does not contain reasonably comprehensive descriptions of fifteen certain elements in its program and operations as set forth in Education Code section 47605, subdivision (b)(5) (A-O), which describes fifteen separate elements that must be addressed in every petition to establish a charter school. These elements include a description of the School's governance structure, admissions policy, health and safety and student discipline policies; or
- 6) The petition does not contain a declaration of whether or not the charter school shall be deemed the exclusive public employer of the employees of the charter school for purpose of Chapter 10.7 of Division 4 of Title 1 of the Government Code.

Charter school petitions are also required to include discussion of the impact on the chartering district, as well as, the facilities to be utilized by a proposed charter school, the manner in which administrative services will be provided, potential civil liabilities for the school district, and a three year projected operational budget and cash flow. (Ed Code § 47605, subd. (g)).

*For the purposes of efficacy, context, and ease of review, the integrity of the language from the original Executive Summary has been maintained and provided below. A summary of the Petitioner's responses to the Executive Summary, a summary of the Petitioner's proposed amendments to the Petition, and the Charter Review Team's commentary to the Response is italicized and located immediately below each issue. Petitioner's responses to individual Board Member concerns have been included at the end of this document for review.*

#### **Results of Petition Review (Findings of Fact Determinations):**

The Petition evaluation that follows summarizes the consensus of the District reviewers with respect to the educational program and proposed school operations. The following Findings of Fact, and specific facts in support thereof, have been grouped for convenience under the aforementioned grounds for denial of the Petition. Certain Findings of Fact support more than one ground for denial of the Petition.

#### **A. Petitioner is Demonstrably Unlikely to Successfully Implement the Programs Set Forth in the Petition**

When determining whether Petitioner is likely to successfully implement the program described in the Petition, it is the District's practice to evaluate the Petitioner's ability to: demonstrate that it is familiar with the content of the Petition and the requirements of law applicable to the proposed school, present a realistic financial and operational plan, have the necessary



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background in areas critical to the Charter School's success, or have a plan for securing the services of individuals with the necessary background, including curriculum, instruction, assessment, finance and business management. Based upon the information provided in the Petition, Petitioner is demonstrably unlikely to successfully implement the educational program for the following reasons:

i. The Petition fails to clearly identify the facilities where the Charter School will locate.

Petitioner's failure to clearly identify the facilities that the Charter School will use illustrates that the Petitioner is not in compliance with the law, therefore, is demonstrably unlikely to successfully implement the program set forth in the Petition. California Education Code section 47605, subdivision (a)(1) states, "A charter school may propose to operate at multiple sites within the school district if each location is identified in the charter school petition." (Underline added.)

Petitioner identifies only one site in the Petition stating, "NTT would like to open at the former SAC City (SCUSD) adult education facility at 24th and Florin in South Sacramento." (Petition, p. 15.) However, when reviewing the Appendix, Petitioner proposes two resources centers that were never mentioned in the Petition. (Appx., p. 154.) Failure to clearly describe the facilities that the Charter School seeks to operate in the Petition violates the Charter Schools Act, as cited above, and would prevent the successful implementation of the educational program set forth in the Petition. (Ed. Code § 47605(a)(1).)

Additionally, while Petitioner proposes the use of the "former SAC City adult education facility at 24th and Florin in South Sacramento" (Petition, p. 15.), Petitioner did not submit a timely request (which was due November 1, 2017) for facilities with the District in accordance with California Proposition 39. (Ed. Code § 47614.) Therefore, it is not clear that the Charter School will be allotted the facilities where it wants to operate its school. If Petitioner intends to lease the property outside of Proposition 39, this would be done through the District's surplus property process. (BP 3280.)

*Summary of Petitioner's Response: Petitioner believes that the District should clarify what it considers part of the Petition because the facilities details were included in the Appendix. Additionally, the proposed use of the Louise Perez Resource Center, is not a "resource center" as used in Education Code section 47605.1, sub. (c). Instead, it is an existing site used by many community based organizations. Petitioner claims that the Petition clearly states that they were referring to classroom sites, not resource centers based upon the information included in their Petition on page 22. Petitioner amends its Petition to use the site at [insert pad address][sic] for the classroom space and pad to teach behind-the-wheel training of Truck Driving. In addition, NTT plans to open classrooms at 3821 41st Ave, Suite A, Sacramento, CA in the Louise Perez Resource Center and classrooms at MSGR Kavanagh Center at 5905 Franklin Blvd.,*



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*Sacramento, CA 95823 as enrollments increase. The Petitioner states the Charter School will use these sites to start the school, if the site at 24th and Florin is not available.*

*However, if the site at 24th and Florin is used, NTT will identify funds from grants or the Charter School's regular funding formula to improve the site. Petitioner identifies that the site needs to be cleaned, have the HVAC addressed, but that no significant structural issues are needed. The Petitioner claims that there are not any Field Act requirements for adult serving charter schools, and the Charter School will schedule the classes of any high school age students in modular buildings that meet Field Act requirements. Petitioner claims that no cost estimates on the scope of these repairs is provided because only one hour was provided to inspect the site. Petitioner's full response is at pages 6-7 of its response.*

*Charter Review Team's (CRT) Commentary Regarding Petitioner's Written Response:* *In addition to the requested 24<sup>th</sup> and Florin district-owned property, Petitioner cites the use of an undetermined site (currently pursuing a lease at N. 16<sup>th</sup> and McCormack per response for member Vang) for classroom space and pad to teach behind-the-wheel training of Truck Driving along with classrooms at 3821 41<sup>st</sup> Avenue (Louise Perez Resource Center) and 5905 Franklin Blvd. (Msgr. Kavanagh Center). Petitioner provided nominal information regarding facility configurations (administrative office, classrooms, cafeteria-MPR, and restrooms), funding sources, costs, timelines, and lease agreement information. The fact is that Petitioners don't know what the costs are to make the proposed site compliant and usable for their program. No specifics have been provided.*

*Petitioner states that they will identify funds to modify and improve the infrastructure of the 24<sup>th</sup> and Florin site if provided by the District. It is unclear what improvements are needed and the financial contributions expected of the District for initial use and in the future. Petitioner claims, on page 2 of its response, in a response to Board Member Pritchett, that it has increased its facilities budget to address the issues at 24th and Florin site. However, the CRT was unable to identify any specific funds allocated for this purpose in the new budget pages provided by Petitioner. Petitioner should clarify what additional funds it has allocated for this purpose. Petitioner's assertion that Adult Serving Charter Schools do not need to comply with the Field Act raises issues that the Board should be aware of. Specifically, Education Code section 17328, specifically excludes "any building owned or occupied by a unified school district, high school district, or a county superintendent of schools which is used exclusively for adult education purposes" from the requirements of the Field Act. However, the Petitioner's proposed program may admit high school age students, which would prevent the site from being used "exclusively for adult education purposes". Also, while charter school facilities are generally exempt from the Field Act, the District is not. (Ed. Code §47610.5.) This could present legal liability for the District in the event that a high school aged student attending class at the proposed facility, located on District property, was injured due to noncompliance with the Field Act. Additionally,*

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*any improvements made that do not comply with the Field Act would later have to be made compliant with the Field Act, if the District wished to use the facility in the future.*

#### ii. The Petitioner Fails to Provide a Clear and Comprehensive Budget

- a. The Petition fails to provide consistent Average Daily Attendance (“ADA”) projections for the proposed Charter School.

Petitioner fails to present consistent ADA figures, which would impact the Petitioner’s budget and cash flow projections.

The Charter School will seek Local Control Funding Formula (“LCFF”) funding, which will be determined by the Charter School’s ADA. ADA is defined as “the total days of student attendance divided by the total days of instruction.”<sup>1</sup> Therefore, lower attendance rates will reduce a school’s funding. The most recently reported ADA figures for the State of California indicate that the average ADA for unified school districts was 94.89% for the 2015-2016 school year.<sup>2</sup> However, this ADA figure was calculated using educational programs with compulsory attendance (students who are 5 to 16 years of age). Petitioner’s proposed program would serve adults, therefore, would have non-compulsory attendance.

Petitioner states, “In adult-focused charter schools, daily enrollment is lower than average daily attendance due to students not having compulsory attendance combined with life issues that adults face which kids often do not have, such as issues with childcare for the day.” (Emphasis added.) (Petition, p. 15.) The Petitioner then establishes an attendance goal of 40%. (Petition, p. 18.) Given that Petitioner estimates an enrollment of 200 students during the first year of operations, a 40% attendance goal would result in an ADA of only 80 students.

However, when reviewing the budget, the Petitioner has based the cash flow projections on an ADA of 90% of the enrollment. (Appx., p. 121.) Therefore, Petitioner is estimating the ADA to be 180 students. Based upon the Petitioner’s per pupil LCFF funding estimate of \$9,953.19 per student, for an ADA of 180 students, the LCFF revenues would be \$1,791,574.20. (Appx., p. 122.) However, using the Petitioner’s goal of an ADA of only 40% of the enrollment, this would only amount to LCFF revenues of \$796,255.20. These differing ADA projections amount to a difference of \$995,319. These ADA projections would likely result in the Charter School’s insolvency.

<sup>1</sup> <https://www.cde.ca.gov/ds/fd/ec/currentexpense.asp>

<sup>2</sup> [http://www.sscal.com/fiscal\\_print.cfm?contentID=21195](http://www.sscal.com/fiscal_print.cfm?contentID=21195)

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*Summary of Petitioner's Response: Petitioner claims that the 90% ADA is based on the daily attendance with a total enrollment of 200 students, which would result in a daily attendance and an ADA of 180 students. Petitioner explains that the 40% cumulative attendance rate refers to the annual cumulative enrollment, which would consist of 400 to 450 students, due to higher dropout rates for adult students. Petitioner states a 40% cumulative annual attendance rate of 400 to 450 students would result in an average daily attendance of around 180 students. Petitioner will amend the Petition to include the following language in the Petition, "The 40% School Attendance Rate is measured against the annual enrollment, as this is the methodology used by the School Accountability Report Card. The 90% school attendance rate used elsewhere is measured against the daily enrollment, which excludes students who have dropped out of the school in the middle of the year." Petitioner's full response is at pages 8-9 of its response.*

*CRT's Commentary Regarding Petitioner's Written Response: Petitioner's response explaining the 90% ADA rate versus the 40% annual enrollment illustrates a very high student dropout rate at the school. It is not clear as to what the ebb and flow of enrollment at the school will look like over the course of the school year. The CRT is concerned about the impact on instruction, marketing, admissions, enrollment, record keeping, and operations with an enrollment requirement of 450 students to meet the 180 student ADA in the initial school year. The concept of enrolling 400-450 students, in year 1, was not discussed, at all, in the Petition. Additionally, the ability to enroll the necessary quantity of students in the initial year, and higher quantities of students in the subsequent years leading to the Year 5 projected enrollment of 1000 students and ADA of 900 appears ambitious. 2,500 students would need to be enrolled, in year 5, utilizing the Petitioner's ADA calculations. The required number of students the Charter School would need to enroll raises questions regarding whether or not the Petitioner can recruit this many students in order to meet the proposed ADA goals to receive the estimated LCFF funding amounts. The CRT's concerns are elevated after learning that the Highlands Community Charter School, chartered by the Twin Rivers Unified School District, which NorCal Tech and Trade is modeled after, is already operating sites and offering most of the programs proposed by Petitioner within the boundaries of SCUSD. (See <http://www.hccts.org/locations/>.) Given the Adult Education programs already offered by SCUSD, and those offered by the Highlands Community Charter School, Petitioner may have trouble recruiting the necessary numbers of students to meet its ADA projections. Members of the CRT team also have concerns that 90% ADA may not be obtainable for an adult education program based on attendance at other adult education programs within the District.*

- b. The Petition fails to present an adequate financial plan for the operation of the proposed Charter School.

In order to successfully implement the educational program set forth in the Petition, the Petitioner should provide a detailed budget that ensures the financial stability of the proposed Charter School.

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Petitioner states, “NTT expects to have an Average Daily Attendance of at least 180 students in its first year of operation, which will generate at least \$1,411,953 of revenue. Additional state and other funding for the first year is estimated to be at least \$601,475, for an estimated total revenue of at least \$2,013,428. Expenses for the first year are estimated to be \$1,702,596, leaving an 18% reserve of \$310,833.” (Petition, p. 54.)

Petitioner’s financial projections and cash flow are based on the assumption of the Charter School receiving a “5-Year \$250,000 State Revolving Fund Loan assumed @ 0.50% in July 2018.” (Appx., p.121.) District Staff are concerned that Petitioner has not secured alternative sources of funding in the event that the loan is not approved. In the event that the aforementioned loan is not approved, the Charter School would immediately be indebted in the amount of \$59,039. (Appx., p. 128.) Although, assuming the loan is approved, the Charter School could have sufficient funds during its first year of operations.

However, even if Petitioner receives the loan mentioned above, based upon the Petitioner’s submitted budget, adequate reserves may not be available to the Charter School during the second year of operation. During the 2019-2020 school year, the Petition indicates that the Charter School would only have \$17,924 in reserves during the month of January. If the Charter School’s cash flow projections are incorrect, or if unforeseen expenses occur, this could render the Charter School insolvent.

The limited cash reserves maintained by the Charter School become more alarming because the Petition identifies positions for both Assistant Teachers and Paraeducators (Petition p. 45-46), but the Petitioner itself does not delineate the specific positions that have been budgeted for, and it is not clear either position is included in the budget. (Appx., p. 118.) If these positions have not been budgeted for, this oversight alone would place the Charter School in fiscal dire straits during its second year of operations during the month of January, if not sooner.

Given these potential cash flow shortfalls, the Charter School may use “Alternative Financing”. (Petition, p. 54.) This means that the Charter School would sell future receivables in order to secure immediate funding. District Staff are concerned that this practice could result in even more financial instability for the Charter School. If the Petitioner sells future receivables based upon inaccurate ADA projections and ADA generated revenues, and those are inaccurate, those payments could not be made.

The Board should be aware that several of Petitioner’s budget spreadsheets state that “Year 1” of the Charter School’s operations is during 2017-2018, which is incorrect. (Appx., p. 111-116.) Additionally, District Staff have concerns regarding NTT’s management heavy staffing levels, which would include four and a half (4.5) management positions, while only having eight (8) teachers during the first year. (Appx., p. 118.) Staffing numbers beyond the first year are not

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provided in the Petition or clearly identified in the budget, while student enrollment is expected to increase significantly.

*Summary of Petitioner's Response: The Petitioner claims that the ratio of average daily attendance to average daily enrollment will be 90%, resulting in an ADA of 180. Petitioner updated LCFF funding calculations to the latest available funding rates, which results in slightly higher revenues than in the original budget. Petitioner hopes to utilize State Revolving Fund Loans and/or funds from the Public Charter School Grants, if awarded. In the event that neither of these funding sources come to fruition, Petitioner will start the school at an undetermined later date or with lower initial enrollment. Petitioner claims that factoring or selling future receivables is based on selling certified ADA numbers and guaranteed LCFF payments. Therefore, the Charter School could not sell future receivables based on uncertified ADA numbers, which would prevent the Charter School from selling future receivables that were not covered by the school's LCFF payments. Petitioner provided an updated budget that reflects updated LCFF funding rates, revises budgets pages to indicate that year one of operations would be 2018-2019 (not 2017-2018), and provides staffing details for year one of operations. Petitioner's full response is at pages 8-22 of its response.*

*CRT's Commentary Regarding Petitioner's Written Response: The CRT notes that factored receivables may cover factored payments on an item to item basis. This fact alone does not constitute a solvent budget. ADA actuals that are lower than projections negatively impact budgets and cash flow. Given the significant quantities of enrolled students required on an annual basis and the disenrollment rate of students, the potentially wild fluctuations in actual enrollment is of concern to the CRT. Additionally, factoring is generally at a cost disadvantage when compared to credit lines and loans. CRT notes that Petitioner cites all 8 initial teachers as Step 1 on the salary scale with an approximate salary of \$44,562. This does not appear to align with the teaching experience of those teacher who signed the Petition. It seems to indicate, per the budget, that only beginning teachers can be hired.*

#### iii. The Petition Raises Concerns Regarding the Charter School's Governance Structure

- a. Petitioner's Board fails to comply with the legal requirements of the Brown Act.

Petitioner states that its board will comply with the Brown Act. (Petition, p.43.) However, its board has conducted itself in ways that do not comply with the law. Additionally, the Board's meeting minutes illustrate that Board meetings lack even the most basic formalities. These issues are illustrated by, but not limited to, the following actions:

- Board members propose a meeting "to be held by email". (October 3, 2017 Board meeting minutes.)



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- The Board's Bylaws do not indicate where meeting agendas will be posted prior to meetings or where members of the public can view the agendas. (Appx., 94-106.)
- Board meeting minutes received by the District illustrate that meeting agendas frequently do not contain a brief general description of each matter to be discussed as required by the Brown Act. (See Board meeting minutes.)

Given the current concerns regarding SSI's Board meetings, it is concerning that the Petition states, "Prior to the end of the first year of operation all board members shall attend governance training and Brown Act training." (Petition, p. 44.) These trainings should occur as soon as possible in order to prevent further Brown Act violations and ensure public participation in the Charter School's governance.

*Summary of Petitioner's Response: Petitioner alleges that the District requested that Success Skills, Inc. conduct a board meeting during a SCUSD Board meeting, which would have been a Brown Act violation. Petitioner claims that as a public benefit corporation that does not run a charter school, it does not yet need to follow the Brown Act. Petitioner claims that it is dedicated to following the Brown Act and has made efforts to ensure agendas are Brown Act compliant and appropriate timelines are followed to provide notice of meetings. However, Petitioner does not agree to make any amendments to the Petition, but will endeavor to have Brown Act trainings for the Board occur sooner rather than later. Petitioner's full response is at page 32 of its response.*

*CRT's Commentary Regarding Petitioner's Written Response: Petitioner's Bylaws, which were submitted with the Charter Petition as "adopted" by the Success Skills, Inc. Board stated that Petitioner will follow the requirements of the Brown Act. (Appx. B, p. 99.) However, Petitioner now states that: A) Petitioner did not submit its Bylaws to the Secretary of State until December 7, 2017; and B) Petitioner was not obligated to comply with the Brown Act until it was a Charter School. Petitioner should have complied with the Brown Act once it adopted its Bylaws stating it would do so. Regardless, Petitioner now seems to recognize its Brown Act obligations.*

- b. Current Board policies may violate the Political Reform Act and create conflicts of interest.

The Political Reform Act states, "Assets and income of public officials which may be materially affected by their official actions *should be disclosed and in appropriate circumstances the officials should be disqualified from acting in order that conflicts of interest may be avoided.*" (Emphasis added.) (Gov. Code § 81002 (c).)

The Petition states, "No board member shall be an employee of the charter school, and any board member that may wish to become employed will follow the Political Reform Act and have no part in being involved in the vote for that position." (Petition, p. 42.) While this language complies with the requirements of law, the Petitioner's bylaws do not. Specifically, Section 5 of

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the bylaws state, “No more than 49 percent of the persons serving on the Board of Directors may be interested persons.” (Appx., p. 97.) Additionally, that same Section states, “However, any violation of this paragraph shall not affect the validity or enforceability of transactions entered into by the corporation.” (Appx., p. 97.) This not only allows interested members to take part in votes, but it also allows the Board to violate provisions of the Political Reform Act without any repercussions since participation of interested Board members will not affect the validity of transactions. In addition to these concerns, District Staff are concerned that a current Board member of SSI, Ward Allen, is a Board member but is also interested in teaching at the school. (Petition, p. 69-70.) If hired as a teacher at the proposed Charter School, Mr. Allen’s service on the Board would violate the Petitioner’s own policies proposed in the Petition, which prohibit employees from serving on the Charter School’s Board. (Petition, p. 42.)

*Summary of Petitioner’s Response: Petitioner acknowledges that current Board policies may violate the Political Reform Act and create conflicts of interest. Petitioner claims this was an honest mistake that results from part of their bylaws being designed for public benefits corporations that do not operate charter schools. Petitioner amended its Bylaws to include a new section 5, which complies with the Political Reform Act. Petitioner states that this revision to their Bylaws was adopted on December 6, 2017 and sent via postal mail on December 7, 2017 to the Secretary of State. Petitioner’s full response is at page 33 of its response.*

*CRT’s Commentary Regarding Petitioner’s Written Response: The CRT is content with the Petitioner’s written response.*

#### iv. The Petition Presents an Inadequate Plan for the Use of Technology

In order to successfully implement the proposed educational program, the Petitioner should provide a detailed plan for the use of technology.

Petitioner states, “NTT shall utilize web 2.0 learning technologies and open educational resources (OERs), including Khan Academy, MOOCs (Massive Open Online Courses), Career courses from Ford Next Generation Learning, technology courses from GCFLearnFree, and online ESL sites.” (Petition, p. 30.)

Given the Petitioner’s proposed use of multiple online instructional resources, it is critical that students have access to technology. However, the Petition states:

“NTT shall apply for the Public Charter School Grant Program (PCSGP), and if it receives this funding, it shall use a significant portion to support instruction technology. If it does not receive this funding, then it plans to talk with its stakeholders to include funding in the LCAP for technology. The initial goal of

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the school is to have 1 computer to 4 students, and ultimately the school will work towards a 1 to 1 tablet/smartphone to student ratio.”

(Petition, p. 30.) As mentioned above, given the proposed Charter School’s limited budget and cash flow, if the School does not receive grant funding, it would be unlikely that NTT would have enough funds to pay for the technology out of its proposed budget. Therefore, unless stakeholders could fund the technology, students would be left without the necessary technology to complete extensive portions of the Charter School’s proposed online curriculum, which would impact the Charter School’s ability to successfully implement its proposed educational program.

*Summary of Petitioner’s Response: Petitioner claims that the software products mentioned in the Petition are all offered to students free of charge. The Charter School also has a backup plan of acquiring computers from the State Surplus, in the event that it does not receive grant funding. The Charter School will use these to teach students how to use technology and will also use technology as part of some of its course offerings. Petitioner amends the Petition to explain that it will apply for the Public Charter School Grant Program, and if it receives this funding, will use a significant portion of these funds for instructional technology. However, if Petitioner does not receive the grant funding, the Charter School will speak with its stakeholders and use less expensive technology, such as technology acquired from state surplus. Petitioner further explains how technology will be used in the school and provides more details regarding the software that the Charter School plans to use. Petitioner’s full response is at page 34 of its response.*

*CRT’s Commentary Regarding Petitioner’s Written Response: The CRT remains concerned with Petitioner’s plan for the use of technology. Petitioner’s proposed curriculum requires extensive use of online resources. However, Petitioner’s plan for technology could result in limited or dated, obsolete technology being provided to students, which would impact student learning. Petitioner should provide a detailed plan regarding how it would fund technology through stakeholders, or acquire sufficient and adequate technology resources from state surplus, to ensure sufficient technology is available to successfully implement the proposed online educational program.*

#### v. The Requisite Signatures Attached to the Petition Raise Concerns Regarding the Interest of Proposed Teachers and Students

California Education Code section 47605, subdivision (a)(3), requires, “A petition shall include a prominent statement that a signature on the petition means that the parent or legal guardian is *meaningful interested* in having his or her child or ward attend the charter school, or in the case of a teacher’s signature, means that the teacher is *meaningfully interested* in teaching at the charter school.” (Emphasis added.)



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Petitioner's signature pages fail to comply with the required language of the statute. For the teachers' signature pages, the document states that it is for teachers who "*meaningfully desire* to teach at NORCAL Trade and Tech". (emphasis added.)(Petition, p. 69.) The student signature pages states, "[Students] hereby indicate *our desire to attend this school and our total support of the school*. We urge the School Board to approve the NORCAL Charter Petition." (Petition, p. 71.) Neither of these statements on the teacher or student signature pages contain the required

statutory language that indicates teachers and students are *meaningfully interested* in teaching at the school or attending the school. Additionally, the student signature page fails to identity any specific school or even indicate that the Petition is being submitted to the Sacramento City Unified School District for consideration.

Additionally, several of the teachers' signatures submitted with the Petition are from individuals whose names also appear on NTT's other petitions submitted to Twin Rivers Unified School District and Dixon Unified School District and signed in September 2016. The current Petition contains the signatures of eight (8) teachers. (Petition, p. 69-70.) However, five (5) of the eight (8) signatures were also submitted with Petitioner's previously submitted petitions, which were signed over a year ago. Specifically, Ward Allen, Derrick Aguiar, Sergey Ivanyenk, Merlyn Lund, and Ken Shoemake's names appear on all three petitions. (See NTT petitions submitted to Twin Rivers Unified School District and Dixon Unified School District.)(Petition, p. 69-70.)

*Petitioner's Response: Petitioner believes that its teacher signature pages are compliant with the law, but acknowledges that its student signature pages do not comply with the law. Petitioner claims the student signatures were collected to illustrate student interest in the school, and that the teacher signatures adequately fulfill the legal requirement. Additionally, Petitioner does not believe there is a problem with using the same teacher signatures on charter petitions submitted to multiple districts. Petitioner does not believe any amendments to the Petition are necessary because they believe that their teacher signature page complies with the law. Petitioner's full response is at page 35 of its response.*

CRT's Commentary Regarding Petitioner's Written Response: The CRT is content with the Petitioner's written response.

#### B. The Petition Does Not Contain Reasonably Comprehensive Descriptions of Certain Required Elements Set Forth in Education Code section 47605, Subdivisions (b)(5)(A-O).

The Petition serves as the Petitioner's proposal for the Charter School's establishment and operation. As such, the Petition must provide reasonably comprehensive descriptions of certain essential elements in its program and operations as required in Education Code section 47605, subdivisions (b)(5)(A-O). The following elements do not meet this standard due to incomplete or inadequate information, which in some instances contradict the requirements of the law:

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#### i. The Petition Does Not Contain a Reasonably Comprehensive Description of the Educational Program

- a. Petitioner fails to provide a comprehensive description of how the educational program will be implemented.

##### 1. The Educational Program, Overall

The Petition states, “NTT will primarily serve adults, but will allow normal high school age students to be admitted following our admission policy. All students will receive both academic learning as well as career technical education (CTE), allowing students to combine high school completion with solid job skill training.” (Petition, p. 19.) Petitioner also states, “NTT will also provide adult elementary education, also known as “adult basic education” (ABE), and may include adult English as a second language (ESL), and thus may serve grade levels from 1 to 12. (Although as will be discussed in the Appendix, in practice it will officially have grade levels 1, 2, and 12.)” (Petition, p. 20.) In addition to all of these student groups, who will have differing needs and potentially speak different languages, the proposed Charter School intends to offer CTE programs, beginning with a “Class A Truck and Bus Driving training program, and later, both Diesel Mechanic and Auto Body Repair programs.” (Petition, p. 21.)

Given the large number of educational programs proposed by Petitioner, the potential need for the programs to be taught in multiple languages, and the addition of CTE programs, District Staff are concerned that Petitioner did not provide a detailed staffing plan that describes how each staff member will work to implement these programs. Also of concern, Petitioner proposes only hiring eight (8) teachers during the first year of operation (Appx., p. 118.), which may result in inadequate staffing numbers to implement all of the proposed programs. Petitioner fails to clearly articulate what role WIOA providers and other organizations will serve in delivering the curriculum. For example, is Petitioner developing and delivering all CTE courses independently, which would take considerable staff time and energy, or are these CTE programs being offered by other providers? Based upon the information in the Petition, these roles are unclear.

Additionally, the Petition fails to describe how the Charter School’s staff members will be adequately trained and certified to properly deliver the educational program. For example, if CTE courses are provided by the school and not other organizations, how will the Charter School ensure that they have instructors who are appropriately certified to teach Truck and Bus Driving, Diesel Mechanic, Auto Body repair, and Culinary programs? Petitioner should clarify how the Charter School will successfully implement these various programs and serve the needs of all the Charter School’s students.

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Contributing to the confusion, Petitioner only provided a sample unit and lesson plans, not complete course descriptions, in the Petition. (Appx., p. 223-229.) None of the submitted lesson plans contain any reference to Common Core Standards. They also fail to provide a clear understanding of the Petitioner's programs because the lesson plans only cover a small portion of the Petitioner's proposed educational program.

*Summary of Petitioner's Response: Petitioner disagrees that the descriptions of some elements were not reasonably comprehensive because the lengths of the descriptions were similar to other petitions that have been approved by the District and other charterers. Petitioner touts the experience of those involved in the Charter School. Petitioner also believes it is important to not "over-describe elements" because it is best to make data driven decisions and develop curriculum when all teachers can be involved. Petitioner also points out that what is in the Petition is essentially law. Therefore, by not over-describing elements, the Petitioner can have flexibility and not be required to request material changes that have to be approved by the SCUSD Board. Petitioner acknowledges that it could have done a better job of explaining that programs will grow over time and not all be listed up front. Petitioner states the credentials that teachers will hold are described in the Appendix. Petitioner does not believe that more information needs to be added to the Petition at this time and that its explanation is sufficient. Petitioner's full response is at page 36 of its response.*

*CRT's Commentary Regarding Petitioner's Written Response: Petitioner has identified first year programs as high school completion, Truck Driving, and Elementary English Language Development. However, Petitioner has failed to provide any further descriptions of the curriculum beyond the few sample lesson plans submitted initially with the Petition and seems to indicate that the Charter School will create the curriculum after it has hired staff. The CRT could not garner additional clarification from the written response. The CRT is concerned about the ability of a teaching staff comprised solely with beginning teachers, per the Salary Details in the Response, meeting the demands and challenges as listed above and being tasked with creating the complete curriculum for courses. The 1st and 2nd grade curriculum to be developed, that Petitioner acknowledges, needs to be relevant to adults, will be novel. This is something that should be presented, at least in part, to the District as part of the Petition. Additionally, CRT is wary of any information that utilizes under-describing of elements as a strategy to gain flexibility and avoid the need for material charter revisions that would require a vote of the SCUSD Board. A comprehensively written petition allows the District to perform its oversight obligations.*

### 2. Instructional Delivery

Petitioner states that educational instruction for these programs will be provided using the following methods:

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- Classroom-Based Individualized Learning Labs
- Classroom-Based Set-Paced Courses
- Classroom-Based Mixed-Paced Courses
- “Round Robin” Courses
- Community Classrooms and Cooperative Vocational Education

(Petition, p. 22-24.) However, the Petition does not clearly identify how these instructional methods will be implemented. For example, will all of the aforementioned instructional methods be used for all grade levels or will specific methods be used for each program? This is unclear based upon the information provided in the Petition, which simply list multiple instructional methods, but fails to describe how these instructional methods will be used with different student groups. (Petition, p. 22-24.) The Petition also fails to provide a sufficient description of how the Charter School will provide remediation and extension programs to students. Instead, the Petition only provides vague statements such as, “These students will be held to high expectations, and student supports will be made available to support these students in pursuing their goals and aspirations.” (Petition, p. 24.)

*Summary of Petitioner’s Response: Petitioner provides information about instructional methods for its students. For Adult Elementary, Petitioner will use Round Robin or Mixed-Pace courses and students will be leveled based upon their CASAS scores. Adult High School programs will be taught using individualized learning labs. A variation of methods will be used to teach CTE programs. Petitioner does not believe that further additions are necessary and that its response is sufficient. Petitioner’s full response is at page 37 of its response.*

*CRT’s Commentary Regarding Petitioner’s Written Response: The CRT is concerned that Petitioner’s response only provides insight into the instructional methods that will be used to deliver content but fails to describe the curriculum that will be taught, how class time will be structured (i.e., instruction, individualized learning, group learning), and how teachers will address the individualized needs of students exhibiting various levels of proficiency.*

### 3. Inconsistent Career Technical Education (“CTE”) Programs

Petitioner does not provide a reasonably comprehensive description of the CTE programs that the Charter School will offer. In the Petition, Petitioner states, “In addition to Transportation (Truck & Bus Driving, Diesel Mechanic, Auto Body Repair), NTT also plans to provide CTE career pathways in Building and Construction Trades Pre-Apprenticeship (HVAC/R, Metal Fabrication, and other construction trades).” (Petition, p. 21.) However, in the Appendix, Petitioner, mentions, “NTT plans to have a facility use agreement with the St. Rose church at 5905 Franklin Blvd., Sacramento, CA 95823.

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This site has a commercial kitchen, which NTT plans to utilize for a culinary program, which will also help serve food to the homeless populations.” (Appx., p. 154.)

These inconsistent statements regarding the CTE programs that the Charter School will offer is concerning. It implicates that the Charter School lacks a clear vision and plan regarding course offerings. Additionally, this is the first mention in the Petition that Petitioner will utilize any facilities besides the former SCUSD Tech Center at 24th and Florin or provide a culinary program to students. (Appx., p. 154.) These inconsistencies highlight that Petitioner fails to provide a clear description of the educational program and how it will successfully be delivered to students of the school.

*Summary of Petitioner’s Response: Petitioner states that Truck Driving will be the first CTE program to become operational. Culinary is the next planned CTE program, but the program will not begin until the right teacher is found and equipment can be acquired. Petitioner states other programs will be developed based upon resources that are available. Petitioner amends the Petition to clarify that in addition to Truck and Bus Driving other CTE programs will be added based upon the availability of an appropriate site, appropriate equipment and the right teacher. Any new sites will be submitted to SCUSD as a material revision. Petitioner’s full response is at page 37 of its response.*

*CRT’s Commentary Regarding Petitioner’s Written Response: The CRT is concerned about the lack of details regarding the Truck Driving program. Additionally, Petitioner states that CTE programs will be developed based upon the resources available. It is notable that program development does not consider the demands and marketplace of the students and their respective careers of interest. Additionally, Petitioner’s proposed CTE programs seem to lack any reliance on WIOA providers. Instead, Petitioner appears to be developing, staffing, providing the facilities, and determining when to roll out these CTE programs without any support or assistance from WIOA partners, which again raises questions regarding Petitioner’s claimed “exclusive partnership” with WIOA providers.*

- b. The Petition lacks a reasonably comprehensive description of how English language programs will be delivered to students.

Petitioner proposes three different EL programs in the Petition. These programs include: Adult Elementary English Language Development, Adult Bilingual Secondary English Language Development, and Adult High School English Language Development. (Petition, p. 25-26.) It should be noted that these EL programs in the Petition do not match those included in the Student Handbook, which include Elementary Level English



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Language Development, Bilingual High School Completion, and High School with English Support. (Appx., p. 156-157.) Additionally, it appears that the Bilingual High School Completion program is only offered for Spanish. (Appx., p. 156.) However, Petitioner states "... if sufficient students who speak other languages request such a program we will work to provide it." (Appx., p. 156.)

These proposed EL programs raise many concerns. First, it is unclear how the Petitioner will successfully deliver elementary content intended for first or second grade students to adults enrolled in the Adult Elementary English Language Development program. For example, how will Petitioner make curriculum developed for a six (6) year old student relevant to an adult student? Second, given the diverse demographics of the Sacramento City Unified School District, it is highly likely that students who speak languages other than Spanish, such as Hmong and Vietnamese, will be enrolled in the EL programs. Petitioner fails to provide information regarding how these programs will be adequately staffed and how the education program will be successfully delivered to the various groups of students within the proposed courses. Third, Petitioner fails to provide information regarding how the Charter School will deliver the core curriculum content to EL students. Petitioner should clarify how the Charter School will successfully implement these EL programs and deliver services to EL students.

*Summary of Petitioner's Response: Petitioner states that the "Adult Elementary English Language Development" program in the Petition is the same as the "Elementary Level English Language Development" program in the handbook, but that the word "Adult" was not needed because adults would be reading the handbook. Petitioner also states the handbook contains more programs than will initially be offered because it wanted to show that it could support all of these types of programs. Initially, the Charter School will offer Adult Elementary Language Development and Spanish Bilingual Secondary English Language Development. Petitioner states it is not planning to use curriculum for a 6 year for adult first grade, but instead wants to ensure that adults can meet the educational content standards that would be expected of a U.S. 6 year old, with a focus on elementary English by using curriculum designed for adult learners. Petitioner does not believe that further revisions are needed at this time and that its explanation is sufficient. Petitioner's full response is at page 38 of its response.*

*CRT's Commentary Regarding Petitioner's Written Response: The CRT is concerned that Petitioner is presenting a novel program, which places adults in first and second grades, without providing any description of the curriculum or describing how the Charter School will make the curriculum relevant to adults.*

- c. The Petition lacks a clear understanding of Special Education requirements for adult students.

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The Petition states, “NTT shall initially remain, by default, a public school of SCUSD for the purposes of special education, pursuant to Education Code Section 47641(b).” (Petition, p. 28.) Petitioner also states, “... the Charter School seeks services from the District for special education students enrolled in the Charter School...” (Petition, p. 29.) “However, the Charter School reserves the right to contract with service providers outside the District when appropriate.” (Petition, p. 29.)

District Staff are concerned that Petitioner does not understand the requirements of the District SELPA because contracting out special education services is not a practice consistent with being a “School of the District”. Additionally, Petitioner states in the Appendix that it will be a part of the El Dorado SELPA. (Appx., p. 121.) Therefore, it is unclear how Petitioner intends to deliver special education services to qualifying students.

Additionally, since the Charter School intends to serve adults, Petitioner fails to mention that special education services are only required for students under the age of twenty-two (22). (Education Code § 56026.) At age of twenty-two (22), services should be provided to these students by the Alta California Regional Center, which is the case manager for adults with disabilities. There is no mention of Regional Center services in the Petition.

*Summary of Petitioner’s Response: Petitioner claims the language used in the Petition was intended to give it an option regarding whether to use the District’s special education services or join a SELPA. Petitioner claims that the District prefers that the Charter School provide its own services and join a different SELPA. Petitioner states that IDEA does not require that special education services be provided to students over 21 (in some cases 22) years of age. Petitioner will use 504 plans and accommodations to serve students who were previously in special education and does not believe Regional Center services will be needed in most cases. Petitioner amends the Petition to remove previous language and indicates that it will become an independent LEA in a SELPA for the purposes of special education. Petitioner will work with SCUSD’s Special Education Department to determine which SELPA option will work best for all parties involved. Petitioner’s full response is at page 39 of its response.*

*CRT’s Commentary Regarding Petitioner’s Written Response: The CRT is not aware of any statements made to NorCal regarding the District’s preference that NorCal join another SELPA. The CRT is also concerned that the Charter School downplays the services its students will need to receive from the Regional Center.*

- ii. The Petition Does Not Contain a Reasonably Comprehensive Description of the Charter School’s Health and Safety Plan

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Pursuant to Education Code section 47605, subsection (b)(5)(F), a charter petition should include “procedures that the school will follow to ensure the health and safety of pupils and staff.”

Petitioner states, “The Charter School shall adhere to an Emergency and Safety Handbook (See Appendix M – Emergency and Safety Handbook.) This handbook includes procedures about fire, flood, earthquake, terrorist threats, and hostage situations.” (Petition, p. 48.) However, when reviewing Appendix M, Petitioner’s Emergency and Safety Handbook only contains five (5) pages of information, and it fails to include procedures for floods, terrorist threats, and hostage situations, as stated in the Petition. (Appx., p. 202-206.)

In addition to these concerns, Petitioner fails to provide information regarding how students will be screened for admission to the Charter School. This is particularly important given that the Petitioner may have students who are minors enrolled in the same programs as ex-offender adult students. (Petition, p. 24.) Failure to properly screen students, could put students and staff at risk. There is no discussion in the Petition on this important issue.

*Summary of Petitioner’s Response: Petitioner will use SCUSD adult school’s emergency practices. Petitioner believes it would be illegal for them to screen potential students, but the Charter School plans to counsel minor students and their parents to inform them that the minor student may be attending classes with former felons. Petitioner will amend the Petition to include sections from SCUSD’s Adult Education Handbook to the Charter School’s emergency handbook to address situations that are currently not included in the Charter School’s Emergency Handbook. Petitioner will also work with its legal counsel to add a section to the Charter School’s handbook that addresses the issue of the Charter School being legally required to accept all students. Petitioner’s full response is at pages 39-40 of its response.*

*CRT’s Commentary Regarding Petitioner’s Response: The CRT is concerned about Petitioner simply using the SCUSD adult school’s procedures as a substantive portion of their safety plan. The CRT is unaware of Petitioner’s level of knowledge and understanding of the most current SCUSD plans, as well as the associated training to ensure appropriate implementation of the plans. The CRT’s primary concern is to ensure Petitioner takes measures to ensure safety for students due to the adult population to be served by the Charter School, some with previous criminal records. The CRT has grave concerns that the Petitioner’s plan as stated in the written response is only and simply “to counsel any minors (and their parents) who wish to enroll in the school to understand that some of our students are former felons” rather than implementing procedural and operational measures to ensure safety for all. This concern is elevated by the fact that many of the adult students may be taking classes with minors, yet the Charter School has no procedure to screen potentially dangerous offenders, including sex offenders. To not have any process in place is not acceptable.*



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#### iii. The Petition Does Not Contain a Reasonably Comprehensive Description of the Charter School's Plan to Achieve Racial and Ethnic Balance

A charter petition must include a reasonably comprehensive description of “the means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted...” (Ed. Code, § 47605, subd. (b)(5)(G).) The Petition does not contain a reasonably comprehensive plan to achieve racial and ethnic balance and fails to illustrate that it has an understanding of the racial and ethnic makeup of the District.

Petitioner states, “NTT shall proactively reach out to traditionally underrepresented racial-ethnic communities through working with various racial-ethnic news media, and participating in events targeted towards different specific racial-ethnic groups.” (Petition, p. 49.) However, when reviewing the Petitioner’s recruitment methods, the Petitioner fails to list any specific locations, dates, times, or organizations where the Charter School’s outreach events will occur. (Petition, p. 49.) Even more concerning, the Petitioner does not include any information regarding the current racial and ethnic makeup of the Sacramento City Unified School District or the geographic area it serves. Given the generalized recruitment tactics and the omission of the

District’ student demographics, it may be difficult for the Charter School to achieve a racial and ethnic balance that is reflective of the District.

*Petitioner’s Response: Petitioner claims that Title 5 regulations presume that racial and ethnic balance has been achieved absent specific information to the contrary. Petitioner does not believe any information to the contrary exists here. Petitioner also does not believe specific dates, times, and locations of recruitment efforts are necessary until after pre-enrollment, which will allow it to make data driven decisions. Petitioner amends the language in its Petition to indicate that it will use Census and SCUSD data to review the racial and ethnic balance during its annual LCAP review process. Petitioner’s full response is at page 40 of its response.*

*CRT’s Commentary Regarding Petitioner’s Written Response: The CRT disagrees with the Petitioner’s assertion that the requirements of this element is “presumed to have been met, absent specific information to the contrary.” The specific information to the contrary is the CRT’s stated concern in the Executive Summary about the Petitioner’s lack of a recruitment plan specific to the population served by SCUSD. Additionally, Petitioner’s amendment to include “by consulting both Census and SCUSD data” does not fully satisfy the process as a plan based on the review must also be included and implemented. Petitioner’s response has not provided information to further clarify this Element. Their response ignores the CRT’s stated concerns. Namely: the Petition fails to identify the current demographics of SCUSD, the Petition fails to identify specific recruitment events that would result in a student population that reflects the*

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*demographic makeup of SCUSD, and the Petition fails to include a plan that would correct any racial or ethnic imbalances.*

iv. The Petition Does Not Contain A Reasonably Comprehensive Description of the Charter School's Admissions Requirements

California Education Code section 47605, subsection (b)(5)(H), requires a charter school to identify "admissions requirements, if any." The Petition lacks a comprehensive description of admissions requirements and the enrollment process.

Since NTT is claiming an exclusive partnership with WIOA, the Board should be aware that the Petitioner requires all students to qualify for WIOA in order to attend the proposed Charter School. (Petition, p. 50.)

The Petition states that the Charter School will have an "online admissions process available via its website". (Petition, p. 51.) "After receiving the online application, NTT shall load this information into its student information system (SIS) to have the student pre-enrolled." (Petition, p. 51.) After receiving the online application, students will be contacted, and requested to attend an orientation (generally weekly)..." (Petition, p. 51.) "Upon admission to NTT, a student's grade level will be determined based upon their CASAS scores, and the rigor of the education program they are joining." (Petition, p. 51.) "NTT does not expect to have the need for using a lottery system, given that it will generally have an open entry system of enrollment." (Petition, p. 52.)

Petitioner's proposed online admissions process fails to consider that one group the Charter School proposes to educate is homeless adults, who may not have internet access to complete an online application. (Petition, p. 20.) This is a concern for any of the socio-economically disadvantaged students that NTT intends to serve. This application should be made available via alternative methods.

Additionally, when reviewing the online application form, the current online enrollment form is thirteen (13) pages and requires an unusual amount of information from potential students. (Appx., p. 210-222.) Given the length of the online enrollment form, this may make it difficult for non-English speaking students to complete the enrollment form because it does not appear that the form is available in languages other than English. The Petitioner also fails to provide sufficient information regarding enrollment timelines. (Petition, p. 51-52.)

*Summary of Petitioner's Response: Petitioner will attempt to reduce the number of questions on its online application. Petitioner will also provide applications in the main office and assist students would may need help completing the enrollment application. Petitioner amends the*

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*Petition to include additional language indicating that the Charter School will assist students with the application, if they desire it. Petitioner's full response is at page 41 of its response.*

*CRT's Commentary Regarding Petitioner's Written Response: The CRT is concerned that the Petitioner is unaware of the demarcation between the application process and the enrollment process. The extensive application-enrollment process may potentially discourage enrollment due to the extensive amount of information requested of the student prior to being offered a "seat" at the school.*

- v. The Petition Does Not Contain Reasonably Comprehensive Description of the Procedures for Suspensions and Expulsions

California Education Code section 47605, subdivision (b)(5)(J), requires a charter petition to contain, "The procedures by which pupils can be suspended or expelled."

Petitioner states, "NTT shall follow SCUSD's procedures for suspending and expelling students, as codified in SCUSD's A.R. 5144.1, and AR 5144.2 for students with disabilities." (Petition, p. 55.) While this process is adequate for suspensions and expulsions, District Staff find other statements by Petitioner concerning. Petitioner states, "NTT may disenroll adult students who stop attending, or otherwise indicate that they no longer wish to attend the school." (Petition, p. 55.) Additionally, the Petition states, "NTT shall not "counsel out students" although teachers and administrators may have honest conversations with adult students about the appropriateness (or lack thereof) of student behavior. Adult students always have the right to leave the school based upon such conversations."

On October 13, 2017, Governor Brown signed AB 1360 into law, which amended Education Code section 47605, to add the following section to the Education Code requiring charter petitions to:

Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform him or her of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a

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final decision. For purposes of this clause, “involuntarily removed” includes disenrolled, dismissed, transferred, or terminated.

(Education Code § 47605 (b)(5)(J)(iii).) While this legislation does not become effective until January 1, 2018, Petitioner should explain how NTT will comply with the requirements of AB 1360 and revise its policies accordingly to ensure that students are not dismissed without proper due process procedures, as required by law.

*Summary of Petitioner’s Response: Petitioner will provide written notice at least 5 schooldays prior to disenrolling a student. Petitioner states that this is consistent with the requirements of AB 1360. Petitioner amended the Petition to include language requiring written notice to the student and the student’s parent or guardian, if under 18 years old, at least five schooldays notice prior to removing a student from the school. Petitioner’s full response is at page 42 of its response.*

*CRT’s Commentary Regarding Petitioner’s Written Response: The CRT is concerned that Petitioner’s current policy, while providing proper notice, does not provide a hearing or other procedures to challenge a disenrollment. This does not comply with the requirements of AB 1360.*

vi. The Petition Does Not Contain Reasonably Comprehensive Description of Attendance Alternatives

California Education Code section 47605, subdivision (b)(5)(L), requires charter petitions to include, “The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools.”

The Petition states, “For minors, this is an especially important choice to consider before enrolling in NORCAL Trade and Tech, *as you may or may not have the option of returning to your former school.*” (Emphasis added.) (Petition, p. 57.) This statement is concerning to District Staff because it may lead a reasonable reader to believe that if he or she enrolls in the proposed Charter School, he or she may not be able to pursue an education at another school.

*Summary of Petitioner’s Response: Petitioner states that when writing the Petitioner it has a broad view of where students may come from, and it wanted to provide a disclaimer that legally protected it from over promising something to a student that the Charter School would have no control over. Petitioner amends the Petition to include the required statutory language informing students that they are not required to attend NorCal and explains that other education options are available to students. Petitioner’s full response is at page 42 of its response.*

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*CRT's Commentary Regarding Petitioner's Written Response: The CRT is content with the Petitioner's written response.*

#### C. Other Concerns Regarding the Petition

1. The Charter School improperly claims an exception to geographic restrictions.

The Charter School claims an exemption from the geographic and site limitations contained in the Charter Schools Act, without qualifying for that exemption.

Petitioner proposes the operation of a number of resource centers and school sites, all of which are currently located within the boundaries of the District. Specifically, the Petitioner proposes sites at 24th and Florin, 3821 41st Avenue, and 5905 Franklin Boulevard. (Petition, p.153-154.) However, Petitioner claims that it meets the federal Workplace Innovation and Opportunity Act exemption provided in Education Code section 47605.1, subdivision (g) (1):

NTT shall comply with California Education Code Sections 47605.1(g) and 47612.1, which exempts charter schools from age and jurisdiction (geographical) requirements so long as the charter school provides instruction exclusively in the partnership with the Workforce Innovation and Opportunity Act (WIOA), or another allowable program. (Petition, p. 19.)

Pursuant to Education Code section 47605, subdivision (a) (1), a charter school must “operate *within the geographic boundaries of that [chartering] school district.*” (Emphasis added.) A charter school may only operate outside of the geographic boundaries of its chartering district if a specific statutory exception applies. The operation of a charter school outside of the chartering school district should be the rare exception, not the rule. However, after the Court of Appeal decision in *Anderson Union High School District v. Shasta Secondary Home School* (2016) 4 Cal.App.5th 262, which held that the geographic and site restrictions contained in the Charter Schools Act apply to all charter schools, there is a trend by charter schools to claim federal Workplace Innovation and Opportunity Act (“WIOA”) affiliation in order to exempt the charter school from any geographic restrictions, at all.

A charter school may be exempt from the Charter School Act’s geographic restrictions if it operates in exclusive partnership with a federal Workplace Innovation and Opportunity Act program (“WIOA”). Education Code section 47605.1, subdivision (g)(1) provides:

(g) Notwithstanding any other law, the jurisdictional limitations set forth in this section do not apply to a charter school that provides instruction exclusively in partnership with any of the following:

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(1) The federal Workforce Innovation and Opportunity Act (29 U.S.C. Sec. 3101 et seq.).

No court of appeal in California has reviewed the WIOA exemption, and there is very little guidance available regarding the proper interpretation of the exemption. However, the WIOA exemption was the subject of recent litigation heard by the San Diego County Superior Court. While superior court decisions are not precedential, they are persuasive authority. In *Grossmont Union High School District v. Julian Union Elementary School District et al.* (Super. Ct. San Diego, 2017, No 37-2015-00033720), the Superior Court determined that the Diego Valley Public Charter School did not qualify for the WIOA exemption because some of the instruction offered by the charter school was not provided by or in partnership its WIOA providers:

[S]ome of the instruction provided by Diego Valley [the charter school at issue in the litigation] is not in partnership with WIOA providers. Therefore, based on the plain meaning of the language within Section 47605.1(g)(1), instruction at Diego Valley is not provided exclusively in partnership with WIOA providers.

(*Grossmont Union High School District v. Julian Union Elementary School District et al.* (Super. Ct. San Diego, 2017, No 37-2015-00033720).) District Staff agree with the Superior Court’s interpretation that the WIOA exemption is only applicable if a charter school’s entire educational program is provided exclusively in partnership with a WIOA provider. In other words, the San Diego Superior Court appears to conclude that *if any of the instructional options offered by the charter school are not provided in partnership with a WIOA provider, then the charter school does not qualify for use of the WIOA exemption.*

Here, as contemplated in the Petition, the majority of the Charter School’s educational program is not delivered by a WIOA provider and is not affiliated with the WIOA program, and therefore the WIOA exemption does not apply. The Petition states, “NTT will provide classroom-based instruction where the students will be engaged in required educational activities under the immediate supervision of an instructor with appropriate legal qualifications. More than 80% of the instructional time offered by NTT will be at a school site.” (Petition, p. 22.) Because the classroom based curriculum provided by the Charter School is not in partnership with WIOA providers, the Charter School’s program is not provided exclusively in partnership with WIOA providers as required by Education Code section 47605.1 (g)(1).

Petitioner’s submitted WIOA Memorandum of Understandings (“MOUs”) fail to include important details that would be necessary for an exclusive partnership. (Appx., p. 250-252.) When reviewing the Department of Labor’s sample WIOA MOU, it is clear that Petitioner’s WIOA MOUs lack basic fundamentals required of a WIOA partnership.<sup>3</sup> Specifically, Petitioner

<sup>3</sup> ([https://ion.workforcegps.org/resources/2017/03/23/13/30/Sample\\_MOU\\_Infrastructure\\_Costs\\_Toolkit?p=1.](https://ion.workforcegps.org/resources/2017/03/23/13/30/Sample_MOU_Infrastructure_Costs_Toolkit?p=1.))



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fails to provide adequate details regarding basic information recommended by the Department of Labor for WIOA MOUs including, but not limited to, the following:

- Specific services that will be provided by WIOA partners.
- The roles and responsibilities of WIOA partners.
- How the costs of services will be allocated between NTT and WIOA providers.

(Appx., p. 250-252.) Petitioner included a memorandum detailing the Petitioner's position that the Charter School qualifies under the WIOA exemption because all of its students are required to enroll in WIOA. Specifically, the memorandum provides:

What is "exclusive", is that no student can attend the charter school (or for the exemption, a particular program) without being enrolled in a WIOA ... program under the terms of an exclusive partnership agreement.

(Appx., p. 177.) Petitioner fails to acknowledge that the statute requires *all instruction to be provided in exclusive partnership with a WIOA program*. As written, the Petition does not present an educational program where this is the case. If the exemption only required a charter school to have a single WIOA-affiliated program, then any charter school could simply offer WIOA as one aspect of their program and be fully exempt from the geographic restrictions of the Charter School's Act. This runs contrary to the California legislature's intent that the operation of a charter school outside of the chartering school district should be the rare exception, not the rule.

*Summary of Petitioner's Response:* *Petitioner claims that the sample MOU cited in SCUSD's analysis was not one for a charter school and a WIOA agency, but instead is a sample MOU between a local board and one-stop partners. Petitioner believes that using this MOU would make them non-compliant with the law because no exclusivity is required by the MOU used in SCUSD's analysis. Petitioner acknowledges that the MOU could be more specific, but states that the MOU with the Asian Resource Center meets Ed. Code and Title 5 requirements. Petitioner will amend the Petition to remove the geographic exemption language from the Petition. However, Petitioner maintains the language that an exclusive partnership still exists between the Charter School and WIOA in order to claim an exemption to the age limits set forth in Education Code section 47612 subdivision (b), which will allow the Petitioner to receive LCFF funding for adult students enrolled in the school. Petitioner's full response is at page 43 of its response.*

*CRT's Commentary Regarding Petitioner's Written Response:* *The Board should be aware that, while Petitioner dropped its claim regarding an exemption from geographic restrictions under Education Code section 47605.1(g)(1), Petitioner is still claiming an exclusive partnership with WIOA providers under Education Code section 47612.1. By claiming an exclusive partnership with WIOA, Petitioner will not be required to meet the requirements of Education Code section*

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*47612(b), which requires students over 19 years of age or older to be continuously enrolled and making progress towards a degree in order to be counted toward ADA figures. By claiming the exclusive partnership with WIOA, in accordance with Education Code section 47612.1, Petitioner will be allowed to claim ADA for adult students who have not been continuously enrolled in school, which will allow the Charter School to receive LCFF funding for its adult students. The CRT questions whether the Petitioners have an “exclusive partnership” with WIOA providers. Both WIOA MOUs submitted to SCUSD by the Petitioner lack critical details and are labeled “Affiliation Agreements”. Petitioner’s proposed model also lacks many of the characteristics expected of adult charter schools who maintain exclusive partnerships with WIOA. Here, it appears that Petitioner will only refer all students for services with WIOA providers. This differs from other adult charter schools in exclusive partnership with WIOA because those schools typically bring the educational component to the WIOA partners’ locations, which functions to embed the educational program that the charter school offers into the WIOA program. The close relationship between the WIOA providers and the charter schools in those instances appears more like an exclusive partnership than simply referring students to WIOA providers like Petitioner proposes in their MOUs with WIOA providers. Furthermore, Petitioner is developing, staffing, providing the facilities, and determining when to roll out the CTE programs without any input or assistance from the WIOA providers it claims to be in exclusive partnership with. This calls into question whether NorCal is even eligible to receive LCFF funding.*

2. Petitioners have employed a “shotgun” approach to submitting petitions.

Board members appear to disregard the time, resources, and finances of districts in which they submit petitions. Per the January 4, 2017 Board meeting minutes, a Board member stated, “Filing multiple petitions may improve our chances for success.” The meeting minutes also indicate that little effort was put into NTT’s petitions. Specifically, during the December 2, 2016 meeting, a Board member stated, “Our petitions are also somewhat problematic since what I wrote was based on what the three of us had written in 2013 and there may be some errors that now need correcting.” These statements are troubling because the District invests substantial resources to review each charter school petition submitted to the District. These investments include extensive time of District Staff, District Board members, and legal counsel. Each petition submitted to the District also requires an expenditure of District funds to complete a thorough review of the charter school petition. Given the extensive investment by the District, the District expects each petitioner to submit timely and well thought out petitions for review. Not to simply submit several petitions to several districts with the hope that one is approved.

*Summary of Petitioner’s Response: Petitioner states NTT has been more focused on who will be served, than initially deciding clearly on where they would be served. But the question of where to serve these students is important. And the answer to where to petition often boils down to*



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*seeing which district is most forward-looking and willing to see past the “charter” label, and instead see how NORCAL Trade & Tech can actually be of benefit to the district, without most of the issues that charter schools may bring to a district. So early on, the NTT board believed that they could improve their chances of finding the right district to work with by approaching multiple districts. Petitioner states each of the original districts approached had one reason or another that it did not appear that NTT would be a good win-win. In the case of Dixon, as Mike Brunelle explained, it just didn’t work because there wasn’t the facilities available that would make it work. In other cases, politics of various forms got in the way. And in other cases, we probably just didn’t do a good enough job of explaining ourselves. In none of the cases were the petitions denied. Petitioner’s full response is at page 3 of its response in its comments to Board Member Vang.*

*CRT’s Commentary Regarding Petitioner’s Written Response: The CRT maintains its concerns regarding Petitioner’s use of the “shotgun” approach. Tremendous district resources are expended leading up to Public Hearings. It is noted that four of the five petitions submitted to other school districts progressed to Public Hearings. Had Petitioner engaged in adequate research and discussions with each of the districts prior to petition submission, petition withdraws may have been avoided and thus limiting the expenditures of the respective districts. Petitioners also claim that they missed the deadline to submit a charter petition with this District for the 16-17 school year, which, per AR 0420.4, is between September 1st and March 1st of the prior school year. So Petitioners started submitting petitions elsewhere. Petitioner claims that it wants to educate a specific population in the Sacramento area but failed to consider the transportation concerns regarding the specific population the Charter School wishes to educate. This issue becomes more relevant when considering that Petitioner submitted petitions to Districts, such as Dixon Unified School District, which is farther away from the population center of Sacramento and would create further transportation issues for the identified student population.*

3. Board members’ other charter school is under investigation.

The current Board Secretary for NTT, Ward Allen, was one of the founders of the Highlands Community Charter School (“HCCS”) authorized by the Twin Rivers Unified School District. (Petition, p. 14.) Mr. Allen’s participation in leadership at HCCS was touted in the Petition for NTT. However, at the direction of the Sacramento County Office of Education, HCCS is currently under investigation and audit by the Fiscal Crisis Management and Assistance Team (“FCMAT”) due to its reimbursement practices.<sup>4</sup> When District Staff inquired about the investigation, NorCal stated that the issues came after the departure of both Ward Allen and Mike Brunelle from HCCS. NorCal also stated that HCCS staff and its board have engaged in

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<sup>4</sup> <http://www.sacbee.com/news/investigations/the-public-eye/article133622034.html>

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voluntary FCMAT training. However, the Board should be aware that the investigation is still ongoing. Further, these practices now in question appear to have occurred at the time of Mr. Allen's and Mr. Brunelle's tenure.

*Summary of Petitioner's Response: Petitioner states that Board members do not have any current involvement with Highlands Community Charter School, but acknowledges that the Highlands Community Charter School is under investigation by FCMAT. Petitioner states that Mike Brunelle was the Board President of Highland during the first year of operations only, and that Ward Allen's involvement with the school ended prior to the investigation starting. Petitioner states that SCUSD should follow constitutional due process requirements and not prejudge the investigation, especially since Petitioner claims that nearly half of FCMAT audits find that no fraud or illegal activities occurred. Petitioner's full response is at page 44 of its response.*

*CRT's Commentary Regarding Petitioner's Written Response: The CRT does not know what the FCMAT findings will be, on the individual Petitioner's involvement, if any, with the issues being reviewed by FCMAT. However, it was Petitioners, themselves who put their operation of Highland Community Charter School at issue in the pending Petition. Petitioners specifically tout their involvement and experience in founding the Highlands Community Charter School multiple times throughout their Petition. In regards to Ward Allen, "In 2013, he and three other started Highlands Community Charter School." (Petition, p. 14.) In regarding to SBAC and enrollment data, "SCUSD may wish to look at data from Highlands Community Charter School, which Ward Allen was a co-founder..." (Petition, p. 34.) Petitioner even states in its response, "We also want to point out that the experience of those involved in the charter school is extensive. Much of the experience of Mike Brunelle and Ward Allen has been with SCUSD, and their record can speak for itself; such as the former SCUSD truck driving program winning the Drucker Award. They also gained experience from their work with Highlands Community Charter School, both from what has been successful at that school, and mistakes made." (Petitioner's Response, p. 36.)*

4. NTT's submitted bylaws do not appear to be registered with the Secretary of State.

While SSI is registered as a corporation with the State, the Secretary of State's website does not contain a copy of the bylaws included in the Appendix. (Appx., p. 94-106.) The only documents available on the Secretary of State's contain SSI's old mission statement, "To provide housing, substance abuse, case management, and employment training services for low income veterans, disabled veterans, or homeless veterans and their families, and to serves individuals with severe disabilities." (Certificate of Amendment of Articles of Incorporation, Filed 09/03/2010.) These

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documents clearly do not include NTT's new mission of providing adult education programs through SSI's proposed Charter School.

The bylaws contained in the Appendix also appear to lack basic formalities such as signatures, dates, or a seal. Petitioner should explain if the bylaws in the Appendix were filed with the Secretary of State, and if so, when they were drafted, signed, and submitted to the Secretary.

*Petitioner's Response: The Bylaws were adopted by the Success Skills Board and mailed to the Secretary of State on December 7, 2017. Petitioner's full response is at page 44 of its response.*

*CRT's Commentary Regarding Petitioner's Written Response: The CRT has no further comment on the Petitioner's response.*

Petitioner also provided written responses to the information cited in Jack Kraemer's December 8, 2017 email to Mike Brunelle as well as individual Board member concerns from the December 7, 2017 Board meeting. Each respective Board member will self-determine the adequacy of their respective provided responses and has the prerogative to inquire further at the January 18, 2018 Board meeting.

#### Petitioner's Responses to Board Member Concerns:

##### Board Member Comments

During the December 7 SCUSD Board Meeting, each of the board members addressed a variety of thoughts, questions, and concerns. Each of these general topics are addressed below, in the order presented. While several board members echoed similar thoughts, to avoid redundancy, each topic is only addressed once, with generally who raised the topic first.

The Petitioner's responses included below have been briefly summarized for your review.

##### Board Member Pritchett

###### Discrepancy between the 40% and 90% Attendance Goals

*Summary of Petitioner's Response:* Petitioner state that for the operations of an adult-serving charter school, sometimes it is appropriate to use the daily enrollment of the school, and sometimes it is appropriate to use the cumulative annual enrollment. When estimating how much attendance will occur for budgeting purposes, it is appropriate to compare how many students attend on a particular day to how many students who were enrolled on that particular day. Or to measure this across the year, to compare the average daily attendance to the average daily enrollment. This is where Petitioner estimates that 90% of currently enrolled students will attend on a daily basis. But for the purposes of Petitioner's annual goals, Petitioner claims it is required to follow the SARC methodology as much as possible, and so Petitioner derives the

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40% by comparing average daily attendance to cumulative annual enrollment. *Petitioner's full response is at page 1 of its response.*

*CRT's Commentary Regarding Petitioner's Written Response:* *The CRT noted its concerns regarding Petitioner's assertion of a 90% ADA and a 40% cumulative annual enrollment on page 7 of the Executive Summary.*

#### Avoiding Additional Costs for 24<sup>th</sup> & Florin Agreement

*Summary of Petitioner's Response:* Petitioner understands that SCUSD does not want to take on additional costs. Petitioner also recognizes that because there may be more improvements needed to 24<sup>th</sup> and Florin than originally expected, Petitioner has increased its facilities budget in the amended charter petition that will be considered on January 18<sup>th</sup>. *Petitioner's full response is at page 2 of its response.*

*CRT's Commentary Regarding Petitioner's Written Response:* *The CRT noted its concerns regarding the necessary improvements needed to make the 24th and Florin site ready for student use on page 5 of the Executive Summary.*

#### Districts Requirements and Liabilities for an Adult Charter

*Summary of Petitioner's Response:* Petitioner claims that adult-serving charter schools have either the same requirements as a traditional K-12 charter school, or have lower requirements and liabilities, because laws generally believe that adults should have more self-responsibility and less need for the state to step in. And, 24<sup>th</sup> and Florin was originally an adult school campus, so it is likely that it meets the requirements for an adult-serving charter school. *Petitioner's full response is at page 2 of its response.*

*CRT's Commentary Regarding Petitioner's Written Response:* *The CRT noted its concerns regarding the necessary improvements needed to make the 24th and Florin site ready for student use on page 5 of the Executive Summary.*

#### Board Member Ryan

##### Having a Continuance to the January 18 Board Meeting

*Summary of Petitioner's Response:* Petitioner believes that the continuance to January 18 is of benefit, although Petitioner is "a bit dismayed" that it was only given until December 19 to submit its response, given that it would seem more reasonable to allow until early January for a response. *Petitioner's full response is at page 2 of its response.*

*CRT's Commentary Regarding Petitioner's Written Response:* *In order for the CRT to have appropriate time to review the responses, issue findings, provide findings to the Board, and properly prepare the item for the January 18th Board meeting, time was of the essence in*

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*receiving the Petitioner's responses. The need for this quick turnaround was also required due to the closing of the District Office for the Holiday Break.*

#### Board Member Minnick

##### Impact on SCUSD if NTT does not make Projected Attendance

Summary of Petitioner's Response: Petitioner explains that in an adult-serving charter school, enrollment occurs year-round, because the students are not in a school. Because of this, hiring of staff will follow enrollment, such that only as enrollment grows, will staff be hired. This is hard to document in the budget that we submitted, as it is a very data driven decision, which occurs on a shorter timescale than the yearly budget. But, DMS, our back office provider, has significant experience with ensuring that charter schools stay solvent, and Mike Brunelle has extensive experience with adult school fiscal matters. *Petitioner's full response is at page 2 of its response.*

CRT's Commentary Regarding Petitioner's Written Response: *The CRT is concerned that Petitioner's response does not consider the fixed costs associated with the operation of a charter school. It is true that staffing levels can be reduced to lower costs, in the event that the Charter School does not make its projected attendance, which help to maintain the Charter School's financial stability. However, Petitioner fails to consider that the costs for facilities and other items will be fixed costs, meaning these costs are set expenditures that cannot be reduced, in the event that the school cannot enroll enough students. Therefore, if Petitioner does not meet its projected attendance, this could result in financial instability for the Charter School. Additionally, while having an experienced team will help with fiscal matters, Petitioner fails to address how it will solve under enrollment issues if they arise and how this could specifically impact SCUSD.*

##### Overall Fiscal Impact of Adult Charter on SCUSD

Summary of Petitioner's Response: NTT would not use any of the funding from the adult school. Instead, as a charter school, NTT intends to earn the same LCFF apportionment funding as other charter schools, but does so without taking any students who the district earns that type of funding for. *Petitioner's full response is at page 3 of its response.*

NTT can have the following positive fiscal impact on SCUSD:

- SCUSD will receive at least a 1% oversight fee
- If NTT uses 24<sup>th</sup> and Florin or other district site(s), SCUSD will receive revenue for this
- NTT will refer adults who already have a U.S. high school diploma to the Skill Center
- SCUSD and NTT may find other win-win relationships which produce additional SCUSD revenues

In addition to the fiscal benefits, NTT can have other positive outcomes for SCUSD:



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- More of the population of SCUSD will have more education
  - Parents of SCUSD students will be more capable of helping their kids
  - Economic improvement for SCUSD
- *CRT's Commentary Regarding Petitioner's Written Response: The CRT acknowledges Petitioner's comments.*

#### Board Member Vang

##### NTT's Multiple Petitions

*Summary of Petitioner's Response:* Petitioner states NTT has been more focused on who will be served, than initially deciding clearly on where they would be served. But the question of where to serve these students is important. And the answer to where to petition often boils down to seeing which district is most forward-looking and willing to see past the "charter" label, and instead see how NORCAL Trade & Tech can actually be of benefit to the district, without most of the issues that charter schools may bring to a district. So early on, the NTT board believed that they could improve their chances of finding the right district to work with by approaching multiple districts. Petitioner states each of the original districts approached had one reason or another that it did not appear that NTT would be a good win-win. In the case of Dixon, as Mike Brunelle explained, it just didn't work because there wasn't the facilities available that would make it work. In other cases, politics of various forms got in the way. *Petitioner's full response is at page 3 of its response.*

*CRT's Commentary Regarding Petitioner's Written Response:* The CRT stated it concerns regarding the Petitioner's "shotgun" approach of submitting petitions on page 29 of the Executive Summary.

##### Why NTT is Petitioning SCUSD

*Summary of Petitioner's Response:* Petitioner states Mike Brunelle and Ward Allen have a long history with SCUSD and there was discussion about how great it would be to be able to have the charter school at 24<sup>th</sup> and Florin, where the adult school previously was. Petitioner claims when Mike and Ward were both no longer a part of Highlands Community Charter School, and started to think about which district would be the best to work with, SCUSD was on their minds. But given SCUSD's board policies about when a petition must be submitted, it was not possible to submit a petition early on. *Petitioner's full response is at page 3 of its response.*

*CRT's Commentary Regarding Petitioner's Written Response:* The CRT addresses its concerns regarding Petitioner's response on page 29 of the Executive Summary.

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#### Potential Safety and Noise Issues in the Neighborhood from Truck Driving

Summary of Petitioner's Response: To not cause noise to the neighborhood, NTT is pursuing a lease of space at N. 16<sup>th</sup> and McCormack for all the behind-the-wheel truck driving training. *Petitioner's full response is at page 3 of its response.*

CRT's Commentary Regarding Petitioner's Written Response: *The CRT addresses concerns with Petitioner's proposed facilities on page 5 of the Executive Summary.*

#### Board Member Cochrane ESL being Taught with Adult Education in SCUSD

Summary of Petitioner's Response: Petitioner believes there is a large need for Adult EL course and that there are more Adult EL students than can be served by SCUSD and NTT combined. Petitioner claims when it comes to serving adults who need to learn English, there are differences between an adult school English as a Second Language (ESL) program, and an adult-serving charter schools English Language Development Program. In the adult-serving charter school, English learners attend generally for no less than 4 hours per day, 5 days a week, requiring more commitment than an adult school's ESL program. (On the flip side, an adult school's ESL's program can be more flexible to adults whose schedule can't fit an adult charter school's requirements). Petitioner states, in an adult-serving charter school, English learners are in a complete adult elementary program, and receive appropriate instruction in history, civics, math and science. While adult school's generally offer this type of instruction to English learners, by the nature of an adult-serving charter school, they must ensure that students have learned these topics. Petitioner does not believe its Charter School will be a competitor with the District and that many positive outcomes will be derived from their EL services. *Petitioner's full response is at page 4 of its response.*

CRT's Commentary Regarding Petitioner's Written Response: *The Charter School will not be recruiting a distinct population of students as Petitioner claims. Instead, the Charter School will be serving many of the same adult students that the District's ESL program current serves. The CRT also believes that there is significant overlap in the education program provided by the District and the Petitioner's proposed educational programs. The District's Adult ESL classes meet three hours a day five days a week in the morning with the possibility of students enrolling both morning and afternoon or only enrolling for the morning or the afternoon. Academics are also provided within the District's Adult ESL classes. ESL students are instructed in Civics within the program. After students have completed their ESL training, they progress to Math and other academic subjects, if they need them.*

#### Investigation of Highlands Community Charter School

Summary of Petitioner's Response: Petitioners recognize that when board members read that a charter school that Mike Brunelle and Ward Allen have been involved with, is under investigation, this is something that they rightfully could worry about. Petitioner states that Board members do not have any current involvement with Highlands Community Charter School, but acknowledges that the Highlands Community Charter School is under investigation

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by FCMAT. Petitioner states that Mike Brunelle was the Board President of Highland only during the first year of operations and that Ward Allen's involvement with the school ended prior to the investigation starting. Petitioner claims that nearly half of FCMAT audits find that no fraud or illegal activities occurred. Petitioner believes that unfortunately the wording used in the PowerPoint and in part of the Executive Summary did not provide proper context. *Petitioner's full response is at page 4 of its response.*

*CRT's Commentary Regarding Petitioner's Written Response:* *The CRT team has noted the Petitioner's commentary regarding the FCMAT investigation.*

#### Board Member Woo

##### Concerns about Deficiencies and Issue with only being Resolved by an MOU

*Summary of Petitioner's Response:* Petitioner believes that some issues can be resolved by an MOU. However, other issues are better solved by amending the Petition. Further, Petitioner believes that appropriate revisions can be made by the next Board meeting on January 18, 2018. While Petitioner notes the challenges presented by the short turnaround time, it believes that the main concerns were addressed by their amendments to the Petition. *Petitioner's full response is at page 5 of its response.*

*CRT's Commentary Regarding Petitioner's Written Response:* *While the CRT believes that some issues have been resolved satisfactorily, many areas of concern still exist.*

#### NTT Absorbing the Cost to Make 24<sup>th</sup> and Florin Usable for Adult Students

*Summary of Petitioner's Response:* We have adjusted our budget to be able to absorb reasonable costs of making 24<sup>th</sup> and Florin usable for our charter school. As noted earlier, this should cost no more than what is required for a traditional charter school that serves children, and may even cost less. *Petitioner's full response is at page 5 of its response.*

*CRT's Commentary Regarding Petitioner's Written Response:* *The CRT noted its concerns regarding the facilities costs of the site at 24th and Florin in the Executive Summary on page 5.*

#### Board Member Hansen

##### Community Support and the Mayor's Support

*Summary of Petitioner's Response:* Petitioner believes that the many letters of support from community leaders demonstrates that what NTT will do is valuable to Sacramento, and that the leaders of Success Skills, Inc. are respected in the community. Petitioner especially appreciates Mayor Steinberg's support, and believe that our adult-serving charter school will advance the excellent work he is doing to improve Sacramento economically, as well as ensuring that we help those who are in the most need. *Petitioner's full response is at page 5 of its response.*



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*CRT's Commentary Regarding Petitioner's Written Response: The CRT acknowledges Petitioner's commentary.*

### III. BUDGET

State income and various other income sources to the District are reduced when students living in District boundaries enroll at a charter school. Under Education Code section 47604, subdivision (c), a school district that grants a charter to a charter school to be operated by, or as, a nonprofit public benefit corporation is not held liable for the charter school's debts or obligations as long as the school district complies with all oversight responsibilities. The District will continue to have monitoring and oversight responsibility for charter school finances, as specified in the Charter Schools Act.

### IV. GOALS, OBJECTIVES, AND MEASURES

Not Applicable.

### V. MAJOR INITIATIVES

Not Applicable.

### VI. RESULTS

Due to concerns described in this report, District Staff recommend that Sacramento City Unified School District Board of Education conference and take action to approve or deny the Petition under the California Charter Schools Act, with due consideration of the factual findings in this report. The factual findings in this report demonstrate that the Petition meets the following conditions for denial under Education Code § 47605:

- 1) The Petitioner is demonstrably unlikely to successfully implement the program set forth in petition.
- 2) The Petition does not contain reasonably comprehensive descriptions of the required charter elements.

### VII. LESSONS LEARNED / NEXT STEPS

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District Staff recommends that the Board approve Resolution 2976 to approve the Petition or approve Resolution 2977 and adopt these written Findings of Fact as its own to deny the Petition.

The initial charter petition is available online at: <http://www.scusd.edu/charter-petitions>

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 2976  
RESOLUTION TO APPROVE THE INITIAL CHARTER PETITION OF  
SUCCESS SKILLS, INC.: NORCAL TRADE AND TECH**

WHEREAS, petitioners for Success Skills, Inc. (“Petitioners”) submitted to Sacramento City Unified School District (“District”) an initial charter petition (“Petition”), dated October 17, 2017 for NorCal Trade and Tech; and

WHEREAS, the District’s Governing Board held a public hearing on November 16, 2017 and took board action on January 18, 2018; and

WHEREAS, the Governing Board has considered the level of public support for NorCal Trade and Tech and has reviewed the Petition, including all supporting documentation; and

WHEREAS, in reviewing the Petition, the Governing Board has been guided by the intent of the California Legislature that charter schools are and should become an integral part of the California educational system and that establishment of charter schools should be encouraged; and

NOW, THEREFORE, BE IT RESOLVED that the Sacramento City Unified School District Board of Education hereby approves the Petition of NorCal Trade and Tech.

BE IT FURTHER RESOLVED the term of the charter shall be for five (5) years, beginning on July 1, 2018 and expiring June 30, 2023.

BE IT FURTHER RESOLVED that the Petition approval is conditional upon signed Memorandums of Understanding for Operations and Special Education by Petitioners and District no later than April 19, 2018.

**PASSED AND ADOPTED** by the Sacramento City Unified School District Board of Education on this 18<sup>th</sup> day of January, 2018, by the following vote:

AYES: \_\_\_\_  
NOES: \_\_\_\_  
ABSTAIN: \_\_\_\_  
ABSENT: \_\_\_\_  
ATTESTED TO:

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Jorge A. Aguilar  
Secretary of the Board of Education

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Jessie Ryan  
President of the Board of Education

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
RESOLUTION NO. 2977  
RESOLUTION TO DENY THE INITIAL CHARTER PETITION OF SUCCESS SKILLS, INC.:  
NORCAL TRADE AND TECH**

WHEREAS, petitioners for Success Skills, Inc. (“Petitioners”) submitted to Sacramento City Unified School District (“District”) an initial charter petition (“Petition”), dated October 17, 2017 for NorCal Trade and Tech; and

WHEREAS, the District’s Governing Board held a public hearing on November 16, 2017 and took board action on January 18, 2018; and

WHEREAS, the Governing Board has considered the level of public support for NorCal Trade and Tech and has reviewed the Petition, including all supporting documentation; and

WHEREAS, in reviewing the Petition, the Governing Board has been guided by the intent of the California Legislature that charter schools are and should become an integral part of the California educational system and that establishment of charter schools should be encouraged; and

WHEREAS, the District staff reviewed and analyzed the Petition and supporting documents for legal, programmatic, and fiscal sufficiency, and has identified deficiencies in the Petition, such that the Petition should be denied; and

NOW, THEREFORE, BE IT RESOLVED that the Sacramento City Unified School District Board of Education hereby adopts the written Staff Report and Proposed Findings of Fact regarding NorCal Trade and Tech; and

BE IT FURTHER RESOLVED, that based on the Findings of Fact set forth in the Executive Summary, the petitioners are demonstrably unlikely to successfully implement the program set forth in the Petition.

BE IT FURTHER RESOLVED, that based on the Findings of Fact set forth in the Executive Summary, the petition does not contain reasonably comprehensive descriptions of required elements of the Petition.

BE IT FURTHER RESOLVED, that for the reasons given above, the Petition is hereby denied.

**PASSED AND ADOPTED** by the Sacramento City Unified School District Board of Education on this 18<sup>th</sup> day of January, 2018, by the following vote:

AYES: \_\_\_\_

NOES: \_\_\_\_

ABSTAIN: \_\_\_\_

ABSENT: \_\_\_\_

ATTESTED TO:

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Jorge A. Aguilar  
Secretary of the Board of Education

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Jessie Ryan  
President of the Board of Education



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.1a

**Meeting Date:** January 18, 2018

**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:** None

**Financial Considerations:** See attached.

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

**Documents Attached:**

1. Grants, Entitlements, and Other Income Agreements
2. Expenditure and Other Agreements
3. Recommended Bid Awards – Facilities Projects
4. Notices of Completion – Facilities Projects

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

**Submitted by:** Gerardo Castillo, CPA, Chief Business Officer  
Jessica Sulli, Contract Specialist

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

## **GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE**

<u>Contractor</u>	<u>New Grant</u>	<u>Amount</u>
<b><u>ADULT EDUCATION</u></b>		
California Department of Education A18-00061	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2016/17	\$236,924 No Match
7/1/17 – 6/30/18: Workforce Innovation and Opportunity Act, Title II: Adult Education and Family Literacy Act. Programs supported by these funds improve employment opportunities and provide training and education to community adults. Achievement in Adult Basic Education, English as a Second Language, General Education Development and Adult Secondary Education is measured through testing. Benchmarks are tracked for future funding opportunities.		

<b><u>SPECIAL EDUCATION</u></b>		
California Department of Education A18-00060	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No, received grant in 2016/17	\$139,420 No Match
7/1/17 – 6/30/18: Early Intervention Grant to be used for Early Education Programs run by the Sacramento County Office of Education serving medically fragile infants and toddlers with disabilities and their families.		

## **EXPENDITURE AND OTHER AGREEMENTS**

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<b><u>BUSINESS SERVICES</u></b>		
SA18-00388 First Capitol Consulting	11/22/17 – Completion of Services: Provide project management and analytics oversight for response to IRS letter 226J regarding district's 2015 ACA filings with the objective to eliminate IRS penalties.	\$150,000 General Funds
SA18-00392 Center for Collaborative Solutions	1/18/18 – 12/31/18: Conduct an independent evaluation of the costs and quality of the current employer-sponsored health benefits offered and provide recommendations as to how these benefit offerings can be improved.	\$165,000 General Funds
<b><u>FACILITIES SUPPORT SERVICES</u></b>		
SA18-00152 WLC Architects	1/18/18 – Completion of Services: Architectural services as required for the Luther Burbank High School Core Academic Renovation project.	\$1,165,152 Measure Q Funds
SA18-00345 WLC Architects	1/18/18 – Completion of Services: Architectural services as required for the new Career Technical Education Building at the School of Engineering and Sciences.	\$259,480 CTE Incentive Grant
SA18-00368 Verde Design	1/18/18 – Completion of Services: Architectural services as required for the Hiram Johnson High School Athletic Field Improvement project.	\$432,033 Measure Q Funds
SA18-00369 Hibser Yamauchi Architects	1/18/18 – Completion of Services: Architectural services as required for the Hiram Johnson High School Core Academic Renovation project.	\$773,850 Measure Q Funds

## **RECOMMENDED BID AWARDS – FACILITIES PROJECTS**

**Bid No:** Class Size Reduction – Sewer & Water at 7 Sites: Crocker/Riverside, Genevieve Didion, Leonardo da Vinci, Matsuyama, Phoebe Hearst, Pony Express and Sutterville

**Bids received:** December 18, 2017

**Recommendation:** Award to BRCO Constructors

**Funding Source:** Measure Q Funds

<b>BIDDER</b>	<b>BIDDER LOCATION</b>	<b>AMOUNT</b>
BRCO Constructors	Rocklin, CA	\$385,000
Landmark Construction	Loomis, CA	\$393,800

## **NOTICES OF COMPLETION – FACILITIES PROJECTS**

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

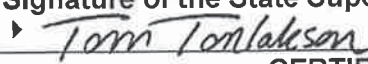

<b>Contractor</b>	<b>Project</b>	<b>Completion Date</b>
Saenz Landscape Construction Company	Irrigation Improvements & Outdoor Learning Area at A.M. Winn K-8 School	December 1, 2017
Olympic Land Construction	Irrigation Improvements at Sam Brannan Middle & John Cabrillo Elementary	December 22, 2017



RECEIVED

DEC 22 2017

# Grant Award Notification

<b>GRANTEE NAME AND ADDRESS</b> JosÈ Banda, Superintendent Sacramento City Unified School District 5735 47th Avenue Sacramento, CA 95824		<b>OFFICE OF THE SUPERINTENDENT</b> Sacramento City Unified School District		<b>CDE GRANT NUMBER</b>					
				<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>		
<b>Attention</b> Susan Lytle Gilmore, Director	<b>Program Office</b> Adult Education	<b>Telephone</b> 916-277-6533	<b>STANDARDIZED ACCOUNT CODE</b>	<b>Resource Code</b>	<b>Revenue Object Code</b>	<b>COUNTY</b>	<b>INDEX</b>		
<b>Name of Grant Program</b> Workforce Innovation and Opportunity Act, Title II: Adult Education and Family Literacy Act, Public Law 113-128, Section 225, Section 231, and Section 243							615		
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>			
	\$236,924		\$236,924		July 1, 2017	June 30, 2018			
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>			<b>Federal Agency</b>				
84.002A	V002A170005	Adult Education and Family Literacy Act			U.S. Department of Education				
<p>I am pleased to inform you that you have been funded for the Workforce Innovation and Opportunity Act, Title II: Adult Education and Family Literacy Act Grant program.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Janet Morrison, Associate Governmental Program Analyst Adult Education Office California Department of Education 1430 N Street, Suite 4202 Sacramento, CA 95814-5901</p>									
<b>California Department of Education Contact</b>				<b>Job Title</b>					
Janet Morrison				Associate Governmental Program Analyst					
<b>E-mail Address</b>					<b>Telephone</b>				
jamorris@cde.ca.gov					916-323-6045				
<b>Signature of the State Superintendent of Public Instruction or Designee</b>					<b>Date</b>				
					December 13, 2017				
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>									
<p>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</p>									
<b>Printed Name of Authorized Agent</b>				<b>Title</b>					
<b>E-mail Address</b>					<b>Telephone</b>				
<b>Signature</b>					<b>Date</b>				
									

RECEIVED

DEC 11 2017

**Grant Award Notification**

OFFICE OF THE SUPERINTENDENT OF PUBLIC INSTRUCTION

<b>GRANTEE NAME AND ADDRESS</b> Sacramento City Unified School District P.O. Box 246870 Sacramento, CA 95824-6870				<b>CDE GRANT NUMBER</b>						
				<b>FY</b>	<b>PCA</b>	<b>Vendor Number</b>	<b>Suffix</b>			
				17	23761	6743	00			
<b>Attention</b> Jorge Aguilar, Superintendent				<b>STANDARDIZED ACCOUNT CODE STRUCTURE</b>				<b>COUNTY</b>		
<b>Program Office</b> Sacramento City Unified SELPA 3412				<b>Resource Code</b>		<b>Revenue Object Code</b>		34		
<b>Telephone</b> 916-643-9000				3385		8182		<b>INDEX</b>		
<b>Name of Grant Program</b> 2017-18 Part C, Early Education Programs								0663		
<b>GRANT DETAILS</b>	<b>Original/Prior Amendments</b>	<b>Amendment Amount</b>	<b>Total</b>	<b>Amend. No.</b>	<b>Award Starting Date</b>	<b>Award Ending Date</b>				
	\$139,420		\$139,420		7/1/2017	6/30/2018				
<b>CFDA Number</b>	<b>Federal Grant Number</b>	<b>Federal Grant Name</b>				<b>Federal Agency</b>				
<p>I am pleased to inform you that you have been funded for the Part C, Early Education Programs grant.</p> <p>This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.</p> <p>Please return the original, signed Grant Award Notification (AO-400) to:</p> <p style="text-align: center;">Teresa Campbell, Associate Governmental Program Analyst Teaching and Learning Support Branch Special Education Division, Administrative Services Unit California Department of Education 1430 N Street, Room 2401 Sacramento, CA 95814-5901</p>										
<b>California Department of Education Contact</b> Alexa Slater, Special Education Division					<b>Job Title</b> Associate Governmental Program Analyst					
<b>E-mail Address</b> <a href="mailto:aslater@cde.ca.gov">aslater@cde.ca.gov</a>					<b>Telephone</b> 916-322-0581					
<b>Signature of the State Superintendent of Public Instruction or Designee</b> ▶ <i>Tom Tomlinson</i>					<b>Date</b> November 30, 2017					
<b>CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS</b>										
<i>On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.</i>										
<b>Printed Name of Authorized Agent</b>					<b>Title</b>					
<b>E-mail Address</b>					<b>Telephone</b>					
<b>Signature</b> ▶					<b>Date</b>					



**First Capitol Consulting, Inc.**

**FIRST AMENDMENT TO AGREEMENT**

This First Amendment ("Amendment") is made to the **IRS Letter 226J Response Services Agreement, Form 2015 226J Response – SCUSD – 112217** dated November 22, 2017 (the "Agreement") by and between First Capitol Consulting, Inc. ("FCC") and Sacramento City Unified School District ("Client"). This Amendment is entered into and made effective as of the last date of signature below.

**WHEREAS**, FCC and Client mutually desire to amend the Agreement as more particularly set forth below.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Notwithstanding anything to the contrary set forth in the Agreement, the total fees payable to FCC arising under the Agreement shall not exceed **\$150,000.00** without prior written approval by Client.
2. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.
3. This Amendment embodies the entire agreement among the parties with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.
4. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend the Agreement, as hereby amended, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.
5. This Amendment shall be construed and governed by the laws of the State of California.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the date(s) set forth below.

**Sacramento City Unified School District**

**First Capitol Consulting, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**First Capitol Consulting, Inc.**

3530 Wilshire Blvd., Suite 1460, Los Angeles, CA 90010 · Phone: (213) 382-1115 · Fax: (213) 382-3806 · [www.firstcapitolconsulting.com](http://www.firstcapitolconsulting.com)



**First Capitol Consulting, Inc.**

This Agreement, along with the attached General Terms and Conditions, sets forth the terms of our engagement and the scope of our professional services with respect to First Capitol Consulting Inc.'s ("FCC") IRS Letter 226J Response Services for **Sacramento City Unified School District** ("Client").

The scope of our IRS Letter 226J Response Services are in two separate phases:

**Phase I: ACA Reconciliation**

This Phase is based on Client's methodology for its ACA filings for the 2015 reporting year. FCC will provide project management and analytics oversight based on Client's 2015 ACA filings with the objective to eliminate IRS penalties. This Phase entails the following process:

<b>1. Review 1094-C Part II (Offer of Coverage %).</b> Determine whether the 70% / 95% offer threshold was accurately checked based on Client's methodology.
<b>2. Review Remainder of 1094-C and 1095-Cs for PTC Listed Employees.</b> Review filed 1094-C and 1095-Cs for employees identified in IRS Form 14765 ("PTC Listed Employees") and verify whether filed reporting is consistent with Client's methodology.
<b>3. Verify Enrollment Status of PTC Employees.</b> Review enrollment status onto Client's healthcare plan(s) of PTC Listed Employees.
<b>4. Verify Offers of Health Coverage for Non-Enrolled PTC Employees.</b> Review offer of healthcare coverage status of PTC Listed Employees and their dependents; and verify whether self-only coverage meets an ACA Affordability safe harbor and Minimum Value threshold for the listed penalty eligible months.
<b>5. Verify FT/LNA Status of PTC Employees.</b> Review employment status (full-time ("FT") or non-FT) of PTC Listed Employees for the penalty eligible months and limited non-assessment ("LNA") period applicability.
<b>6. Prepare PTC Employee Verification Report.</b> Prepare detailed report of PTC Listed Employees' review/analysis with documentation for Steps 1-3 above in support of Client response to IRS proposed Employer Shared Responsibility Payment ("ESRP").
<b>7. Calculate Adjusted 4980H Assessment.</b> Provide adjusted 4980H penalty calculations. If Client elects to proceed with response to Letter 226J with the recalculated 4980H amount proceed to Steps 8 and 9 below. If Client elects to proceed with FCC performing the Comprehensive ACA Re-determination (Phase II), skip Steps 8 and 9 and proceed to Phase II.
<b>8. Correct PTC Listing Errors.</b> Prepare corrections to Form 14765 based on verification results.
<b>9. Assist in Client Response to Letter 226J.</b> Assist Client in preparing ESRP disagreement response to the IRS as applicable with PTC Employee Verification Report available for backup.

  
Initial

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## Phase II: Comprehensive ACA Redetermination

This Phase entails a comprehensive redetermination of the ACA information filed in the 1094-C and 1095-C forms for the 2015 reporting year with the objective to minimize penalties.

<b>1. FT Employee Redetermination and Analysis.</b> Review filed 1094-C and evaluate Client methodology of FT count for compliance with IRS sanctioned methods; Redetermine FT/non-FT status of each employee as needed.
<b>2. Employer Aggregation and ALE Analysis.</b> Review filed 1094-C and confirm accuracy of Applicable Large Employer ("ALE") status with underlying employer aggregated groups based on analysis of Client's corporate ownership, affiliates and working inter-relationships.
<b>3. Healthcare Plan Compliance Analysis.</b> Review Client healthcare plan(s) for compliance with FT employee/dependent(s) eligibility, Minimum Value, and waiting period restrictions.
<b>4. Offer of Healthcare Coverage Analysis.</b> Review Client's offers of healthcare coverage (e.g., offers, enrollment, declinations/opt-outs) to determine compliance with threshold percentage of offers.
<b>5. Affordability Analysis.</b> Analyze Client healthcare plan(s), employee contribution rates, other employee benefit(s), and consolidate and reconcile with Client payroll and human resources data to determine compliance with Affordability criteria for each FT employee.
<b>6. Prepare Redetermination Report for 4980H Penalties with Supporting Documentation.</b> Prepare detailed report and supporting documentation of re-determined proposed Section 4980H penalties based on the analysis in Steps 1-5 above and comparison with ESRP Summary from IRS.
<b>7. Correct PTC Listing Errors.</b> Prepare corrections to Form 14765 based on redetermination results.
<b>8. Assist in Client Response to Letter 226J.</b> Assist Client in preparing ESRP disagreement response to the IRS as applicable with Redetermination Report available for backup.

### Term

This Agreement shall take effect on the date set forth on the signature page hereunder (the "Effective Date") and shall remain in effect until the last deliverable Service for the 2015 reporting year is completed by FCC (the "Term").

### Fees and Billing

  
[initial]

**Phase I** for 2015 reporting year charges a fee of **\$250 per PTC Listed Employee** subject to a **\$2,000 minimum fee**.

  
[initial]

**Phase II** for 2015 reporting year charges a fee of **\$51 per W-2 employee of the reporting year** subject to a **\$12,000 minimum fee**.

For purposes of this Agreement, "W-2 employee of the reporting year" shall be calculated as the total number of W-2 employees that were paid wages at any time during the reporting year.

If Client selects Phase II in addition to Phase I for the 2015 reporting year, all fees paid by Client for Phase I shall be credited to Client toward the Phase II fees for the 2015 reporting year.

### General Client Requirements:

Phases I and II are subject to the following Client requirements: (i) Client is required to furnish to FCC client data that is complete and accurate ("Client Data"). (ii) Client is required to furnish copies of all filed 2015 1094-C form(s) for Client and 1095-C forms for PTC Listed Employees, along with identification of utilized methodology to complete all such forms and supporting documentation (including, but not limited to payroll and benefits data files). (iii) FCC reserves the right to require Client to provide any Client Data file exceeding 100 inputs to be provided to FCC in a readily transferrable electronic format (e.g., CSV, Excel). A \$750 conversion fee will be charged for *each* Client Data required to be provided to FCC in a readily transferrable electronic format but does not comply with FCC requirements. Such fee does not include any third-party fees, for which the Client

  
[initial]

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is solely responsible. (iv) Client is required to make an initial submission of all requested Client Data to FCC for the 2015 reporting year within five (5) calendar days of this Agreement. If FCC identifies to Client any missing data, Client must furnish all such missing data no later than two (2) business days of FCC's written request. (v) If FCC requests Client benefits data files, such data files must include all information requested by FCC, which may include, but not limited to, the following: for each Client employee: (a) name; (b) social security number ("SSN"); (c) employee class (e.g., officer, manager); (d) offer of healthcare coverage start and end date(s); (e) healthcare enrollment start and end date(s); and for each employee's dependent(s): (f) name; (g) SSN or date of birth; and (h) healthcare enrollment start and end date(s). (vi) Each resubmission of a Client Data file to FCC that occurs more than twenty four (24) hours after the prior submission will result in Client being charged an additional reprocessing fee of \$750. Client understands that any resubmission may result in delay in the completion of the Services, including after the applicable IRS deadline for responding to Letter 226J, without any liability to FCC. (vii) Client is required to cooperate in securing any available IRS extensions deemed necessary by FCC.

Phase II is subject to the following additional Client requirements: (viii) Client is required to furnish copies of all filed 2015 1095-C forms, along with identification of utilized methodology to complete all such forms and supporting documentation (including, but not limited to payroll and benefits data files). (ix) If the Look-Back Measurement Method is to be applied, Client must furnish Client Data for the required look-back period. (x) Client is required to provide W-2 count for 2015.

### **Billing**

For *Phase I*: Upon engagement, Client shall pay a non-refundable deposit of **\$2,000** to be applied towards the Services for the 2015 reporting year. Upon completion of Services for Phase I, Client will be invoiced for the remainder of the fees. FCC shall not commence Services for Phase I until receipt of this signed Agreement and the deposit.

For *Phase II*: Upon engagement, Client shall pay a non-refundable deposit of **\$12,000** to be applied towards the Services for the 2015 reporting year. Upon completion of Services for Phase II, Client will be invoiced for the remainder of the fees. All fees paid for Phase I shall be credited towards the fees for Phase II. FCC shall not commence Services for Phase II until receipt of this signed Agreement and the deposit.

Any and all miscellaneous fees will be invoiced when incurred.

Any invoice in an amount of \$3,000 or less requires payment via credit card. Should any invoice not be paid within thirty (30) days from the date of each such invoice, FCC will charge an additional one point five percent (1.5%) on the total outstanding balance for each thirty (30) day period that elapses once payment is due. The terms and conditions set forth in this Agreement (including the attached General Terms and Conditions to the extent that such Terms and Conditions are not contrary to this Agreement) are accepted and affirmed.


### **Early Termination**

Client acknowledges and agrees that the fees due under this Agreement for the Term are based on Client's agreement to receive and pay for the Services provided to Client for the full Term. Accordingly, if Client terminates this Agreement prior to the expiration of the Term, Client shall pay FCC twenty five percent (25%) of the uninvoiced amount of the total fees arising under this Agreement for the remainder of the Term (the "Early Termination Fee"). The Early Termination Fee is an agreed upon amount of damages, not a penalty.

***THIS AGREEMENT WILL NOT BE EFFECTIVE IF SIGNED AFTER: November 30, 2017***. No interlineations to this Agreement shall be binding unless initialed by Client and FCC.

### **ACKNOWLEDGED, ACCEPTED AND AGREED TO:**

By (Signature):

  
Gerardo Castillo

Date:

11/22/2017  
CB

Name (Print):

Title:

**The following Client EIN(s) are expressly made part of, and incorporated by reference, into this Agreement:**

EIN:

94-6002491

EIN:

EIN:

EIN:

EIN:

EIN:

(Attach Addendum for additional Client EINs)

**FirstCapitolConsulting.com**

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Center for Collaborative Solutions  
1337 Howe Avenue, Suite 210  
Sacramento, CA 95825  
916-567-9911



Sacramento City Unified School District

CECHCR Contract #05-2017-059

## CECHCR Professional Services Agreement

This Professional Services Agreement (the "Agreement") is entered into between Sacramento City Unified School District, an agency of the State of California ("SCUSD"), and the Center for Collaborative Solutions (CCS), a 501(c)(3) non-profit California corporation, doing business as CECHCR, collectively referred to as "The Parties", effective as of December 19, 2017. 25 cc

- A) SCUSD is a public school district located in Sacramento County in the State of California. SCUSD offers its eligible employees and retirees a 2017-18 Health Benefit package consisting of medical, dental, vision and life insurance coverage. SCUSD seeks the Professional and Educational Services outlined in this Agreement to support its Employee Health Benefit offerings. ✓
- B) CECHCR is a statewide project of CCS advised by management and labor organizations representing the state's public school districts and their employees. CECHCR is committed to improving health care quality and reducing costs in the state's public education sector. ✓
- C) J. Glynn & Company (JG&Co) is an independent contractor and Health Benefit consulting firm with expertise in developing solutions to reduce the costs and improve the quality of health care services provided to its clients and the communities they serve. JG&Co is the exclusive agent of CCS/CECHCR and will provide and perform all of the Professional and Educational Services included in this Agreement, and will serve as the Business Associate for this Agreement as further outlined in Addendum A of this Agreement. ✓
- D) This Agreement will outline the terms and scope of the Professional and Educational Services to be provided by CCS/CECHCR and JG&Co included in this engagement, as related to the Health Benefits offered by SCUSD to its eligible employees and their family members. The Parties agree as follows: ✓

- I. **OBJECTIVITY.** In order to maintain independence and objectivity, neither CECHCR nor JG&Co, nor any of their employees, agents or subcontractors shall receive any form of compensation, commission, overrides or other remuneration from insurance carriers, brokers, sales agents or other similar third parties for any services rendered to SCUSD. ✓



## **II. SCOPE OF PROFESSIONAL AND EDUCATIONAL SERVICES**

- A) Receipt and processing of data requested from SCUSD in accordance with the Timeline outlined in Addendum B of this Agreement. ✓
- B) Initial work on the development of an RFP pursuant to the Addendum B timeline and in preparation for completion of the services outlined in Addendum C of this Agreement. ✓
- C) In order to preserve the Addendum B timeline, all data requested from SCUSD by CECHCR must be received by CECHCR by the deadline specified in Addendum B for receipt of such data. Any delays in receipt by CECHCR of such data will cause delays in producing deliverables. ✓

## **III. CONFIDENTIALITY AND TRANSPARENCY**

- A) All Protected Health Information (PHI) will be maintained in a confidential manner as required under the terms of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") and their implementing regulations (collectively referred to as the "Acts"), as outlined in the HIPAA-HITECH compliant Business Associates Addendum attached as Addendum A to this Agreement, which is hereby incorporated into this Agreement. ✓
- B) JG&Co will serve as the exclusive Business Associate and shall be the only authorized recipient of data for the purposes of this Agreement. ✓
- C) All reporting will exclude any PHI that may be encountered in this engagement. All reporting to SCUSD, its Health Benefit Committees and any related entities, employees, agents or persons, including CECHCR, will be aggregated at the Employer Sponsor level in order to maintain the confidentiality required under the Acts. ✓
- D) Opinions and written reports will be prepared in a professional and transparent manner and will be distributed to SCUSD as well as authorized representatives of district bargaining units. ✓
- E) All personnel at CECHCR and JG&Co will keep confidential all information provided by your organization that is not already in the public domain.

## **IV. COMPENSATION**

- A) Professional Fees. Professional fees for the resources required to complete the services described in section II above are \$15,000. ✓

- B) Additional costs. Additional charges, if any, for costs incurred related to the matter, including but not limited to research data, documents, communications, production and duplication of documents and reasonable travel and lodging for unscheduled meetings shall first be mutually agreed upon by the parties and invoiced at cost.
- C) Invoices and Payment. One invoice for professional services shall be prepared by CECHCR and submitted for payment by SCUSD in December of 2017. A late payment penalty equal to 1.5 percent shall be charged on balances not paid within 30 days of the date of invoice. *January 2018*

## **V. TERM**

- A) Term. The term of this Agreement commences upon the effective date of this Agreement continuing for 30 days. *✓*

## **VI. TERMINATION**

- A) Neither party may terminate this 30-day Agreement.

## **VII. INSURANCE AND TAXES**

- A) CECHCR and JG&Co, at their sole cost and expense, shall secure and maintain in full force and effect throughout the term of this Agreement policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to SCUSD which will protect CECHCR, JG&Co and SCUSD from claims which may arise out of or result from CECHCR's or JG&Co's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance coverage shall include:
1. Workers' Compensation. Workers' Compensation as required under California State law;
  2. Commercial General Liability, Professional Liability and Employer's Liability (in an amount not less than \$1,000,000.00);
- B) CECHCR and JG&Co shall assume full responsibility for payments of Federal, State, and local taxes or contributions imposed or required under the Social Security, Workers' Compensation and/or income tax laws, or any disability or unemployment law, or retirement contributions of any sort whatsoever, concerning CECHCR, JG&Co or any employee, agent or subcontractor thereof, and shall further indemnify and hold harmless SCUSD from any such payment or liability arising out of or in any manner connected with CECHCR's performance under this Agreement.

## VIII. GENERAL

- A) **Best Efforts.** CECHCR shall use its best commercially reasonable efforts to provide you with quality professional services. It is recognized, however, that we do not predict or guarantee any particular outcome or specific result.
- B) **Governing Law; Venue.** This Agreement shall be governed by and construed to be in accordance with the laws of the State of California applicable to contracts between California residents entered into and to be performed entirely with the State of California. Any action or proceeding arising directly or indirectly from this Agreement shall be litigated in an appropriate state court in the County of Sacramento, State of California, or in the United States Federal District Court for the Eastern District of California.
- C) **Attorneys' Fees.** If any legal action is necessary to enforce this Agreement, whether in court or arbitration, the prevailing Party shall be entitled to recover its expenses incurred in connection with said dispute, including, but not limited to, expert witness fees, court costs, whether taxable or non-taxable, and reasonable attorneys' fees, in addition to any other relief to which that Party may be entitled.
- D) **Indemnification.** CECHCR and JG&Co agree to indemnify, defend and hold SCUSD, its officers, agents, and employees harmless from any and all claims, losses, actions, damages, expenses or liabilities arising out of the negligent acts or omissions of CECHCR and JG&Co, its officers, agents, or employees by reason of the operation of this Agreement.
- E) **No Third Party Beneficiaries.** Nothing in this Agreement shall confer any right, remedy, obligation or liability whatsoever upon any person or entity other than the Parties hereto, and their respective successors and assigns.
- F) **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous oral or written communications pertaining thereto, all of which are merged in this Agreement. In executing this Agreement, neither Party has relied upon any warranty, representation, assurance or inducement that is not expressly set forth herein. No other agreement, statement, or promise not contained in this Agreement shall be valid or binding.
- G) **Severability.** If any court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, such provision shall be interpreted to the maximum extent to which it is valid and enforceable. The remaining provisions of this Agreement shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
- H) **Execution in Counterparts.** This Agreement may be executed in counterparts, and the Parties may return said execution via mail, e-mail or facsimile. Each counterpart shall be deemed an original, and all of which taken together shall constitute one and

the same Agreement. This Agreement is not binding and effective until it is executed by the Parties herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

For Sacramento City Unified School District:

  
\_\_\_\_\_  
Signature

Gerardo Castillo  
\_\_\_\_\_  
Name

CB  
\_\_\_\_\_  
Title

12/25/2017  
\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
Janet Walden

President & CEO, Center for Collaborative Solutions

12/21/17  
\_\_\_\_\_  
Date



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## **CECHCR Professional Services Agreement**

This Professional Services Agreement (the “Agreement”) is entered into between Sacramento City Unified School District, an agency of the State of California (“SCUSD”), and the Center for Collaborative Solutions (CCS), a 501(c)(3) non-profit California corporation, doing business as CECHCR, collectively referred to as “The Parties”, effective as of January 18, 2018.

- A) SCUSD is a public school district located in Sacramento County in the State of California. SCUSD offers its eligible employees and retirees a 2016-17 Health Benefit package consisting of medical, dental, vision and life insurance coverage. SCUSD seeks the Professional and Educational Services outlined in this Agreement to support its Employee Health Benefit offerings.
- B) CECHCR is a statewide project of CCS advised by management and labor organizations representing the state’s public school districts and their employees. CECHCR is committed to improving health care quality and reducing costs in the state’s public education sector.
- C) J. Glynn & Company (JG&Co) is an independent contractor and Health Benefit consulting firm with expertise in developing solutions to reduce the costs and improve the quality of health care services provided to its clients and the communities they serve. JG&Co is the exclusive agent of CCS/CECHCR and will provide and perform all of the Professional and Educational Services included in this Agreement, and will serve as the Business Associate for this Agreement as further outlined in Addendum A of this Agreement.
- D) This Agreement will outline the terms and scope of the Professional and Educational Services to be provided by CCS/CECHCR and JG&Co included in this engagement, as related to the Health Benefits offered by SCUSD to its eligible employees and their family members. The Parties agree as follows:

**I. OBJECTIVITY.** In order to maintain independence and objectivity, neither CECHCR nor JG&Co, nor any of their employees, agents or subcontractors shall receive any form of compensation, commission, overrides or other remuneration from insurance carriers, brokers, sales agents or other similar third parties for any services rendered to SCUSD.

### **II. SCOPE OF PROFESSIONAL AND EDUCATIONAL SERVICES**

- A) Evaluation & Report

1. Conduct an independent evaluation of the reasonableness of the costs and the quality of the current employer-sponsored Health Benefits offered, including recommendations as to how these benefit offerings might be improved;
  2. Prepare a quantitative assessment of the quality performance of hospital and medical group providers in the general SCUSD Health Service Area and those currently providing care for SCUSD eligible employees and their family members;
  3. Provide education, evaluation and monitor insurance regulation compliance on state and federal levels;
  4. Draft and issue any necessary Request for Proposal (RFP), and evaluating proposals received; and
  5. Prepare a report of findings, including detailed side-by-side actuarial comparisons of the Benefits Vendors and plan options available to SCUSD & Sacramento City Teachers Association (SCTA), and to SCUSD & all eligible employees in the district.
- B) In order to preserve any timelines offered by CECHCR for its deliverables under this Agreement, all data requested from SCUSD by CECHCR must be received by CECHCR by the CECHCR deadline for receipt of such data. Any delays in receipt by CECHCR of such data will cause delays in producing deliverables
- C) Implementation Services
1. Educate, advise and assist SCUSD and its unions in the full implementation of any alternative Health Benefits options, selected by SCUSD, including:
    - a. Coordination and scheduling of internal district resources, CECHCR Professional resources and external vendor resources related to this effort, including the selected plan and the various health plan carriers;
    - b. Design of employee communication materials, general assembly town hall presentation materials, and other enrollment informational materials;
    - c. Coordination of eligibility information between new and old health plan carriers;
    - d. Provision of on-site professional personnel to conduct training sessions, and general assembly town hall presentations to all eligible employees, and to assist individual eligible employees to select plans, and complete all necessary enrollment documents during open enrollment;
    - e. Validation and preparation of all necessary enrollment documents for transmittal to the selected plan;
    - f. Coordination of any necessary SCUSD resources required to complete enrollment and identify and track any missing enrollees;

- g. Coordination of onsite presence of enrollment representatives for any employees eligible for Covered California or Expanded Medi-Cal.

D) Ongoing Involvement

1. Continue to educate the Health Benefit Committees on how to become better purchasers and users of healthcare services, evaluate the costs and quality of available healthcare, and make recommendations as to how SCUSD may continue to improve their offerings. These services will be provided at the request of the district on an ongoing basis, and can include, but are not necessarily limited to:
  - a. Ongoing health education modules aimed at providing a greater understanding of the drivers of cost and quality of healthcare to the Health Benefit Committees, and improving the general health literacy of the SCUSD employee population at large;
  - b. Ongoing cost, market, and quality of care analysis and continued improvement of the effectiveness of plan offerings;
  - c. Advising administrative staff in “best practices” of benefit administration, including benefit plan accounting, enrollment maintenance, and benefit vendor assessment, review and selection;
  - d. Presenting and explaining renewal plan documents to various groups including the SCUSD Health Benefit Committees, Board of Education and labor unions.
  - e. Organizing Open Enrollment, including health fairs, and designing employee communications;
  - f. Participating in Health Benefit Committee meetings as requested;
  - g. Participation as requested at separate district or union meetings;
  - h. Evaluating the impact of the Affordable Care Act (ACA), the Statewide Exchange (Covered California), and any other legislation may have on the district sponsored plan offerings;
  - i. Employer–Employee Advocate services. Providing a liaison between the district and local area hospitals, medical groups and dental practices to resolve differences ranging from simple misunderstandings, to major disputes involving significant out-of-network patient responsibilities;
  - j. Facilitation services to improve the structure and functioning of the SCUSD Health Benefit Committees.
  - k. Assisting in evaluating or designing active health promotion & wellness programs.



- E) Other Services. Other professional services to assist SCUSD in the implementation of these and other recommendations, such as fair market valuations for resolving large medical claim disputes, staffing of wellness and health improvement initiatives, and filing of required regulatory forms can be provided under separate agreements and are outside the scope of this Agreement.

### **III. CONFIDENTIALITY AND TRANSPARENCY**

- A) All Protected Health Information (PHI) will be maintained in a confidential manner as required under the terms of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”) and their implementing regulations (collectively referred to as the “Acts”), as outlined in the HIPAA-HITECH compliant Business Associates Addendum attached as Addendum A to this Agreement, which is hereby incorporated into this Agreement.
- B) JG&Co will serve as the exclusive Business Associate and shall be the only authorized recipient of data for the purposes of this Agreement.
- C) All reporting will exclude any PHI that may be encountered in this engagement. All reporting to SCUSD, its Health Benefit Committees and any related entities, employees, agents or persons, including CECHCR, will be aggregated at the Employer Sponsor level in order to maintain the confidentiality required under the Acts.
- D) Opinions and written reports will be prepared in a professional and transparent manner and will be distributed to SCUSD as well as authorized representatives of district bargaining units.
- E) All personnel at CECHCR and JG&Co will keep confidential all information provided by your organization that is not already in the public domain.

### **IV. COMPENSATION**

- A) Professional Fees. Professional fees for the resources required to complete the services described in section II, above are \$165,000 for the first eleven months of service, \$120,000 for the second year of service, and \$110,000 for the third year of service.
- B) Additional costs. Additional charges, if any, for costs incurred related to the matter, including but not limited to research data, documents, communications, production and duplication of documents and reasonable travel and lodging for unscheduled meetings shall first be mutually agreed upon by the parties and invoiced at cost.
- C) Invoices and Payment. Invoices for professional services shall be prepared by CECHCR and submitted for payment by SCUSD on the first day of each month in equal advance monthly installments commencing with the effective date of this Agreement. A late payment penalty equal to 1.5 percent per month shall be charged on balances not paid within 30 days of the date of invoice.

## **V. TERM**

- A) Term. The term of this Agreement commences upon the effective date of this Agreement continuing for 35 months. Should the parties desire to renew this Agreement, the terms of such renewal, including Professional Fees, will be negotiated upon renewal.

## **VI. TERMINATION**

- A) Termination During the First Year of the Agreement
  - 1. In the event SCUSD chooses not to implement any changes presented by CECHCR under this Agreement, SCUSD can terminate this agreement any time after four (4) months engagement by giving thirty (30) days advance written notice to CECHCR. SCUSD will pay CECHCR the prorated annual professional fees for the first year of service for the period from the commencement date of this Agreement through the effective date of written notice of non-implementation.
  - 2. In the event that SCUSD terminates this Agreement for any reason after Implementation of recommendations and prior to the end of the first anniversary of the effective date of this Agreement, SCUSD will be responsible to pay the entire professional fee for the first year of service. SCUSD shall give thirty (30) days advance written notice of termination to CECHCR, and payment for any unpaid portion of the Professional Fees for the first year of service shall be due and payable within thirty (30) days.
- B) Termination After the First Year of the Agreement. Either Party can terminate this Agreement for any reason by giving ninety (90) days advance written notice to the other Party.
- C) Default. SCUSD's non-payment of invoices is a breach of this Agreement that may result in withdrawal of service and termination of the Agreement with no penalty against CECHCR. Upon payment of a delinquent invoice by SCUSD, CECHCR will, at its sole option, resume services for the rest of the term of the Agreement. In the event of Default, payment for any unpaid portion of the Professional Fees for the period of service shall be due and payable within thirty (30) days of the effective date of such Default.
- D) Survivability. The Confidentiality, Transparency and Indemnification provisions of this Agreement shall survive any termination of this Agreement. Except as otherwise outlined in this section VI, the financial responsibilities outlined in the Compensation clauses shall survive for any unpaid Professional Fees and additional costs incurred through the effective date of the termination.

## **VII. INSURANCE AND TAXES**

- A) CECHCR and JG&Co, at their sole cost and expense, shall secure and maintain in full force and effect throughout the term of this Agreement policies of insurance with an

insurer or insurers, qualified to do business in the State of California and acceptable to SCUSD which will protect CECHCR, JG&Co and SCUSD from claims which may arise out of or result from CECHCR's or JG&Co's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance coverage shall include:

1. Workers' Compensation. Workers' Compensation as required under California State law;
  2. Commercial General Liability, Professional Liability and Employer's Liability (in an amount not less than \$1,000,000.00);
- B) CECHCR and JG&Co shall assume full responsibility for payments of Federal, State, and local taxes or contributions imposed or required under the Social Security, Workers' Compensation and/or income tax laws, or any disability or unemployment law, or retirement contributions of any sort whatsoever, concerning CECHCR, JG&Co or any employee, agent or subcontractor thereof, and shall further indemnify and hold harmless SCUSD from any such payment or liability arising out of or in any manner connected with CECHCR's performance under this Agreement.

## **VIII. GENERAL**

- A) Best Efforts. CECHCR shall use its best commercially reasonable efforts to provide you with quality professional services. It is recognized, however, that we do not predict or guarantee any particular outcome or specific result.
- B) Governing Law; Venue. This Agreement shall be governed by and construed to be in accordance with the laws of the State of California applicable to contracts between California residents entered into and to be performed entirely with the State of California. Any action or proceeding arising directly or indirectly from this Agreement shall be litigated in an appropriate state court in the County of Sacramento, State of California, or in the United States Federal District Court for the Eastern District of California.
- C) Attorneys' Fees. If any legal action is necessary to enforce this Agreement, whether in court or arbitration, the prevailing Party shall be entitled to recover its expenses incurred in connection with said dispute, including, but not limited to, expert witness fees, court costs, whether taxable or non-taxable, and reasonable attorneys' fees, in addition to any other relief to which that Party may be entitled.
- D) Indemnification. CECHCR and JG&Co agree to indemnify, defend and hold SCUSD, its officers, agents, and employees harmless from any and all claims, losses, actions, damages, expenses or liabilities arising out of the negligent acts or omissions of CECHCR and JG&Co, its officers, agents, or employees by reason of the operation of this Agreement.

- E) No Third Party Beneficiaries. Nothing in this Agreement shall confer any right, remedy, obligation or liability whatsoever upon any person or entity other than the Parties hereto, and their respective successors and assigns.
- F) Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous oral or written communications pertaining thereto, all of which are merged in this Agreement. In executing this Agreement, neither Party has relied upon any warranty, representation, assurance or inducement that is not expressly set forth herein. No other agreement, statement, or promise not contained in this Agreement shall be valid or binding.
- G) Severability. If any court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, such provision shall be interpreted to the maximum extent to which it is valid and enforceable. The remaining provisions of this Agreement shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
- H) Execution in Counterparts. This Agreement may be executed in counterparts, and the Parties may return said execution via mail, e-mail or facsimile. Each counterpart shall be deemed an original, and all of which taken together shall constitute one and the same Agreement. This Agreement is not binding and effective until it is executed by the Parties herein.

IN WITNESS WHEREOF, the parties have executed this Agreement.

For Sacramento City Unified School District:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Janet Walden  
President & CEO, Center for Collaborative Solutions

\_\_\_\_\_  
Date

## **SCUSD HEALTH BENEFITS TIMELINE**

<b>Deadline</b>	<b>Activity/Milestone</b>	<b>Notes</b>
December 25, 2017	CECHCR Contract Signed	30-day contract to get started and preserve the Timeline; full contract to be effective 1/18/18
January 5, 2018	CECHCR Receives All Data requested	Per data list submitted on 12/21/18
January 31, 2018	RFP sent to large purchasers	
February 28, 2018	Purchasers respond to request	
March 31, 2018	CECHCR analysis to Unions & District—using current CalPERS rates	CalPERS does not finalize its 2019 rates until June 20; preliminary rates are issued May 16
April 10, 2018	Decision to move forward together into a large pool not CalPERS	All unions and district together in one pool
April 15, 2018	Termination notices sent to carriers/CMS notifications for retirees	
April and May, 2018	Union and/or management meetings Site meetings Enrollment completed	
June 2018	Input new eligibility into system	
July 1, 2018	Effective date with new purchasing pool	

**Notes:**

- 1) Should the unions and management decide not to move into a larger pool all together, the SCTA-only group will receive from CECHCR a revised comparison in May utilizing CalPERS preliminary 2019 rates to help SCTA and the district to decide if a solo SCTA move to CalPERS is best.
- 2) If the district and other unions continue with health benefits in a separate arrangement from SCTA, then they have the option to stay where they are, or move to a new pool without SCTA.



## PROJECT AUTHORIZATION FORM

### Luther Burbank Core Academic Renovation

Date: January 18, 2018

Pursuant to the Master Architect Agreement dated January 18, 2018 between WLC Architects and Sacramento City Unified School District, Architect hereby submits a scope of work upon the terms described below and in the Master Architect Agreement.

#### TERMS

##### **A. Project Description**

"Project" shall mean the work of improvement and the construction thereof, including the Architect's services as follows:

The work at Luther Burbank High School involves modernization improvements to existing facilities to improve core academics. Architect will provide basic design services necessary to gain DSA approval for the construction of the District-approved design and complete services with Project Closeout.

##### **B. Compensation**

For the Basic Services provided pursuant to the Master Agreement and this Project Authorization, Architect shall be compensated in the manner identified below:

☒ **Flat Fee**

Architect shall be compensated One Million, One Hundred Fifty-Five Thousand, One Hundred and Fifty-Two Dollars (\$1,155,152) for the Basic Services under this Master Agreement. Architect acknowledges that the flat fee price for the Basic Services includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

##### **C. Reimbursable Expenses**

Pursuant to Section 4.3, Architect's total reimbursement for Reimbursable Expenses shall not exceed \$10,000, which is Architect's estimate of the maximum total cost of Reimbursable Expenses on the Project.

**D. Asbestos**

The language identified in Section 5.7.15 ☒ is ☐ is not applicable to this Project.

**E. Section 8.2**

Consistent with Section 8.2, the following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Agreement, including any extensions, and shall be written on an "occurrence" basis, with specific limits set forth: Commercial general liability insurance, excluding coverage for motor vehicles, shall be in amounts not less than \$1,000,000 general aggregate; Personal and advertising injury aggregate, with a per occurrence limit of \$1,000,000; Automobile liability insurance covering motor vehicles shall be in an amount not less than \$1,000,000 combined single limit.

District hereby authorizes Architect to proceed with the work upon the terms described herein and in Master Agreement.

**WLC Architects**

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

\_\_\_\_\_  
Max I. Medina, AIA  
Vice President, Principal

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

Dated: January 18, 2018

\_\_\_\_\_  
Gerardo Castillo  
Chief Business Officer



## Attachment One to Project Authorization PROJECT SCHEDULE

November 27, 2017

**PROPOSED PROJECT SCHEDULE**

Luther Burbank High School Improvements  
Sacramento City Unified School District  
Project 1719400.02



DESCRIPTION / TASK	DAYS	START	COMPLETION
<b>1.0 Conceptual / Schematic Design</b> Review Educational Program and Goals Space Programming Soils and Topo Surveys (District) Schematic Site Plan Schematic Floor Plan Schematic Elevations and Sections Schematic Project Cost Estimate Final Schematic Design Client Review and Approval	120	October 1, 2017	January 29, 2018
<b>2.0 Design Development</b> Demolition Site and Floor Plans Develop Site & Floor Plans, Elevations & Sections Coordinate Consultant Engineering Systems 50% Design Development Outline Specifications / Product Research Coordinate Specialty Furnishings / Equipment Review Cost Estimate and Schedule 100% Design Development	60	January 29, 2018	March 30, 2018
<b>3.0 Construction Documents</b> 50% Drawings and Specifications 100% Drawings and Specifications DSA Back Check-Approval	180	March 30, 2018	September 26, 2018
<b>4.0 Bidding &amp; Negotiations</b> Assist in Advertisement for Bids Distribute Bid Documents Review Bid Questions / Process Addenda Open Bids, Review & Recommend Approval Award Contract & Issue Notice to Proceed	60	September 26, 2018	November 25, 2018
<b>5.0 Construction Administration (TBD- Estimated)</b> Start Date / Mobilization Construction Operations Punch List / Final Completion	480	November 25, 2018	March 19, 2020
<b>6.0 Project Closeout</b> Occupancy Project Closeout	60	March 19, 2020	May 18, 2020
<b>TOTAL PROJECT SCHEDULE</b>	<b>DAYS</b> <b>YEARS</b>	<b>960</b> <b>2.63</b>	<b>October 1, 2017</b> <b>May 18, 2020</b>

**Attachment Two to Project Authorization  
HOURLY RATE/FEE SCHEDULE**



CLIENT FOCUSED. PASSION DRIVEN.

**2017  
WLC ARCHITECTS, INC.  
HOURLY RATE SCHEDULE**

Principals of Firm .....	\$220.00/hr
Associate/Director/Coordinator .....	\$195.00/hr
Senior Project Architect/Manager .....	\$175.00/hr
Project Architect/Manager .....	\$150.00/hr
Design Studio .....	\$100.00/hr
Clerical .....	\$ 80.00/hr



## PROJECT AUTHORIZATION FORM

### School of Engineering & Sciences CTEIG New Building

Date: January 18, 2018

Pursuant to the Master Architect Agreement dated January 18, 2018 between WLC Architects and Sacramento City Unified School District, Architect hereby submits a scope of work upon the terms described below and in the Master Architect Agreement.

### TERMS

#### A. Project Description

"Project" shall mean the work of improvement and the construction thereof, including the Architect's services as follows:

The work at the School of Engineering & Sciences involves adding a new engineering building on available playground space as part of a CTE grant. Architect will provide basic design services necessary to gain DSA approval for the construction of the District-approved design and complete the services with Project Closeout.

#### B. Compensation

For the Basic Services provided pursuant to the Master Agreement and this Project Authorization, Architect shall be compensated in the manner identified below:

##### ☒ **Flat Fee**

Architect shall be compensated Two Hundred Forty-Nine Thousand, Four Hundred and Eighty Dollars (\$249,480) for the Basic Services under this Master Agreement. Architect acknowledges that the flat fee price for the Basic Services includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

#### C. Reimbursable Expenses

Pursuant to Section 4.3, Architect's total reimbursement for Reimbursable Expenses shall not exceed \$10,000, which is Architect's estimate of the maximum total cost of Reimbursable Expenses on the Project.

**D. Asbestos**

The language identified in Section 5.7.15 ☒ is ☐ is not applicable to this Project.

**E. Section 8.2**

Consistent with Section 8.2, the following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Agreement, including any extensions, and shall be written on an "occurrence" basis, with specific limits set forth: Commercial general liability insurance, excluding coverage for motor vehicles, shall be in amounts not less than \$1,000,000 general aggregate; Personal and advertising injury aggregate, with a per occurrence limit of \$1,000,000; Automobile liability insurance covering motor vehicles shall be in an amount not less than \$1,000,000 combined single limit.

District hereby authorizes Architect to proceed with the work upon the terms described herein and in Master Agreement.

**WLC Architects**

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

\_\_\_\_\_  
Max I. Medina, AIA  
Vice President, Principal

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

Dated: January 18, 2018

\_\_\_\_\_  
Gerardo Castillo  
Chief Business Officer

# Attachment One to Project Authorization

## PROJECT SCHEDULE

November 27, 2017

**PROPOSED PROJECT SCHEDULE**

New Engineering Building, School of Engineering & Sciences  
 Sacramento City Unified School District  
 Project 1724300.02



DESCRIPTION / TASK	DAYS	START	COMPLETION
<b>1.0 Conceptual / Schematic Design</b> Review Educational Program and Goals Space Programming Soils and Topo Surveys (District) Schematic Site Plan Schematic Floor Plan Schematic Elevations and Sections Schematic Project Cost Estimate Final Schematic Design Client Review and Approval	90	October 1, 2017	December 30, 2017
<b>2.0 Design Development</b> Demolition Site and Floor Plans Develop Site & Floor Plans, Elevations & Sections Coordinate Consultant Engineering Systems 50% Design Development Outline Specifications / Product Research Coordinate Specialty Furnishings / Equipment Review Cost Estimate and Schedule 100% Design Development	45	December 30, 2017	February 13, 2018
<b>3.0 Construction Documents</b> 50% Drawings and Specifications 100% Drawings and Specifications DSA Back Check-Approval	120	February 13, 2018	June 13, 2018
<b>4.0 Bidding &amp; Negotiations</b> Assist in Advertisement for Bids Distribute Bid Documents Review Bid Questions / Process Addenda Open Bids, Review & Recommend Approval Award Contract & Issue Notice to Proceed	45	June 13, 2018	July 28, 2018
<b>5.0 Construction Administration (TBD- Estimated)</b> Start Date / Mobilization Construction Operations Punch List / Final Completion	360	July 28, 2018	July 23, 2019
<b>6.0 Project Closeout</b> Occupancy Project Closeout	60	July 23, 2019	September 21, 2019
<b>TOTAL</b>	<b>DAYS</b>		
<b>PROJECT SCHEDULE</b>	<b>YEARS</b>		
	720		
	1.97	October 1, 2017	September 21, 2019

**Attachment Two to Project Authorization  
HOURLY RATE/FEE SCHEDULE**



CLIENT FOCUSED. PASSION DRIVEN.

**2017  
WLC ARCHITECTS, INC.  
HOURLY RATE SCHEDULE**

Principals of Firm .....	\$220.00/hr
Associate/Director/Coordinator .....	\$195.00/hr
Senior Project Architect/Manager .....	\$175.00/hr
Project Architect/Manager .....	\$150.00/hr
Design Studio .....	\$100.00/hr
Clerical .....	\$ 80.00/hr



# **Sacramento City Unified School District**

## **Business Services**

### **Contracts Office**

5735 47th Avenue • Sacramento, CA 95824

(916) 643-2464

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*Jorge A. Aguilar, Superintendent*

*Gerardo Castillo, Chief Business Officer*

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## **MASTER AGREEMENT**

**For**

**ARCHITECTURAL SERVICES**

**With**

**WLC ARCHITECTS**

**January 18, 2018**



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## MASTER AGREEMENT FOR ARCHITECTURAL SERVICES

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This Master Agreement for Architectural Services (“Agreement”) is made and entered into by and between the Sacramento City Unified School District, a school district duly organized and existing under the laws of the State of California (the “District”), and WLC Architects (the “Architect”), with respect to the following recitals:

A. District proposes to undertake the construction of improvement projects which require the services of a duly qualified and licensed architect.

B. Architect represents that Architect is licensed to provide architectural/engineering services in the State of California and is specially qualified to provide the services required by the District, specifically the design and construction oversight of public school(s).

C. The parties have negotiated the terms pursuant to which Architect will provide such services and reduce such terms to writing by this Master Agreement.

In consideration of the covenants and conditions contained in this Master Agreement, the parties agree as follows:

### **ARTICLE 1**

#### **DEFINITIONS**

1.1 **Additional Services:** “Additional Services” shall mean those services in addition to the Basic Services that are provided by Architect and authorized in writing by the District, and as further defined in Article 6 herein.

1.2 **Agreement:** “Agreement” shall mean this Master Agreement for Architectural Services.

1.3 **Architect:** “Architect” shall mean WLC Architects, and its officers, shareholders, owners, partners, employees, agents and authorized representatives.

1.4 **Basic Services:** Architect’s Basic Services consist of the design services, including landscaping architectural services and landscape irrigation design, civil, structural, mechanical, and electrical engineering services, normally required to complete the Project, as further defined in Article 5.

1.5 **Contract Documents:** “Contract Documents” shall mean those documents which are required for the actual construction of the Project, including but not limited to the Agreement between Owner and Contractor, complete working drawings and specifications setting forth in detail sufficient for construction the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work.

1.6 **Contractor:** “Contractor” shall mean one or more contractors ultimately selected to perform work on the Project or any replacement.

1.7 **District:** “District” shall mean the Sacramento City Unified School District, and its governing board members, employees, agents and authorized representatives.

1.8 **Project:** “Project” shall mean the work of improvement described in Article 3 and the amendments to this Agreement set forth in the “Project Authorization” form attached as Exhibit A, and construction thereof, including the Architect's services thereon, as described in this Master Agreement.

1.9 **Project Construction Cost:** “Project Construction Cost” shall mean the estimate of total construction costs to the District as initially submitted by the Architect pursuant to this Master Agreement and accepted by the District, and as subsequently revised in these manners: (a) Revised by changes to the Project Construction Cost under Article 5 of this Master Agreement; (b) revised at the time the District enters a construction contract, to equal the construction contract amount, (c) increased by the dollar amounts of all approved additive contract change order items, with the exception of (i) items resulting from Wrongful Acts or Omissions on the part of the Architect, including but not limited to those items covered by Section 5.7.19.2, below, (ii) payments to Architect or consultants for costs of inspections, surveys, tests and sites and landscaping not included in the Project, and (iii) items where Architect and District agreed to compensate the Architect for its services on an hourly basis, pursuant to Section 5.7.19.1, below; and (d) decreased by the dollar amounts of all approved deductive contract change order items.

1.10 **Wrongful Acts or Omissions:** “Wrongful Acts or Omissions” shall mean Architect’s acts, errors, or omissions in breach of this Master Agreement, the applicable standard of care, or law.

## **ARTICLE 2**

### **RETENTION OF ARCHITECT: STANDARD OF CARE**

District retains Architect to perform, and Architect agrees to provide to District, for the consideration and upon the terms and conditions set forth below, the architectural and engineering services specified in this Master Agreement and related incidental services. The Architect agrees to perform such services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project, and in accordance with a mutually acceptable project schedule as set forth in each Project Authorization Form. The schedule shall include reasonable allowances for review and approval of deliverables under the Master Agreement by the District and governmental entities having jurisdiction over the Project. The schedule may be adjusted by the Parties, in writing, as the Project progresses, to address circumstances beyond the Architect’s reasonable control.

All services performed by the Architect under and required by this Master Agreement shall be performed (a) in compliance with this Master Agreement and (b) in a manner consistent with the level of care and skill ordinarily exercised by architects in the same discipline, on similar projects in California with similar complexity and with similar agreements, who are licensed and qualified to provide the services required by the District; and all such services shall be conducted in conformance to, and compliance with, all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act (“ADA”) that are in effect as of the date of this Master Agreement. Architect shall be responsible for the completeness and accuracy of the plans and specifications.

### **ARTICLE 3**

#### **DESCRIPTION OF PROJECT**

The Project concerning which such architectural services shall be provided is described in the Project Authorization Form, issued for each individual project (sample attached).

### **ARTICLE 4**

#### **COMPENSATION**

##### **4.1 Basic Services**

4.1.1 For all “Basic Services” satisfactorily performed as defined in Articles 1 and 5 of this Master Agreement, the total compensation paid to the Architect for the Project is set forth in the Project Authorization form attached hereto as Exhibit A. This compensation shall be paid pursuant to the following schedule:

Initial Payment	0%
Upon Completion of:	
Schematic Design	10%
Design Development Phase (50%)	10%
Design Development Phase (100%)	10%
Contract Documents Phase (50%)	10%
Contract Documents Phase (100%)	10%
DSA Back Check	10%
Bidding Phase	10%
Construction Phase	25%
Close Out Phase	5%

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TOTAL BASIC COMPENSATION 100%

##### **4.2 Additional Services**

4.2.1 For all “Additional Services,” as defined in Articles 1 and 6 of this Master Agreement, compensation shall be a fee to be agreed upon by the parties in writing prior to performance of such services by Architect. Unless expressly stated in the written authorization to proceed with the additional services, the fee for such additional services shall be an amount computed by multiplying the hours to be worked by Architect's staff or Architect's consultants by their standard billing rates as shown in Attachment Two of the Project Authorization (Exhibit A) or as otherwise specifically approved in writing in advance by District.

4.2.2 Architect shall keep complete records showing all hours worked and all costs and charges applicable to work not covered by the basic fee. Architect will be responsible for Architect's consultants keeping similar records. District shall be given reasonable access to those records for audit purposes.

### 4.3 Reimbursable Expenses

Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the Project for the expenses listed below:

4.3.1 If authorized in advance, expense of transportation in connection with the Project; living expenses in connection with out-of-town travel; and long distance communications.

4.3.2 Expense of reproductions; fax, postage and messenger for transmission of drawings, specifications and other documents (excluding reproductions for the office use of the Architect and the Architect's consultants).

4.3.3 Expense of data processing and photographic production techniques when used in connection with Additional Services.

4.3.4 If authorized in advance by the District, expense of overtime work requiring higher than regular rates.

4.3.5 Expense of renderings, models and mock-ups requested by the District; expense of publishing pursuant to section 5.6.5.

Reimbursable Expenses do not include indirect costs, such as general overhead (for example, home office overhead [including technology hardware and software] or insurance premiums), for which Architect must pay out of its compensation for services under Section 4.1, above; nor do they include expenses incurred in connection with Basic or Additional Services that result from Wrongful Acts or Omissions. Architect may not charge a mark-up on Reimbursable Expenses. Payment for all Reimbursable Expenses incurred in connection with either Basic or Additional Services shall be made on a monthly basis. Invoices, receipts or other documentation to establish the validity of all reimbursable expenses shall be a prerequisite to District payment of such expenses.

4.4 Each payment to Architect for Basic and Additional Services satisfactorily performed, and Reimbursable Expenses reasonably incurred, shall be made in the usual course of District business after presentation by Architect of a properly documented and submitted monthly invoice approved by District's authorized representative designating the services performed, or Reimbursable Expenses incurred, the method of computation of the amount payable, and the amount payable. District shall pay approved invoices within sixty (60) days after proper submission by Architect, and Architect otherwise waives all rights and remedies under law related to receipt of payment. To be properly submitted, an invoice shall be timely, be accompanied by all necessary documentation, list all activities performed and specify to which phase of the Architect's work listed in Section 4.1.1 it relates, and for each activity performed list the person performing it and the person's rate of compensation. Architect's invoice shall be submitted within ten (10) days of the end of the monthly billing period. If District disputes a portion of a properly submitted invoice, it shall notify Architect of the dispute and, upon Architect's written request, arrange for a meeting to confer about, and potentially resolve the dispute. Prior to this meeting, Architect shall provide all documentation requested to support disputed portions of properly submitted invoice. Regardless of any such dispute about an invoice or payment, Architect shall continue to provide all services required by this Master Agreement and law until the end of the Project, even if District and Architect cannot resolve all such disputes.

4.5 The Architect's compensation shall be paid at the time and in the amount noted, where the amount due to the Architect is not disputed, notwithstanding a Contractor-caused delay in completion of the project or reduction of final construction cost by reason of penalties, liquidated damages, or other amounts withheld from the Contractor. However, District may withhold from payments to Architect to the extent that (i) Basic and Additional Services remain to be performed, including but not limited to those required for project closeout and payments to Contractor; and (ii) Wrongful Acts or Omissions caused District to incur damages, losses, liabilities or costs, including but not limited to withholding any amounts for which Architect is responsible under Section 5.7.20.

4.6 Should District cancel the Project pursuant to section 12.1 of this Master Agreement at any time during the performance of this Master Agreement, Architect shall, upon notice of such cancellation, immediately cease all work under this Agreement. In such event, Architect's total fee for all services performed shall be computed as set forth in Section 12.1.

4.7 Architect shall not accept compensation or other benefits from other persons related to the Project, including payments from manufacturers of construction materials that are specified in the design.

## **ARTICLE 5**

### **BASIC SERVICES TO BE RENDERED BY ARCHITECT**

#### **5.1 General**

5.1.1 Architect's Basic Services consist of the design services, including landscaping architectural services and landscape irrigation design, civil, structural, mechanical, and electrical engineering services, normally required to complete the Project. The Basic Services also include the services described in this Article 5, below, including but not limited to bid package preparation, bid handling, preparation and processing of change orders, requests for information, and other contract administration duties. The District shall have the right to add or delete from the Architect's scope of services as it may determine is necessary for the best interests of the Project and/or the District. Architect shall expeditiously and diligently perform all of its work and obligations under this Master Agreement. Architect may not cease, delay or reduce, or threaten to cease, delay or reduce, its performance based on a payment dispute with District under Section 4.4, above. The Architect acknowledges that its priority is to complete the Project and the Architect's services, and that any payment disputes with the District under Section 4.4, if not resolved during the Project, must wait for resolution after the Project until or unless this dispute is 12.5% or more of the contracted fee.

5.1.2 The Architect shall review the estimate described more fully hereinafter at each phase of Architect's services, also as defined hereinafter. If such estimates are in excess of the project budget, the Architect shall revise the type or quality of construction to come within the budgeted limit.

5.1.3 Whenever the Architect's services include the presentation to the District of Project Construction Cost, the Architect shall include a reasonable amount for contingency costs arising from, among other things, higher bids than anticipated, future increase in construction costs, and change orders based on unforeseen site conditions. However, any such contingency for change orders shall not affect Architect's compensation.

5.1.4 The Architect shall notify the District if there are any indicated adjustments in previously provided Project Construction Cost arising from market fluctuations or approved changes in scope or requirements based upon a mutually agreed upon index. Any such adjustments shall not affect Architect's compensation until bids are received and accepted.

5.1.5 At the District's request, the Architect and Architect's consultants shall cooperate with District and the District's consultants in verifying that Architect's plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructible and otherwise comply with the Contract Documents. If there are project meetings during the design and construction phases, Architect shall attend those meetings.

5.1.6 The Architect shall investigate existing conditions of facilities and thoroughly account for and list in the construction documents any pertinent conditions of such facilities, all in a manner that satisfies the standard of care and level of performance required by this Master Agreement. Architect's investigation required by this provision shall be limited to non-destructive evaluation.

5.1.7 Architect shall provide a list of employees who will be dedicated to delivering the project on time and within budget. All personnel provided by Architect shall be qualified to perform the services for which they are hired. Architect shall obtain District's approval of each employee of Architect who provides services under this Master Agreement, and approval of each change of employees who are providing such services. District may, upon 24 hours written notice, cause Architect to remove a person from the Project if he/she has failed to perform to District's satisfaction. Should additional employees be required to timely perform all of the services required under this Master Agreement and/or to avoid delay, Architect shall provide them immediately.

5.1.8 Architect is an agent of District and shall reasonably represent the District at all times in relation to the Project.

5.1.9 Architect shall be fully licensed as required by law at all times when providing services under this Master Agreement.

## 5.2 Consultants

5.2.1 Architect's Consultants. The Architect shall employ or retain at Architect's own expense, engineers and other consultants necessary to Architect's performance of this Master Agreement and licensed to practice in their respective professions in the State of California. Engineers and consultants employed by Architect for this Project shall be approved by District prior to their commencement of work. The Architect's consultants shall be employed to provide assistance during all aspects of the Project and will include, in addition to design services: review of schedules, shop drawings, samples, submittals, and requests for information. The Architect's Consultants shall also conduct periodic inspections of the site to determine conformance with the Project design and specifications and shall participate in the final inspections and development of any "punch list" items. Architect must disclose to District all such consultants retained, and the compensation paid to them.

5.2.2 District's Consultants. Architect shall confer and cooperate with consultants retained by District as may be requested by District or as reasonably necessary. District may retain a construction manager to assist District in performance of District's duties for the Project.



5.2.3 The Architect shall assist the District in procuring a certified survey of the site if required, including grades and lines of streets, alleys, pavements, adjoining properties and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the building site, locations, dimensions and floor elevations of existing buildings, other improvements and trees; and full information as to available utility services and lines, both public and private above and below grade, including inverts and depths. All the information on the survey customarily referenced to a project benchmark shall be referenced to a Project benchmark. The cost of any such survey shall be borne by the District, and the District shall own and, upon termination of this Master Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the survey. Architect shall be allowed to rely on the accuracy of said survey.

5.2.4 Architect shall assist the District in procuring chemical, mechanical or other tests required for proper design. Tests for hazardous materials and borings or test pits necessary for determining subsoil conditions will be the responsibility of the District, and the District shall own and, upon termination of this Master Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the testing.

5.2.5 Architect shall assist the District and its consultants to apply for funding for the Project from the State Allocation Board. Architect shall be responsible for all submittals required of the Architect by the Division of the State Architect ("DSA"), Office of Public School Construction ("OPSC") and California Department of Education in connection therewith, including but not limited to: New Construction Program, Modernization Program, Career Technical Education, Critically Overcrowded Schools, Emergency Repair Program, Facility Hardship Program, High Performance Incentive, Joint-Use Program, Overcrowding Relief Grant and the Seismic Mitigation Program.

### **5.3 Schematic Design Phase**

5.3.1 The Architect shall review all information concerning the Project delivered or communicated by the District to the Architect to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the District.

5.3.2 The Architect shall provide a preliminary evaluation of the District's Project, schedule and construction budget requirements, each in terms of the other.

5.3.3 The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project.

5.3.4 Based on a mutual understanding of the District's budget and scope of work requirements, the Architect shall prepare for the District's written approval, schematic design documents, which include but are not limited to, schematic design studies, site utilization plans, a description of the Project showing, among other things, the scale and relationship of the components of the Project, preparation of a written estimated statement of Project Construction Cost and a written time schedule for the performance of the work that itemizes constraints and critical path issues. The schematic design documents shall represent a 15% complete design. The Project Construction Cost shall be based on current area, volume and other unit costs, shall conform to District's total construction cost budget, and shall include reasonable contingencies for all

construction and construction management work. The written schedule shall conform to District's milestone and completion deadline requirements. Nevertheless, Architect is encouraged to make recommendations to District regarding additional benefits that could be realized by increasing the District's total construction cost budget, or by altering the District's completion deadlines. If District incorporates any recommended changes, then Architect shall revise the schematic design documents, including but not limited to the written statement of Project Construction Cost and written schedule for the performance of work, as necessary until the District approves them in writing. If requested by the District, Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain written approval of the schematic design documents.

5.3.5 The Architect shall submit to the District a preliminary Project Construction Cost based on current area, volume and other unit costs.

#### 5.4 **Design Development Phase**

5.4.1 Following District's written approval of the schematic design documents, including the estimate of Project Construction Cost and schedule, Architect shall provide all necessary architectural and engineering services to prepare design development documents for the District's written approval, which fix and describe the size and character of the project and which shall include, but are not limited to, site and floor plans, elevations and other approved drawings and shall outline the specifications of the entire Project as to kind and quality of materials, categories of proposed work such as architectural, structural, mechanical and electrical systems, types of structures and all such other work as may be required. During the design development phase, Architect will keep the Project within all budget and scope constraints set by the District. The design development documents shall represent a 50% complete design. The design development documents shall include a revised Project Construction Cost, and a revised construction schedule. The revised Project Construction Cost shall be based on current area, volume and other unit costs. The revised Project Construction Cost shall conform to District's total construction cost budget and shall include reasonable contingencies for all construction and construction management work, and the revised construction schedule shall conform to District's milestone and completion deadline requirements. Nevertheless, Architect is encouraged to make recommendations to District regarding additional benefits that could be realized by altering the District's total construction cost budget or completion deadlines. If District incorporates any recommended changes or otherwise does not approve the submitted design development documents, then Architect shall revise the design development documents, including but not limited to the written statement of Project Construction Cost and written schedule for the performance of work, as necessary until District approves them in writing.

If requested by the District, Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain written approval of the design development documents.

5.4.2 The Architect shall assist the District and its consultants in the preparation and/or modification of the Storm Water Pollution Prevention Plan if any such plan is required for this Project.

5.4.3 Architect shall provide necessary documents for and oversee the processing of District's application for and obtaining of required approvals from the DSA, the OPSC (if applicable), the California Department of Education, the State Fire Marshall and other agencies exercising jurisdiction over the Project. Architect shall also be responsible for the preparation and

submission of any required applications, notices or certificates to public agencies as required by law. Architect shall provide a copy of all such documents to the District.

5.4.4 The Architect shall advise the District of any adjustments to the preliminary Project Construction Cost.

5.4.5 Architect shall identify areas of construction for which unit pricing shall be required as part of the Contractor's bid.

5.4.6 Architect shall provide at no expense to the District one complete set of preliminary plans for the review and written approval of the District and one set for each public agency having approval authority over such plans for their review and approval at no expense to the District.

## **5.5 Contract Documents Phase**

5.5.1 Following the District's written approval of the design development documents, including the Project Construction Cost and construction schedule, the Architect shall prepare Contract Documents consisting of 100% complete working drawings and specifications setting forth the work to be done in detail sufficient for construction, including but not limited to the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service- connected equipment and site work. Architect shall ensure that the drawings and specifications are, among other things, complete, accurate, and coordinated so as to eliminate errors, omissions and conflicts, especially between the work of a subconsultant and other subconsultants or the Architect; and Architect may not shift its responsibility for completeness, accuracy and coordination to the Contractor, except on a clearly designated design-build project. Architect shall also update the construction schedule and the Project Construction Cost for District approval. The Contract Documents shall conform to, comply with, and satisfy all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act ("ADA"). As part of the Contract Documents, Architect shall prepare an accurate set of drawings indicating dimensions and locations of existing buried utility lines, which shall be included in the bid packages. This project will not be delivered utilizing Construction Management, Multi Prime.

5.5.2 Architect shall consult with and involve the District in development of the bid documents and bid package, and shall forward them to the District for written approval prior to their use. If the District is using a multiple prime delivery method for the Project with multiple bid packages, then Architect shall consult with and involve the District in identification and development of the bid documents and bid packages, and shall forward them to the District for written approval prior to their use.

5.5.3 Prior to submission of the Contract Documents to DSA for plan check, the Architect shall submit the Contract Documents to the District for an opportunity to review them for various issues, including but not limited to constructability, scheduling, general completeness, clarity, consistency, coordination, cost-effectiveness, value engineering, identification of possible add/delete bid alternatives, time of construction, and suitability for separation of the Project design, plans and specifications into bid packages for various categories and/or portions of the work. However, such review by District is not required. In addition, and prior to submission of the Contract Documents to DSA for plan check, Architect shall advise the District of all elements of the design applicable to the Project or lawfully imposed upon the Project by the Americans with Disabilities Act ("ADA").

5.5.4 After approval by the District and any constructability review, the Architect shall submit the Contract Documents to DSA for plan check, and make the reasonably necessary corrections to secure DSA approval.

5.5.5 The Architect shall give the District, at the time of DSA approval of the final form of the Contract Documents, Architect's final estimate of Project Construction Cost and construction schedule, which shall be given final written approval by the District along with the Contract Documents. The revised Project Construction Cost shall be based on current area, volume and other unit costs, and on a mutually acceptable recognized building cost index, and shall include a reasonable contingency. In preparing the revised estimate of Project Construction cost and construction schedule for the Contract Documents, the Architect shall consult with and involve the District in the process to maximize accuracy and completeness. If the District is intending to enter multiple prime contracts, the Project Construction Cost shall include separate bid estimates for each bid package, plus a reasonable contingency; and the construction schedule shall reflect the fact that multiple contractors will be performing separate bid packages, including a general conditions bid package. The revised Project Construction Cost estimate shall conform to District's total Project budget, and the revised construction schedule shall conform to District's milestone and completion deadline requirements. If requested by the District, Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain written approval of the Contract Documents.

## **5.6 Bidding and Negotiations Phase**

5.6.1 Following DSA's and District's written approval of Contract Documents and the District's written acceptance of Architect's final estimate of Project Construction Cost and Construction schedule, Architect shall continue to work with the District in finalizing the bid documents and bid package, as described in Section 5.5.2, above. Architect shall reproduce the bid documents as requested by the District and shall assist the District in evaluating contract proposals or bids, as well as substitutions proposed by contractors, and in awarding the bids. All sets of Contract Documents requested by the District, which does not include those for the use of the Architect or its consultants, shall be reproduced at District's expense.

5.6.2 Architect's estimate of Project Construction Cost at the time of DSA approval of the Contract Documents shall be current as of that date. Should bids be received more than ninety (90) days after the date of that Project Construction Cost, the Architect's total construction cost shall be escalated by the cost-of-construction in the then current mutually agreed upon recognized building cost index.

5.6.3 Should the lowest responsible and responsive bid received on a bid package exceed Architect's most recent approved estimate of Project Construction Cost for that bid package (or amount adjusted according to the then current mutually agreed upon recognized building cost index) as accepted by District by more than ten percent (10%), Architect shall, on request by District and as part of Architect's Basic Services, make such changes in the plans and specifications as shall be necessary to bring new bids within ten percent (10%) of such Project Construction Cost. In making such changes, Architect will exercise Architect's best judgment in determining the balance between the size of the Project, the type of construction, and the quality of the construction to achieve a satisfactory project within ten percent (10%) of Architect's Project Construction Cost. To avoid the potential for bids to exceed the estimate by more than 10% at bid opening, the Architect may, as an alternative, include in the Contract Documents one or more deductive alternatives so that Architect and District may evaluate different means to achieve a satisfactory project within ten percent (10%)

of the Architect's Project Construction Cost.

5.6.4 If requested by the District, Architect shall assist in the review of the qualifications of all bidders for the construction of the Project, and shall make recommendations to the District as to whether, in the Architect's professional opinion, a bidder meets the minimum requirements.

5.6.5 If, in the District's discretion, the District will seek total or partial State funding for this Project, the Architect shall also assist in the preparation and submittal of the appropriate documentation to the OPSC.

## **5.7 Construction Phase**

5.7.1 The construction phase shall begin on the date stated in the official Notice to Proceed and, solely for purposes of payment of the Architect, shall be deemed complete upon District's written approval of Architect's final certificate for payment to Contractor, provided that such certification and payment shall not constitute an admission by Architect or District that the Project has been completed in accordance with Contract Documents or in conformance with this Master Agreement.

5.7.2 All instructions to the Contractor shall be forwarded through the Architect unless otherwise directed by the District. The Architect shall advise and consult with the District in the general administration of the Project. The Architect will have authority to act on behalf of the District only to the extent provided in the Contract Documents, unless the District grants additional authority in writing.

5.7.3 The Architect shall timely provide District with copies of all of its correspondence with the Contractors.

5.7.4 The Architect shall provide prompt and timely direction to the District's Project inspectors and/or contractors as to the interpretation of Contract Documents. Architect shall respond to all requests for information ("RFI's") from a Contractor within fourteen (14) calendar days of receipt, unless the subject of the RFI is impacting, or may impact, the critical path of the project and is causing, or may cause, delay, in which case the Architect shall respond as soon as reasonably possible, if not immediately. If the Architect is not able to take action within the time required due to reasons beyond Architect's control, the Architect may take action within a reasonable period of time under the circumstances; however, the Architect shall make such determination within seven (7) calendar days of receipt of the RFI, and shall notify the District and Contractor immediately after such determination with an explanation as to why the Architect cannot take action within the time required, what the Architect is doing to expedite its response, when the Architect expects to be able to issue a response, and what action, if any, should be taken by District or Contractor in the meantime to mitigate delays and/or costs.

5.7.5 Based on information provided by the Contractor and Architect's own knowledge of the Project (including documents in Architect's possession or reasonably available to it), Architect shall prepare an accurate set of as-built record drawings indicating dimensions and locations of all work, including but not limited to buried utility lines and mechanical, electrical and plumbing layouts, which shall be forwarded to the District upon completion of the Project in both DWG and PDF formats. Architect will also provide the District with revised "1A's" as part of the Close Out Phase.

While Architect cannot guarantee precise accuracy of such drawings, Architect shall exercise reasonable care in reviewing such drawings to determine their general compliance with the Contract Documents. Architect shall have no responsibility for their conformity to field conditions. Except that in the event that the Architect, consistent with standards of due care, becomes aware of non-conformity with field conditions, Architect shall have a duty immediately to notify the District in writing. Architect shall also assemble and deliver to District all written guarantees, instruction books, operation and maintenance manuals, diagrams, charts and other documents required of Contractors.

5.7.6 The Architect shall be responsible for the preparation and submission of any notifications regarding excavation in areas which are known or suspected to contain subsurface installations pursuant to Government Code section 4216, *et seq.* The Architect may delegate this responsibility to a Contractor if such power to delegate was included in the Contract Documents and bid package. However, Architect shall not be responsible for supervising such Contractor to ensure performance of this task. Architect shall provide a copy of all such notifications to the District.

5.7.7 The Architect shall, at all times, have access to the Project wherever it is in preparation and progress. To the extent reasonably possible given Contractor's work in progress, the District shall provide such access so that the Architect may perform its functions under the Master Agreement and Contract Documents.

5.7.8 In the discharge of its duties of observation and interpretation, the Architect shall require Contractors to comply with the Contract Documents, and shall guard the District against defects and deficiencies in the work of the Contractor. The Architect shall advise and consult with the District and inspectors concerning the Contractor's compliance with the Contract Documents and shall assist the District and inspectors in securing the Contractor's compliance.

Architect has the primary responsibility for the Project to coordinate the compliance of the DSA Construction Oversight Process ("DSA Oversight Process"). The Architect must comply with the applicable requirements of the DSA Construction Oversight Process, including but not limited to (a) Submitting the inspection card request, DSA Form 102-IC; (b) Providing a verified report (DSA 6-AE) at the completion of each block and section of each inspection card; (c) Directing and monitoring the IOR and the laboratory of record; and (d) Coordinating with the Owner, Contractor, Construction Manager, and laboratories, and the IOR to meet the DSA Construction Oversight Process requirements without delay or added costs to the Project.

Architect shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent required under Section 5.7.20.2.

5.7.9 The Architect shall visit the site enough times to adequately perform its professional duties and comply with DSA requirements, but under no circumstances less than one time per week (unless fewer visits are authorized by the District), to maintain familiarity with the quality and progress of the Project, to determine that the Contractor's work substantially complies with all documents, drawings, plans and specifications and that the Project is progressing in substantial accordance with the Contract Documents. Such observations are to be distinguished from the continuous inspection provided by the Project Inspector unless Architect has agreed in writing to serve as the District's Project Inspector.

5.7.10 The Architect shall notify the District promptly of any significant defect in materials, equipment or workmanship, and of any default by any Contractor in the orderly and timely prosecution of the Project. Architect will exercise reasonable care in the discharge of Architect's obligation to discover significant defects and faults.

5.7.11 The Architect shall review and approve, take exception to, or take other appropriate action upon all schedules, shop drawings, samples and other submissions of the Contractor to determine general conformance with the Project design and specifications as set forth in the Contract Documents. All such action shall be taken within fourteen (14) days of receipt of the submittals, unless the critical path of the Project is impacted in which case Architect shall take such action as soon as possible. If Architect is not able to take such action within the required time due to reasons beyond Architect's control, the Architect may take action within a reasonable period of time under the circumstances; however, the Architect shall make such determination within four (4) calendar days of receipt of the submission, and shall notify the District and Contractor immediately after such determination with an explanation as to why the Architect cannot take action within the time required, what the Architect is doing to expedite its response, when the Architect expects to be able to issue a response, and what action, if any, should be taken by District or Contractor in the meantime to mitigate delays and/or costs. The Architect will have the authority to reject work and materials which do not conform to the Contract Documents. The Architect's approval of a specific item shall not be an approval of an assembly of which the item is a component. Whenever, in the Architect's reasonable judgment, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have authority to require special inspection or testing of the work or materials in accordance with the Contract Documents whether or not such work or materials be then fabricated, installed or completed. The Architect will also recommend substitution of materials or equipment when, in the Architect's reasonable judgment, such action is necessary to the accomplishment of the intent and purpose of the Contract Documents. Such actions as are described in this paragraph shall be taken with reasonable promptness.

5.7.12 Architect shall assist the District in requiring Contractor to provide assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals and training personnel for operation and maintenance.

5.7.13 The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs in connection with the work. The Architect shall not be responsible for acts or omissions of the Contractor, subcontractors, or their agents or employees or of any other persons performing portions of the Project not employed or retained by Architect, unless due to Wrongful Acts or Omissions.

5.7.14 The Architect shall make such regular reports as shall be required by agencies having jurisdiction over the Project and keep the District informed in writing of the progress of the Project.

5.7.15 The Architect will, consistent with standards of due care, make reasonable professional efforts to exclude hazardous materials from new construction. In the event the District or Architect is or becomes aware of the presence of, or exposure of persons to, asbestos, polychlorinated biphenyl (PCB) or any other toxic or hazardous contaminants, materials, air pollutants or water pollutants at the Project site ("Hazardous Substances"), or the substantial risk thereof, each shall have a duty



immediately to notify the other in writing. The parties recognize, however, that neither Architect nor the District is trained or licensed in the recognition or remediation of Hazardous Substances.

When the Project Authorization identifies this language as applicable to the Project, with respect to asbestos and asbestos containing materials, the parties acknowledge that the Architect has recommended and the District has agreed to retain a qualified consultant to evaluate the presence of such materials at certain District facilities which are included in the scope of this Master Agreement. In the event that said consultant recommends a procedure to deal with such materials, said consultant shall have the responsibility to draft specification language for the removal or other remediation of such materials, and subsequently may be required to certify that they have been properly removed or otherwise remediated. Architect shall include consultant's recommendations and specifications in the appropriate design documents for modernization and shall, as part of its Basic Services, provide designs and other bid documents consistent therewith.

When construction is properly completed, the Architect shall provide a letter that, to the best of the Architect's knowledge and reasonable belief, there are no Hazardous Substances with regard to the Project. The District's consultant, not the Architect, shall provide to the District a certification that there are no Hazardous Substances with regard to the Project.

5.7.16 Based on the Architect's observations, and an evaluation of each Project Application for Payment, the Architect will estimate the amount of work completed by Contractor, and assist the District in (a) determining the amount owing to the Contractor, and (b) issuing Project Certificates for Payment incorporating such amount, all in accordance with the Contract Documents. The Architect's estimation of the amount of work completed by Contractor shall constitute representations by the Architect to the District that the quality of the completed work is in accordance with the Contract Documents based upon Architect's observations of the completed work and that the Contractor is entitled to payment for the completed work.

5.7.17 Notwithstanding anything else in this Master Agreement, as a part of its Basic Services, the Architect shall assist the District in evaluating and responding to claims, disputes and other matters in question between the Contractor and the District, including but not limited to claims made against the District as a result of alleged or claimed Wrongful Acts or Omissions, and shall in all instances provide such truthful testimonial assistance as may be required by the District at no cost to the District. Architect agrees to toll all statutory periods of limitations for District's claims, lawsuits or other proceedings against Architect which arise out of, or related to, any claims by Contractors against District until Contractors' claims are fully and finally resolved. This tolling period commences upon a Contractor's initial submission of a notice of claim, change order request or claim. At any time, District may terminate the tolling period effective ten (10) days after written notice to Architect, and after such termination, District may pursue claims, lawsuits or other proceedings against Architect.

5.7.18 The Architect will provide construction advice to the District on apparent deficiencies in construction, both during construction and after acceptance of the Project.

5.7.19 The Architect shall recommend, prepare and process the necessary change orders. Payment of fees to the Architect as a result of change orders shall be handled as follows:

5.7.19.1 District-initiated change orders. If a change order is initiated by the District, the Architect's fee for such change order shall be calculated on a percentage or hourly basis as agreed in

writing by the District and the Architect prior to commencement of work on the change order. If a change order is solicited by the District but not subsequently authorized by the District, the Architect shall be paid for time spent on the proposed change order as an Additional Service.

5.7.19.2 Change orders due to Architect. When a change order is necessitated as a result of Wrongful Acts or Omissions, the Architect's fees shall not be calculated by reference to the cost of any change order work which would not have been necessary in the absence of such Wrongful Acts or Omissions.

5.7.19.3 Change orders beyond District or Architect control. If a change order is necessitated as a result of changes in law, in-field changes required by governing agencies after document approval, unknown, unforeseeable or hidden conditions, or actual conditions inconsistent with available drawings of existing conditions, such change orders shall be handled in the same manner as District-initiated change orders.

5.7.20 Notwithstanding any other provision of this Master Agreement, in the event a change order is caused by, or necessitated as a result of Wrongful Acts or Omissions, or the District otherwise incurs costs or damages as a result of Wrongful Acts or Omissions, the Architect shall be responsible for the cost of the following:

5.7.20.1 In the event of such a change order, Architect shall be responsible for the difference between (a) what the contractor would have added to its original bid for the Project if the Wrongful Act or Omission had not occurred (i.e., the "added value" portion of the change order), and (b) what the contractor charges the District in the change order. The amount of added value of any change order work shall be based on the circumstances of the Architect's Wrongful Act or Omission and the change order work necessitated by the Wrongful Act or Omission. It is the parties' intent that the District should pay no more than what the District would have paid if the Wrongful Act or Omission had not occurred.

5.7.20.2 In addition, Architect shall be responsible for any other costs or damages which the District incurs as a result of Wrongful Acts or Omissions including but not limited to any delay damages the District pays to, or cannot collect from, Contractor or any third party.

Provided the District submits a claim for a backcharge to the Architect, describing in sufficient detail the basis for such a claim, it may backcharge, and withhold payment from the Architect for these costs and damages, and may seek reimbursement for any amount which exceeds any retention of the contract amount at the time of collection. When District so backcharges and withholds, upon Architect's request, District and Architect shall meet and confer in good faith in an effort to reach agreement on (a) whether a Wrongful Act or Omission occurred, (b) whether it caused the change order expense, (c) what damages have been incurred by District, and (d) what portion of the damages are attributable to Architect as described above. If District and Architect do not reach agreement on all four of these items when meeting and conferring, then District and Architect shall use mediation in good faith to resolve the dispute. The mediation service may be as the parties agree and, if they do not agree, then through the American Arbitration Association ("AAA") in Sacramento, California.

5.7.21 The Architect shall assist the District in determining the date of final completion and make a final detailed on-site review of the job with representatives of the District and the Contractor. Architect shall also perform a warranty review with District 30-60 days before expiration of the specified warranty on the Project.

5.7.22 The Architect shall assist the District in issuing the final certificate for payment and any other documents required to be recorded by law or generally accepted architectural or construction contract practice upon compliance with the requirements of the Contract Documents, provided that such certification shall not constitute an admission that the Project has been completed in accordance with Contract Documents or in conformance with this Master Agreement.

5.7.23 The Architect shall provide a color schedule of all finish materials in the Project for the District's review and approval.

5.7.24 Architect shall make reasonable professional efforts to ensure that the finished project complies with all standards imposed by the Americans with Disabilities Act, section 504 of the Rehabilitation Act of 1973, disability access requirements of the State Building Code and any other laws applicable to disability access and applicable to the Project. The Architect's final detailed on-site review of the finished project conducted pursuant to Section 5.7.22 shall include a field inspection to ensure compliance with such requirements. If a court, administrative agency or other trier of fact later determines that Architect has violated any of the above-referenced laws, or District, because of Wrongful Acts or Omissions, has violated any of the above-referenced laws, Architect shall work with the District to remedy the violation at Architect's own cost. **Architect shall indemnify, defend and hold the District harmless pursuant to Article 18.1 of this Master Agreement for any breach of this paragraph due to Architect's negligence, recklessness or willful misconduct.** The Architect shall not be responsible for acts or omissions of the Contractor or of any other persons performing portions of the Project not employed or retained by Architect, nor shall Architect be responsible for any subsequent changes in the law or any regulation applicable to disabled access or any subsequent differing interpretation of the laws or regulations applicable at the time Architect's design is reviewed by DSA. In the event that the Architect is or becomes aware of possible non-compliance with the foregoing standards, Architect shall have a duty immediately to notify the District in writing of the possible non-compliance.

## 5.8 Close Out Phase

5.8.1 Architect will assist the District with securing and submitting all documents from the Contractor and any third parties necessary to achieve DSA certification and formal close out of project.

5.8.2 Architect shall submit a written checklist to the District identifying any work completed on the Project that satisfies work required under the District's ADA Transition Plan.

## 5.9 Use of Previously Prepared Materials

In the event that there exist previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect, whether supplied by District or by Architect, which are relied upon, altered or otherwise utilized by Architect, Architect shall be responsible for giving appropriate recognition to such other design professionals in any materials prepared by Architect pursuant to this Master Agreement.

## **ARTICLE 6**

### **ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT**

6.1 "Additional Services" shall be provided by Architect if authorized in writing by District. No additional compensation shall be paid to Architect for performing these Additional Services unless the District and the Architect agree in writing as to the amount of compensation for such services prior to such services being rendered. Such compensation shall be computed as set forth in Article 4.2.1 and as otherwise set forth in this Master Agreement. Any work performed by Architect without written authorization OR without written agreement on compensation shall be presumed to be Basic Services.

6.2 The following list of services are not included in the Basic Services to be provided under this Master Agreement, and they will be performed only in accordance with Article 6.1, above:

6.2.1 Providing financial feasibility or other special studies;

6.2.2 Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase;

6.2.3 Providing coordination of Project performed by separate contractors or by the District's own forces;

6.2.4 Providing analyses of owning and operating costs, or detailed quantity surveys or inventories of material, equipment and labor;

6.2.5 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the District's approval of Contract Documents or are due to other causes not within the control of the Architect;

6.2.6 Providing consultation concerning replacement of any work damaged by fire or other cause during construction of the Project, and furnishing services as may be required in connection with the replacement of such work;

6.2.7 Providing services made necessary by the default of the Contractor;

6.2.8 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding, other than when resulting from Architect's or its consultants' alleged Wrongful Acts or Omissions;

6.2.9 Providing services of consultants for other than the normal architectural, civil, soils, structural, mechanical and electrical engineering services for the Project;

6.2.10 At the District's request, selecting moveable furniture, equipment or articles which are not included in the Contract Documents;

6.2.11 Providing services related to change orders requested by the District but which are

not subsequently authorized (see the second sentence of Section 5.7.19.1, above); and  
6.2.12 Providing any other services not otherwise included in the Master Agreement and not customarily furnished in accordance with generally accepted architectural practice.

## **ARTICLE 7**

### **RESPONSIBILITIES OF DISTRICT**

It shall be the duty of District to:

7.1 Pay all fees required by any reviewing or licensing agency;

7.2 Designate a representative authorized to act as a liaison between the Architect and the District in the administration of this Master Agreement and the Contract Documents;

7.3 Furnish, at the District's expense, the services of a Project Inspector;

7.4 Review all documents submitted by the Architect and advise the Architect of decisions thereon within a reasonable time after submission;

7.5 Issue appropriate orders to Contractors through the Architect;

7.6 Furnish existing soil investigation or geological hazard reports, which the District shall own and, upon termination of this Master Agreement or completion of the Project, shall have returned to it by Architect;

7.7 Furnish the services of a hydrologist or other consultants not routinely provided by the Architect when such services are reasonably required by the scope of the Project and are requested by the Architect;

7.8 Provide asbestos review and abatement, identifying materials which may qualify for same;

7.9 Furnish available as-built drawings for buildings and utilities systems related to the Project, which the District shall own and, upon termination of this Master Agreement or completion of the Project, shall have returned to it by the Architect. The District will also provide information regarding programmatic needs and specific equipment selection data;

7.10 Furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents, which the District shall own and, upon termination of this Master Agreement or completion of the Project, shall have returned to it by the Architect; and

7.11 Furnish prompt notice of any fault or defects in the Project or nonconformance with the Contract Documents of which the District becomes aware (however, the District's failure to do so shall not relieve the Architect of Architect's responsibilities under Title 21, Title 24, and the Field Act for this Project and under this agreement).

## **ARTICLE 8**

### **GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE**

8.1 Prior to the commencement of services under this Master Agreement, the Architect shall furnish to the District a Certificate of Insurance, Additional Insured Endorsement and Declarations Page for the period covered by this Master Agreement, for public liability and property damage with an insurance carrier satisfactory to the District, under forms satisfactory to the District, to protect the Architect and District against loss from liability imposed for damages (1) on account of bodily or personal injuries, including death, disease and sickness, accidentally suffered or alleged to have been suffered by any person or persons that may be caused directly or indirectly by the performance of this Master Agreement, and (2) on account of injury to or destruction of property, including the resultant loss of use of the Project or other District facilities or equipment, resulting from acts of commission or omission by the Architect, or otherwise resulting directly or indirectly from the Architect's operations in the performance of this Master Agreement. The District shall be named as an additional insured on all such policies.

8.2 The following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Master Agreement, including any extensions, and shall be written on an "occurrence" basis, with specific limits set forth in the Project Authorization: Commercial general liability insurance, excluding coverage for motor vehicles, personal and advertising injury aggregate, Automobile liability insurance covering motor vehicles. Such insurance or liability coverage shall at least include "broad form" commercial general liability, errors and omissions (exclusive of design professional liability), and automobile liability (owned, non-owned, and hired) coverages. Each party, and their respective directors, officers and employees, shall be listed as "additional insureds" under such coverages, as evidenced by an Additional Insured Endorsement. Each party also represents that for the period of this agreement, they will also purchase and maintain insurance or liability coverage as required by law or regulation, including worker's compensation and employers' liability coverage (coverages A and B).

8.3 The Architect's insurance policies shall contain a provision for thirty (30) days written notice to the District of cancellation or reduction of coverage. The Architect shall name, on any policy of insurance required, the District as an additional insured. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability shall not be reduced by the existence of such other insurance. Architect shall not commence work under this Master Agreement until all required insurance certificates, declarations pages and additional insured endorsements have been obtained and delivered in duplicate to the District for approval subject to the following requirements. Thereafter Architect shall produce a certified copy of any insurance policy required under this section upon written request of the District.

8.4 At the time of making application for any extension of time, Architect shall submit evidence that insurance policies will be in effect during the requested additional period of time.

8.5 If the Architect fails to maintain such insurance, the District may, but shall not be required to, take out such insurance to cover any damages of the above-mentioned classes for which the District

might be held liable on account of the Architect's failure to pay such damages, and deduct and retain the amount of the premiums from any sums due the Architect under this Master Agreement.

8.6 Nothing contained in this Master Agreement shall be construed as limiting, in any way, the extent to which the Architect may be held responsible for the payment of damages resulting from the Architect's operations.

8.7 Each of Architect's consultants shall comply with this Article, and Architect shall include such provisions in its contracts with them.

## **ARTICLE 9**

### **WORKER'S COMPENSATION INSURANCE**

Prior to the commencement of services under this Master Agreement, the Architect shall furnish to the District satisfactory proof that the Architect and all engineers, experts, consultants and subcontractors the Architect intends to employ have taken out, for the period covered by this Master Agreement, workers' compensation insurance with an insurance carrier satisfactory to the District for all persons whom they may employ in carrying out the work contemplated under this Master Agreement in accordance with the Workers' Compensation Laws of the State of California.

If the Architect employs any engineer, expert, consultant or subcontractor which it did not intend to employ prior to commencement of services, it must furnish such proof of workers' compensation insurance to the District immediately upon employment. Such insurance shall be maintained in full force and effect during the period covered by this Master Agreement including any extensions of time. If the Architect is self-insured, the Architect shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the District.

Prior to the commencement of services under this Master Agreement, the Architect shall furnish to the District satisfactory proof that the Architect and all engineers, experts, consultants and subcontractors the Architect intends to employ have taken out employer's liability insurance with an insurance carrier satisfactory to the District. During the course of Architect's services, if Architect ever intends to employ additional or different engineers, experts, consultants or subcontractors, before so employing them Architect shall furnish such satisfactory proof of insurance to the District. Such insurance shall be maintained in full force and effect during the period covered by this Master Agreement including any extensions of time. If the Architect is self-insured, the Architect shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the District.

## **ARTICLE 10**

### **PROFESSIONAL LIABILITY INSURANCE**

10.1 Prior to the commencement of services under this Master Agreement, the Architect shall furnish to the District satisfactory proof that the Architect has purchased professional liability coverage, on a claims made basis, extending protection to Architect in an amount no less than Two Million Dollars (\$2,000,000) per claim, and Two Million Dollars (\$2,000,000) in the annual aggregate, with a deductible of no more than Seventy Five Thousand Dollars (\$75,000). Such coverage shall be in effect, as evidenced by a valid Certificate of Insurance, no later than (i) the date any plans and specifications for a specific project are submitted to any required regulatory agency for review and approval, and/or (ii) the date the Architect agrees that the plans may be submitted for bid or bid



consideration to any general contractor or group of contractors. Coverage for alleged wrongful acts, errors or omissions will remain in effect until three (3) years after the Notice of Completion has been filed and the project has been accepted by the District. At all other times, the Architect shall purchase professional liability insurance of no less than One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate.

10.2 Each of Architect's professional sub-consultants (including consultants of Architect's) shall comply with this Article, and Architect shall include such provisions in its contracts with them. The District may, at its discretion and according to the circumstances, approve a variation in the foregoing insurance requirement, upon a determination that the coverage, scope, limits, and/or forms of such insurance are not commercially available.

## **ARTICLE 11**

### **COMPLIANCE WITH LAWS**

Architect shall be familiar with, and Architect and Architect's design shall comply with all State and Federal laws and regulations applicable to the Project or lawfully imposed upon the Project by agencies having jurisdiction over the Project, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, prevailing wage law, and the Americans with Disabilities Act ("ADA") in effect at the time of this Master Agreement.

## **ARTICLE 12**

### **TERMINATION OF AGREEMENT**

12.1 **Termination by District.** This Master Agreement may be terminated or the Project may be canceled by the District for the District's convenience and without cause at any time immediately upon written notice to the Architect. In such event, the Architect shall be compensated for (a) all Basic and Additional services completed, and Reimbursable Expenses incurred, pursuant to this Master Agreement through the date of termination, (b) such Basic or Additional Services performed, and Reimbursable Expenses incurred, after termination which are authorized by the District, and (c) any costs incurred by reason of such termination; but less any amounts the District is entitled to withhold under law or this Master Agreement. Upon the District's request and authorization, Architect shall perform any and all Basic and Additional Services necessary to complete the work in progress as of the date of termination.

For any material breach of contract by the Architect, the District may also terminate the Master Agreement for cause by delivering written Notice of Intent to Terminate to the Architect. Such Notices shall include the following: (1) A description of such material breach, and (2) a date not less than fourteen days (14) after delivery of the notice by which the Architect must cure such breach. In response to such Notice, if the Architect fails to cure, and fails to reasonably commence to cure, the breach(es) by the deadline set by the Notice, then the District may terminate the Master Agreement by written notice delivered to the Architect, which shall be effective upon such delivery. In such event, the Architect shall be compensated for all services completed pursuant to this Master Agreement through the date of termination, together with compensation for such services performed after termination which are authorized by the District, but less any amounts the District is entitled to withhold under law or this Master Agreement. Upon the District's request and authorization, Architect shall perform any and all services necessary to complete the work in progress as of the date of the termination.

**12.2 Termination by Architect.** For any material breach of contract by the District other than one related to a payment or invoice dispute as described in Section 4.4 of this Master Agreement, the Architect may terminate the Master Agreement by delivering written Notice of Intent to Terminate to the District. Such Notice shall include the following: (1) A description of such material breach, (2) a date not less than fourteen (14) days after delivery of the notice by which the District must cure such breach or reasonably commence to cure such breach, (3) the status of work completed as of the date of the Notice of Intent to Terminate, and (4) a description and cost estimate of the effort necessary to complete the work in progress. In response to such Notice, if the District fails to cure, and fails to reasonably commence to cure, the breach by the deadline set by the Notice, then Architect may terminate the Agreement by written notice delivered to the District within ten (10) days of the cure deadline, which shall be effective upon such delivery.

In the event of such termination by Architect, Architect shall be compensated for all Basic and Additional Services completed, and Reimbursable Expenses incurred, pursuant to this Master Agreement through the date of termination, together with compensation for such Basic and Additional Services performed, and Reimbursable Expenses incurred, after termination which are authorized by the District. Upon the District's request and authorization, Architect shall perform any and all Basic and Additional Services necessary to complete the work in progress as of the date of termination.

### **12.3 Miscellaneous Provisions**

12.3.1 Following the termination of this Master Agreement for any reason whatsoever, the District shall have the right to utilize any designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Master Agreement by the Architect, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including, but not limited to, any repair, maintenance, renovation, modernization or other alterations/revisions to this Project) under Education Code Section 17316. Architect shall promptly make any such documents or materials available to the District upon request without additional compensation.

12.3.2 In the event of the termination of this Master Agreement for any reason whatsoever, all designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect or any of its agents pursuant to this Master Agreement shall immediately upon request by the District be delivered to the District. Architect may not refuse to provide such writings or materials for any reason whatsoever, including but not limited to a possessory interest lien for any claim the Architect may have against the District or a claim by the Architect to an ownership interest in the intellectual property embodied in the documents or materials.

## **ARTICLE 13**

### **ARCHITECT AN INDEPENDENT CONTRACTOR**

It is specifically agreed that in the making and performance of this Master Agreement, the Architect is an independent contractor and is not and shall not be construed to be an officer or employee of the District.

## **ARTICLE 14**

### **STANDARDIZED MANUFACTURED ITEMS**

The Architect shall consult and cooperate with the District in the use and selection of manufactured items to be used in the Project. Manufactured items, including but not limited to paint, finish hardware, plumbing fixtures and fittings, mechanical equipment, electrical fixtures and equipment, roofing materials, and floor coverings, shall be standardized to the District's criteria so long as the same does not interfere seriously with the building design or cost.

## **ARTICLE 15**

### **OWNERSHIP OF DOCUMENTS**

All designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Master Agreement shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to any other project, provided that any invalidity of such ownership in relation to any other project shall not affect the validity of such ownership in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316.

The Architect will provide the District with a complete set of reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks in formats including both DWG and PDF, or other writings prepared or caused to be prepared by the Architect pursuant to this Master Agreement, and will retain, on the District's behalf, the original documents or reproducible copies of all such original documents, however stored, in the Architect's files for a period of no less than fifteen (15) years. Architect shall promptly make available to District any original documents it has retained pursuant to this Master Agreement upon request by the District.

## **ARTICLE 16**

### **LICENSING OF INTELLECTUAL PROPERTY**

This Master Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in

plans, specifications, studies, drawings, estimates and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect pursuant to this Master Agreement, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Master Agreement.

The compensation for this Project includes compensation not only for any use in connection with this Project and use or re-use for repair, maintenance, renovation, modernization or other alterations or revisions to this Project, but also for any re-use by the District in relation to other projects. The only other term or condition of such re-use shall be that if the District re-uses the plans prepared by the Architect and retains another certified architect or structural engineer for the preparation of those plans for the re-use, the District shall indemnify and hold harmless the Architect and its consultants, agents, and employees from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the re-use to the extent required by Education Code section 17316, subdivision (c).

Architect represents and warrants that Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates or other documents that Architect or its consultants prepares or causes to be prepared pursuant to this Master Agreement. **Architect shall indemnify, defend and hold the District harmless pursuant to Article 18.1 of this Master Agreement for any breach of Article 16 due to Architect's negligence, recklessness or willful misconduct.** The Architect makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect and provided to Architect by the District.

## **ARTICLE 17**

### **ACCOUNTING RECORDS OF ARCHITECT**

Architect's records of accounts regarding the Project shall be kept in accordance with generally accepted accounting principles and shall be available to the District or its authorized representative at mutually convenient times.

## **ARTICLE 18**

### **INDEMNITY**

#### **18.1 Architect Indemnification**

The Architect shall defend, indemnify, and hold harmless the District, the governing Board of the District, each member of the Board, and their officers, agents and employees against claims to the extent caused by the negligence, recklessness or willful misconduct of the Architect, the Architect's officers, employees, or consultants in performing or failing to perform any work, services, or functions provided for, referred to, or in any way connected with any work, services, or functions to be performed under this Master Agreement. For purposes of this Article 18.1 only, "claims" means any and all claims, demands, actions and suits brought by third parties for any and all losses, liabilities, costs, expenses, damages and obligations, and the defense obligation shall include but not be limited to payment of the District's attorneys' fees, experts' fees, and litigation costs incurred in defense of a claim.

#### **18.2 District Indemnification for Use of Third Party Materials**

The District shall defend, indemnify, and hold harmless the Architect and its employees against any and all copyright infringement claims by any design professional formerly retained by the District arising out of Architect's completion, use or re-use of that former design professional's designs or contract documents in performing this Master Agreement. Architect shall be entitled to such indemnification only if each of the following conditions are met: (a) Architect actually re-draws or completes such other designs or contract documents; (b) Architect complies with the provisions of Article 5.8 regarding use of materials prepared by other design professionals; (c) District has supplied Architect with the previously prepared documents or materials; and (d) District expressly requests that the Architect utilize the designs or contract documents in question. By providing this or any other indemnification in this Master Agreement, District does not waive any immunities.

## **ARTICLE 19**

### **TIME SCHEDULE**

#### **19.1 Time for Completion**

Time is of the essence of this Master Agreement. The Architect shall timely complete its Basic and Additional Services as expeditiously as possible and according to the schedule attached as Exhibit "B" to this Master Agreement.

#### **19.2 Delays**

The District recognizes that circumstances may occur beyond the control of either the District or the Architect and extensions for such delays may be made to the schedule if approved by the District. Any time during which the Architect is delayed in the Architect's work by acts of District or its employees or those in a direct contractual relationship with District or by acts of nature or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any Wrongful Acts or Omissions, shall be added to the time for completion of any obligations of the Architect. District shall not be liable for damages to the Architect on account of any such delay.

## **ARTICLE 20**

### **MISCELLANEOUS PROVISIONS**

20.1 This Master Agreement shall be governed by and construed in accordance with the laws of the State of California excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Master Agreement shall be brought solely in the Superior Court of the State of California for the County of Sacramento, subject to transfer of venue under applicable State law, provided that nothing in this Master Agreement shall constitute a waiver of immunity to suit by the School District.

20.2 The Architect shall not assign or transfer any or all of its rights, burdens, duties or obligations under this Master Agreement without the prior written consent of the District.

20.3 All notices, certificates, or other communications hereunder shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, to the parties at the addresses set forth below:

<b>District</b>	<b>Architect</b>
Sacramento City Unified School District 5735 47 <sup>th</sup> Avenue Sacramento CA 95824 Attn: Jessica Sulli, Contracts	WLC Architects 1110 Iron Point Rd Ste 200 Folsom, CA 95630

20.4 The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

20.5 Nothing contained in this Master Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the District or the Architect.

20.6 This Master Agreement constitutes the entire agreement between the parties, and supersedes any prior agreement or understanding. There are no understandings, agreements, representations or warranties, expressed or implied, not specified in this Master Agreement. The Architect, by the execution of this Master Agreement, acknowledges that the Architect has read this Master Agreement, understands it, and agrees to be bound by its terms and conditions.

20.7 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's professional materials. The Architect's materials shall not include the District's confidential or proprietary information if the District has previously advised the Architect in writing of the specific information considered by the District to be confidential or proprietary.

20.8 Prior to executing this agreement, the Architect shall submit a certification if required by Public Contract Code section 3006(b) for roofing projects.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the day and year first written above.

**DISTRICT:**

**WLC ARCHITECTS:**

By: \_\_\_\_\_  
Gerardo Castillo  
Chief Business Officer

Date: January 18, 2018

By: \_\_\_\_\_  
Max I. Medina, AIA  
Vice President, Principal

Date: January 18, 2018



# Sacramento City Unified School District

## PROJECT AUTHORIZATION FORM

\_\_\_\_\_ (Project)

Date: \_\_\_\_\_

Pursuant to the Master Architect Agreement dated \_\_\_\_\_, \_\_\_\_\_ between (name of firm) and Sacramento City Unified School District, Architect hereby submits a scope of work upon the terms described below and in the Master Architect Agreement.

### TERMS

#### A. Project Description

“Project” shall mean the work of improvement and the construction thereof, including the Architect's services as follows:

[INSERT PROJECT DESCRIPTION]

#### B. Compensation

For the Basic Services provided pursuant to the Master Agreement and this Project Authorization, Architect shall be compensated in the manner identified below:

##### ☐ **Hourly Rate/Not to Exceed**

Architect shall be compensated according to its hourly rate schedule set forth in Attachment Two. Architect's total compensation for its Basic Services shall not exceed \_\_\_\_\_. Architect acknowledges that the not-to-exceed price for Basic Services includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

##### ☐ **Flat Fee**

Architect shall be compensated \_\_\_\_\_ (\$\_\_\_\_\_) for the Basic Services under this Master Agreement. Architect acknowledges that the flat fee price for the Basic Services includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

##### ☐ **Percentage of Construction Cost**

Architect shall be compensated no more than \_\_\_\_\_ [percent of construction cost] percent (\_\_\_\_%) [can include sliding scale percentages] of the final adjusted Project Construction



Cost for the Project. Upon any adjustment (increase or decrease) to the Project Construction Cost as contemplated by Article 1.9 of the Master Agreement, including but not limited to any adjustment made at such time as bids are received, the Architect's total compensation for Basic Services for the Project shall also be increased or decreased, including retroactively for Basic Services already performed and payments already made. Such adjustments may be effected by the District by either (a) adjusting any future payment due under the payment schedule immediately above, or (b) issuing a revision notice to Architect that either tenders any additional payment owed or demands reimbursement from the Architect of any overpayment to date.

**C. Reimbursable Expenses**

Pursuant to Section 4.3, Architect's total reimbursement for Reimbursable Expenses shall not exceed \$ \_\_\_\_\_, which is Architect's estimate of the maximum total cost of Reimbursable Expenses on the Project.

**D. Asbestos**

The language identified in Section 5.7.15 ☒ is ☐ is not applicable to this Project.

**E. Section 8.2**

Consistent with Section 8.2, the following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Agreement, including any extensions, and shall be written on an "occurrence" basis, with specific limits set forth: Commercial general liability insurance, excluding coverage for motor vehicles, shall be in amounts not less than \$1,000,000 general aggregate; Personal and advertising injury aggregate, with a per occurrence limit of \$1,000,000; Automobile liability insurance covering motor vehicles shall be in an amount not less than \$1,000,000 combined single limit.

District hereby authorizes Architect to proceed with the work upon the terms described herein and in Master Agreement.

**NAME OF FIRM**

Dated: \_\_\_\_\_  
(Architect)

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

Dated: \_\_\_\_\_  
Gerardo Castillo  
Chief Business Officer

**Attachment One to Project Authorization**

**PROJECT SCHEDULE**

***ADD PROJECT SCHEDULE AS AN ATTACHMENT TO THIS DOCUMENT***

**Attachment Two to Project Authorization**

**HOURLY RATE / FEE SCHEDULE**



## PROJECT AUTHORIZATION FORM

### Hiram Johnson High School Field Improvements

Date: January 18, 2018

Pursuant to the Master Architect Agreement dated August 3, 2017 between Verde Design Landscape Architects and Sacramento City Unified School District, Architect hereby submits a scope of work upon the terms described below and in the Master Architect Agreement.

### TERMS

#### **A. Project Description**

"Project" shall mean the work of improvement and the construction thereof, including the Architect's services as follows:

District wishes to develop construction documents for athletic facility improvements at Hiram Johnson High School based on conceptual designs prepared by Architect. Proposed improvements include: a synthetic turf stadium field with permanent field markings for football and soccer, an all-weather 400-meter, eight-lane running track with NFHS field events, parking and path of travel improvements for access, retaining wall, electrical for scoreboard, perimeter fencing and landscape improvements. Electrical infrastructure only for the future sport field lights, press box, restroom, pathway lighting, concession and ticket booth buildings to be included.

The scope of work will include the layout and coordination for a future bleacher and press box, pathway lighting, not part of this construction package, to be installed in a separate future project. If district determines that lighting and bleachers will be included in the scope of this project additional services will be required.

Detailed scope of work and schedule are contained in Attachment One.

#### **B. Compensation**

For the Basic Services provided pursuant to the Master Agreement and this Project Authorization, Architect shall be compensated in the manner identified below:

#### ☒ **Flat Fee**

Architect shall be compensated Four Hundred Eleven Thousand, Four Hundred Sixty Dollars (\$411,460) for the Basic Services under this Master Agreement. Architect acknowledges that the flat fee price for the Basic Services includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

**C. Reimbursable Expenses**

Pursuant to Section 4.3, Architect's total reimbursement for Reimbursable Expenses shall not exceed \$20,573, which is Architect's estimate of the maximum total cost of Reimbursable Expenses on the Project.

**D. Asbestos**

The language identified in Section 5.7.15 ☒ is ☐ is not applicable to this Project.

**E. Section 8.2**

Consistent with Section 8.2, the following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Agreement, including any extensions, and shall be written on an "occurrence" basis, with specific limits set forth: Commercial general liability insurance, excluding coverage for motor vehicles, shall be in amounts not less than \$1,000,000 general aggregate; Personal and advertising injury aggregate, with a per occurrence limit of \$1,000,000; Automobile liability insurance covering motor vehicles shall be in an amount not less than \$1,000,000 combined single limit.

District hereby authorizes Architect to proceed with the work upon the terms described herein and in Master Agreement.

**VERDE DESIGN LANDSCAPE ARCHITECTS**

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

\_\_\_\_\_  
Mark Baginski  
Principal

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

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

\_\_\_\_\_  
Gerardo Castillo  
Chief Business Officer

**Attachment One to Project Authorization  
QUOTE/PROJECT SCHEDULE**

December 13, 2017

Mr. James C. Dobson  
Director, Facilities Management & Operations  
Sacramento City Unified School District  
5735 47<sup>th</sup> Avenue  
Sacramento, CA 95824



2455 The Alameda, Suite 200  
Santa Clara, CA 95050  
t 408.985.7200 f 408.985.7260  
www.verdedesigninc.com

**SUBJECT:** Hiram Johnson High School  
Stadium Renovation Design Services  
Verde Design Proposal No. 17230001276M

Dear James:

In response to your request, Verde Design, Inc. (Consultant) is pleased to submit the following proposal to provide the identified design services on the above-mentioned project. This proposal shall remain valid for a period of sixty (60) days.

### **PROJECT UNDERSTANDING/HISTORY**

The Sacramento City Unified School District (District) wishes to develop construction documents for athletic facility improvements at Hiram Johnson High School ("HJHS") based on conceptual designs prepared by Verde Design dated 11/06/17 with an anticipated construction budget of \$7.5 million. Proposed improvements include: a synthetic turf stadium field with permanent field markings for football and soccer, an all-weather 400-meter eight (8) lane running track with NFHS field events, parking and path of travel improvements for access, retaining wall, electrical for scoreboard, perimeter fencing and landscape improvements. Electrical infrastructure only for the future sport field lights, press box, restroom, pathway lighting, concession and ticket booth buildings to be included.

The scope of work will include the layout and coordination for a future bleacher (quantity of seats to be determined) and press box, pathway lighting, not part of this construction package, to be installed in a separate future project. Consultant will work with Southern Bleacher to develop these layouts. If the district determines that lighting and bleachers will be included in the scope of this project additional services will be required and are listed below. It should be noted that bleachers or sports field lighting will require a full DSA review.

It is our understanding that the project is intended to begin construction in the early spring of 2018 with substantial completion by the end of August 2018. It is anticipated that the project will be submitted to DSA for access only over the counter review. The consultant will quickly assess if the proposed plan will require walls over three feet to achieve the design. If so then a full DSA review may be required.

### **SCOPE OF SERVICES**

Verde Design proposes to provide the following services based on the above stated project understanding.

#### **I. Schematic Design**

1. Project Start-up will include:
  - a. Receive all available existing site utility data, maps, etc.
  - b. Coordinate geotechnical investigation efforts.
  - c. Coordinate sheet setup and base files.
  - d. Program preparation for work with team and future improvements.
  - e. Establish files and in-house documentation.

- f. Update milestone schedule.
- 2. Meet with District staff in a workshop to review the project intent, scope, budget and timetable.
  - a. Identification of roles and responsibilities.
  - b. Review final master plan.
  - c. Identification of District staff, and all other stakeholders who will be involved.
  - d. Review athletic program and proposed project scope.
  - e. Scheduling, by purpose, for each phase of the design process.
  - f. Review pertinent site data available.
- 3. Attend (1) meeting with District and HJHS Staff to review material
  - a. At this meeting, we will review the preliminary program, Final Master Plan, program elements and potential construction phasing.
  - b. Presentation will also include:
    - 1) We will review the Final Master Plan design specifically and proposed phasing of program improvements.
    - 2) Outcome of this meeting will get approval to Design Development. Preliminary costs estimates will be updated and presented. Confirm alignment with project scope, budget and timeline parameters.
- 4. Project Administration.

**B. Design Development / 50% Construction Documents**

The purpose of the Design Development (DD) phase is to provide the Sacramento City Unified School District a clear understanding of the specific elements of construction and materials proposed for the project.

- 1. Refine the CAD base
  - a. Review pertinent site data available.
  - b. Review assembled data and historical information.
  - c. Review codes, ordinances and policies pertaining to project design.
  - d. Review existing utility systems, capacity and locations.
  - e. Site visit to review prepared survey, perform visual analysis and become familiar with to existing conditions and constraints.
- 2. DD / 50% CD Submittal Package, will include the following:
  - a. Drawings
    - i. Cover Sheet/Signature Plan
    - ii. Accessible Path of Travel Plan
    - iii. Existing Conditions Plan
    - iv. Storm Water Management Plan
    - v. Demolition Plan
    - vi. Grading Plan
    - vii. Drainage Plan
    - viii. Utility Plan
    - ix. Layout Plan
    - x. Material Plan
    - xi. Irrigation Plan
    - xii. Planting Plan
    - xiii. Electrical Plan – including future infrastructure
    - xiv. Structural Plan
    - xv. Bleachers – For planning purposes only
    - xvi. Construction Details
  - b. Material Cut Sheets
  - c. 50% Statement of Probable Construction Costs

- d. Critical Path schedule
- e. Technical Project Specifications (Division 2)
- 3. Submit DD / 50% CD Package (2 sets) to the Sacramento City Unified School District for review and approval to proceed to Construction Documentation.
- 4. Internal redline review and Quality Control
- 5. Attend (1) one meeting with HJHS site staff and District to review DD / 50% CD Package and receive comments and feedback and address questions.
- 6. Confirm alignment of DD / 50% CD Package costs, schedule and scope.
- 7. Submit 50% CD package to DSA to start the 6week completion time.
- 8. Project Administration as required to coordinate work with the Sacramento City Unified School District, and sub-consultants.

**C. 95% CD / DSA Submittal**

- 1. Incorporate comments received from Design Development / 50% CD submittal and develop documentation to 95% CD / DSA submittal level.
- 2. 95% CD / DSA Submittal Package will include the following:
  - a. Drawings
    - i. Cover Sheet/Signature Plan
    - ii. Accessible Path of Travel Plan
    - iii. Existing Conditions Plan
    - iv. Storm Water Management Control Plan
    - v. Demolition Plan
    - vi. Grading Plan
    - vii. Drainage Plan
    - viii. Utility Plan
    - ix. Layout Plan
    - x. Material Plan
    - xi. Irrigation Plan
    - xii. Planting Plan
    - xiii. Construction Details
    - xiv. Electrical Plan
    - xv. Structural Plan
  - b. SWPPP – NOI Register for SMARTS data base
  - c. 95% Statement of Probable Construction Costs
  - d. Critical Path schedule
  - e. Technical Project Specifications (Division 2)
- 3. Submit 95% CD / DSA (3 sets) to DSA, the Sacramento City Unified School District for review and approval to proceed to BID / Back-check Documentation.
- 4. Internal redline review and Quality Control
- 5. Attend (1) one meeting with HJHS site staff and District to review 95% CD / DSA Package and receive comments and feedback.
- 6. Confirm alignment of 95% CD / DSA costs, schedule and scope.
- 7. Project Administration as required to coordinate work with the Sacramento City Unified School District.

**D. BID / Back-check Submittal**

- 1. Following receipt of DSA comments, one (1) meeting with Sacramento City Unified School District to review DSA comments and approval to proceed to BID / Back-check submittal.
- 2. Incorporate 95% CD / DSA comments as BID / Back-check submittal.
- 3. BID / Back-check Submittal Package will include the following:
  - a. Drawings



- i. Cover Sheet/Signature Plan
    - ii. Accessible Path of Travel Plan
    - iii. Existing Conditions Plan
    - iv. Storm Water Management Plan
    - v. Demolition Plan
    - vi. Grading Plan
    - vii. Drainage Plan
    - viii. Utility Plan
    - ix. Layout Plan
    - x. Material Plan
    - xi. Irrigation Plan
    - xii. Planting Plan
    - xiii. Construction Details
    - xiv. Electrical Plan
    - xv. Structural Plan
  - b. Engineer's estimate of Probable Construction Costs
  - c. Critical Path schedule
  - d. Technical Project Specifications (Division 2)
4. One (1) meeting with DSA to review BID / Back-check Submittal plan set and receive approval.

#### **E. Construction Services**

Construction services are based on our current understanding of the project scope, schedule and delivery method. Changes beyond our control may impact the necessary scope of construction services beyond those listed. Minimum proposed construction administration services are as follows:

- 1. Construction Administration Services:
  - a. Attend one (1) construction kick-off meeting.
  - b. Attend up to twenty-four (24) weekly site meetings.
  - c. Provide up to twenty-four (24) weekly site observations, concurrent with weekly meetings, and review as required, considering weather and construction schedule.
  - d. Process and coordinate submittals and shop drawings.
  - e. Respond to questions, RFI responses, clarifications, substitution requests and assist Sacramento Unified School District with Change Orders if necessary.
  - f. Attend substantial completion walk-through and generate punch list.
  - g. (1) Final site walk with owner to accept project.
  - h. Review as-built plans.
  - i. Warranty evaluation.
  - j. Project Closeout.

#### **PROJECT TIMELINE**

Verde Design estimates the following project schedule based on the above scope:

	<b>Phase</b>	<b>Duration</b>
A.	Project Start-up / Schematic Design	12/27/17 through 1/26/18
B.	Design Development / 50% CD	1/29/18 through 2/26/18
C.	95% CD / DSA Submittal	2/27/18 through 3/23/18
D.	BID / Back-check Submittal	2 weeks following receipt of DSA and HJHS comments.
E.	Construction Services	May '18 through August '18

Note: The above timelines include estimates of Owner and DSA required review times.

## CLIENT'S RESPONSIBILITIES

In order to complete the items described in Scope of Services above, we respectfully request that the District provide the following information:

### A. Guidelines and Requirements

1. SCUSD design guidelines as it relates to the proposed improvements and anticipated users.
2. Development and maintenance practice guidelines.

### B. Project and Site Information

1. Any available as-built drawings.
2. Front end specifications for public bid including General and Supplementary conditions.
3. Other pertinent data including electrical points of connection, sewer, storm and potable water points of connection information, irrigation water source, water pressure, controller location, and any specific owner requests regarding design and maintenance requirements.
4. Title report information regarding the existing storm water retention basin and coordination with City of Sacramento.

## SPECIAL PROVISIONS

- A. Without attempting to be all-inclusive and for purposes of clarity, the following items are **specifically not included in the Scope of Services:**
1. Meetings other than those listed.
  2. Presentations to public bodies.
  3. Egress lighting - infrastructure only to stadium
  4. Architectural Services.
  5. Construction Management services.
  6. Subsurface and utility investigation/validation.
  7. Design and documentation services for elements not included above in the Project Understanding.
  8. Renderings or presentation graphics.
  9. Permitting or Coordination with any public agencies.
  10. Environmental review, studies, or CEQA documentation.
  11. Design improvements within the public right-of-way.
  12. Permit fees
  13. Field or Laboratory Testing of on-site or proposed materials.
  14. QSP work, including reporting to SMARTS required under the project SWPPP
  15. Construction documentation for site electrical improvements beyond conduit infrastructure for sports field lighting, pedestrian lighting, press box, PA, Fire or alarm, restroom, concession and ticketing.
  16. Construction documentation for bleachers and press box. (provided as an optional service)
- B. Services will be diligently pursued, and every reasonable effort will be made to meet the mutually agreed upon schedule. If the completion of the services is delayed at any time in the progress of the work undertaken in this Agreement by conditions beyond the control of the Verde Design; including but not limited to: strikes, lockouts, labor disputes, or the inability of the Sacramento City Unified School District, utility companies, or jurisdictional agencies to provide required information, processing or direction; the time of completion shall be extended during such period and Verde Design shall be held harmless from any and all claims arising out of such delay.

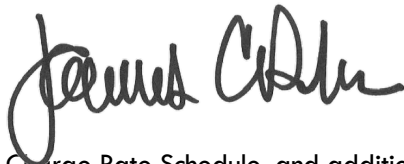
## PROFESSIONAL COMPENSATION

Based on the scope identified above, we respectfully request a fixed fee for Phases A-E of **\$411,460** for Hiram Johnson HS under a single set of construction documents, which includes anticipated reimbursable expenses. Our fee is broken down as follows:

PHASE	FEE
A. Project Start-up / Schematic Design	\$ 41,545
B. Design Development / 50% CD	\$ 75,690
C. 95% CD / DSA Submittal	\$ 70,395
D. BID / Back-check Submittal	\$ 31,950
E. <u>Construction Services</u>	\$ 70,330
<b>Verde Design Fee:</b>	<b>\$ 289,910</b>

SUB CONSULTANT SERVICES	FEE
Geotechnical Engineering	\$ 19,690
Electrical Engineering Infrastructure Design	\$ 38,280
Electrical Engineering for Press Box, Pathway Lighting & DSA (Optional)	\$ 43,780
Electrical Engineering Construction Services	\$ 8,800
<u>Structural Engineering</u>	\$ 11,000
<b>Sub Consultant Design Fees:</b>	<b>\$ 121,550</b>

**Total Design Fees:**

 **\$ 411,460**

Billings will be in accordance with the attached current Charge Rate Schedule, and additional services will be charged on a time and material basis as noted on the attached Charge Rate Schedule. Charges for additional services will be billed separately.

The fees noted above are based on the project schedule contained in the proposal. Should the Sacramento Unified School District delay the project beyond the agreed upon schedule to a level that puts the project on hold longer than 30 consecutive days, a project re-start fee may apply. The fee, if applied, will be reflective of difference between the current standard charge rates at time of restart from those used to calculate the fee at the time of the contract execution. This will only apply to the remaining work left unfinished. IF no, change in standard rate applies no restart fee will be charged.

## CHANGE IN SERVICES

Client may order changes in scope or character of service, either decreasing or increasing the amount of Consultant's services, and if necessary, changing the character of services. In the event that such changes are ordered, Consultant is entitled to full compensation for all services performed and expenses incurred prior to receipt of notice of change.

In the event that additional services including, but not limited to design, plans, renderings, and presentations not included in the Scope of Services are required; or for changes and revisions requested by the Sacramento Unified School District after work has been performed, they will be performed on an hourly charge rate basis as extra work in accordance with the charge rate schedule in effect at the time the services are performed.

### **TERMINATION OF AGREEMENT**

This agreement may be terminated by either party at any point with ten (10) days written notice to the other party in the event of substantial failure of performance, or if the Sacramento Unified School District should deem it necessary or desirable to indefinitely suspend the project.

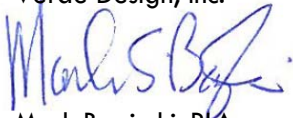
In the event the project is terminated or indefinitely suspended in the manner herein provided, the Landscape Architect shall turn over copies of any and all documents completed to that date. Verde Design shall be entitled to compensation up to and including said termination date. Original work shall remain the property of Verde Design.

### **BILLINGS AND PAYMENT**

Invoices will be sent by the 25<sup>th</sup> of the month for work completed through the third week of that month. Any additional services will be billed separate from contracted services.

James, if this proposal meets with your approval, please have the authorized Sacramento Unified School District representative sign this proposal as identified below. Thank you for the opportunity to work with you and the SCUSD team on this exciting project.

Respectfully Submitted,  
Verde Design, Inc.



Mark Baginski, RLA  
Principal

Approved:

\_\_\_\_\_  
Name:

Date:

Enclosure: 2018 Charge Rate Schedule

cc: Nance Cronin, Verde Design  
Chris Sullivan, Verde Design

**Attachment Two to Project Authorization  
HOURLY RATE/FEE SCHEDULE**

**Verde Design, Inc.**

**Charge Rate Schedule**

**Effective until December 31, 2018**

The following chart outlines the current charge rate for professional and office costs. Reimbursable rates and expenses are shown at the bottom.

***Project Rates***

Principal	\$215.00 per hour
Project Manager/Construction Manager	
Level Four	\$200.00 per hour
Level Three	\$180.00 per hour
Level Two	\$160.00 per hour
Level One	\$145.00 per hour
IT Manager	\$160.00 per hour
CAD Manager	\$155.00 per hour
Project Designer	\$135.00 per hour
Job Captain/Staff Engineer/Construction Administrator	\$130.00 per hour
Draftsperson Level II	\$115.00 per hour
Draftsperson Level I	\$110.00 per hour
Project Administrator	\$80.00 per hour
Intern	\$70.00 per hour

***Reimbursable Rates***

Blueprints, Printing and Reproductions	Cost plus 10%
Sub Consultant Services	Cost plus 10%

***Reimbursable Expenses***

Blueprints and Reproductions	Travel Expenses
Photography	Parking and Toll Expenses
Models and Renderings	Permit Fees
Postage/Overnight Mail Service	Courier Delivery Service



## PROJECT AUTHORIZATION FORM

### Hiram Johnson Core Academic Renovation

Date: January 18, 2018

Pursuant to the Master Architect Agreement dated April 19, 2017 between Hibser Yamauchi Architects, Inc. and Sacramento City Unified School District, Architect hereby submits a scope of work upon the terms described below and in the Master Architect Agreement.

### TERMS

#### A. Project Description

"Project" shall mean the work of improvement and the construction thereof, including the Architect's services as follows:

#### SCOPE OF SERVICES

1. General
  - a. Conduct staff / department interviews with the design team to focus the scope and expectations for the design to be implemented.
  - b. Full Schematic Design, Design Development and Construction Document phases to produce milestone deliverables for district review and Cost Estimating.
  - c. DSA submittal and response to plan check comments for purposes of obtaining a building permit.
  - d. Bid Support and assistance during Contractor selection.
  - e. Construction Administration Services.
  - f. Project close out, including record drawings.
2. Building A
  - a. Modifications to the interior of the existing building to reorganize the layout for the staff
  - b. Redesign of the campus entry sequence / reception
  - c. Mechanical, Plumbing, Fire Sprinkler & Electrical upgrades / revisions as required for new design
  - d. Title 24 Design and Compliance as required
3. Science Classrooms
  - a. Upgrades to facilitate science programs including fume hood install at Biology / Chemistry classrooms
  - b. Gas / Plumbing / Elec revisions as needed for the programs
  - c. Code required upgrades (Title 24, lighting, Fire Alarm, Fire Sprinkler, etc)

4. Campus Restroom Upgrades – As shown on attached Master Planning exhibits (shown in pink color)
  - a. Barrier removal to provide fully accessible restroom facilities
  - b. Revisions to plumbing, electrical & exhaust ventilation as required

#### **EXCLUSIONS**

1. Structural Engineering – If this is required based on the Schematic Design direction, we will provide a proposal for additional services at that time.
2. Civil Engineering
3. Life-Cycle Cost Analysis
4. Site Lighting Design
5. Value Engineering
6. Systems Commissioning
7. Restroom modernization only as shown on Master Planning exhibit (others on campus are excluded)
8. Path of Travel will be limited to restroom upgrades and some minor improvements to the parking lot, if required

#### **B. Compensation**

For the Basic Services provided pursuant to the Master Agreement and this Project Authorization, Architect shall be compensated in the manner identified below:

##### ☒ **Flat Fee**

Architect shall be compensated Seven Hundred Thirty-Seven Thousand Dollars (\$737,000) for the Basic Services under this Master Agreement. Architect acknowledges that the flat fee price for the Basic Services includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

#### **C. Reimbursable Expenses**

Pursuant to Section 4.3, Architect's total reimbursement for Reimbursable Expenses shall not exceed \$36,850, which is Architect's estimate of the maximum total cost of Reimbursable Expenses on the Project.

#### **D. Asbestos**

The language identified in Section 5.7.15 ☒ is ☐ is not applicable to this Project.

#### **E. Section 8.2**

Consistent with Section 8.2, the following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Agreement, including any extensions, and shall be written on an "occurrence" basis, with specific limits set forth: Commercial general liability insurance, excluding coverage for motor vehicles, shall be in amounts not less than \$1,000,000 general aggregate; Personal and advertising injury aggregate, with a per occurrence limit of \$1,000,000; Automobile liability insurance covering motor vehicles shall be in an amount not less than \$1,000,000 combined single limit.

District hereby authorizes Architect to proceed with the work upon the terms described herein and in Master Agreement.

**HIBSER YAMAUCHI ARCHITECTS, INC.**

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

\_\_\_\_\_  
Marcus Hibser  
Principal

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT**

Dated: January 18, 2018

\_\_\_\_\_  
Gerardo Castillo  
Chief Business Officer



**Attachment One to Project Authorization  
HOURLY RATE/FEE SCHEDULE**



HIBSER YAMAUCHI Architects, Inc.

## 2017 Billing Rates

### Architectural

Principal	\$235 per hour
Associate	\$190 per hour
Architect 3	\$180 per hour
Architect 2	\$160 per hour
Architect 1	\$150 per hour
Job Captain	\$130 per hour
Senior Draftsperson	\$120 per hour
Draftsperson	\$115 per hour
Jr. Draftsperson	\$105 per hour

### Interiors

Project Designer	\$130 per hour
Staff Designer	\$110 per hour

Administrative Staff	\$85 per hour
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(rates subject to change annually)



## SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.1b

**Meeting Date:** January 18, 2018

**Subject:** Approve Personnel Transactions 1/18/18

- ☐ 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 1/18/18

**Background/Rationale:** None

**Financial Considerations:** None

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

**Documents Attached:**

1. Certificated Personnel Transactions Dated January 18, 2018
2. Classified Personnel Transactions Dated January 18, 2018

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

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

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

Attachment 1: CERTIFICATED 01/18/2018

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
<b>EMPLY</b>							
NEILSON	JEFFREY	B	Teacher, High School	C. K. McCLATCHY HIGH SCHOOL	12/11/2017	1/7/2018	EMPLOY PROB1 12/11/17
HETZLER	JASON	B	Teacher, Elementary Spec Subj	EARL WARREN ELEMENTARY SCHOOL	12/4/2017	6/30/2018	EMPLOY PROB 12/4/17
HETZLER	JASON	B	Teacher, Elementary Spec Subj	TAHOE ELEMENTARY SCHOOL	12/4/2017	6/30/2018	EMPLOY PROB 12/4/17
GONG	ALLEN	B	Teacher, Elementary Spec Subj	JOHN H. STILL - K-8	10/9/2017	6/30/2018	EMPLOY PROB1 10/9/17
WITTEBORG	AUDREY	B	Teacher, Elementary	GOLDEN EMPIRE ELEMENTARY	12/18/2017	6/30/2018	EMPLOY PROB1 12/18/17
JONES	ANDREA	B	Teacher, Middle School	ALBERT EINSTEIN MIDDLE SCHOOL	12/4/2017	6/30/2018	EMPLOY PROB1 12/4/17
<b>RE-ASSGIN/STATUS CHANGE</b>							
CARAPIET	ANITA	Q	Teacher, Elementary Spec Subj	REASSIGNED	12/1/2017	6/30/2018	EXT PERM LTA 12/1/17-6/30/18
MARTIN	JESSICA	B	Assistant Principal, Middle Sc	ALBERT EINSTEIN MIDDLE SCHOOL	12/1/2017	6/30/2018	REA/STCHG 12/11/17
<b>LEAVES</b>							
DAYTON	NATHAN	0	Teacher, Middle School	SAM BRANNAN MIDDLE SCHOOL	1/8/2018	3/2/2018	LOA (PD) FMLA/BBY BOND 1/8/18-3/2/18
MARTINEZ	MALIKA	0	Teacher, Elementary	JOHN D SLOAT BASIC ELEMENTARY	12/10/2017	2/7/2018	LOA (PD) AMEND HE 12/10/17-2/7/18
ACTON	CHRIS	A	Teacher, Elementary	HOLLYWOOD PARK ELEMENTARY	8/31/2017	2/28/2018	AMEND/LOA (PD) FMLA/CFRA/HE 8/31/17-2/28/18
PRIESTLEY	ROBERT	A	Teacher, Middle School	SAM BRANNAN MIDDLE SCHOOL	11/1/2017	6/30/2018	AMEND/LOA RTN 11/1/17
ELLERMAN	JENNIFER	A	Site Instruction Coordinator	ROSEMONT HIGH SCHOOL	10/11/2017	1/26/2018	LOA (PD) FMLA/CFRA/BABY BONDING 10/11/17-1/26/18
HEALTON	MARK	0	Teacher, Middle School	FERN BACON MIDDLE SCHOOL	12/13/2017	6/30/2018	LOA ADMIN (UNPD) 12/13-6/30/18
CLAPPER	PEGGIE	A	Teacher, Middle School	ALBERT EINSTEIN MIDDLE SCHOOL	12/28/2017	1/22/2018	LOA EXT (PD) FMLA/CFRA/HE, 12/28-1/22/18
NGUYEN	KIM	A	Teacher, Elementary	CAMELLIA BASIC ELEMENTARY	1/11/2018	2/11/2018	LOA (PD) FMLA/CFRA 1/11/18-2/11/18
KURTULUS	REBECCA	A	Teacher, Elementary	NEW JOSEPH BONNHEIM	11/27/2017	1/27/2018	LOA HE (PD) 11/27/17-1/27/18
JOHNSON	LORRINDA	A	Teacher, Elementary	ETHEL PHILLIPS ELEMENTARY	12/30/2017	6/30/2018	LOA HE (PD) 12/30/17-6/27/18
BENTOVOJA	JESSICA	A	School Social Worker	INTEGRATED COMMUNITY SERVICES	1/13/2018	3/23/2018	LOA HE (PD) 1/13/17-3/23/18
SHANNON	AMBER	Q	Teacher, High School	REASSIGNED	11/19/2017	1/28/2018	LOA HE (PD) 11/19/17-1/28/18
FAJARDO	AARON	A	Teacher, Spec Ed	SUTTER MIDDLE SCHOOL	12/16/2017	6/30/2018	LOA RTN (PD) 12/16/2017
JONES	BRENT	B	Teacher, High School	LUTHER BURBANK HIGH SCHOOL	12/23/2017	6/30/2018	LOA RTN (PD) FMLA/CFRA/BABY 12/23/17
HENRY	SHANNON	B	Principal, Elementary School	JOHN BIDWELL ELEMENTARY	11/11/2017	6/30/2018	LOA RTN (PD) FMLA/CFRA/HE 11/11/17
STOKES	BRANDON	0	Teacher, Middle School	FERN BACON MIDDLE SCHOOL	12/7/2017	6/30/2018	LOA RTN (UNPD) ADMIN 12/7/17
COPPOS ARNOLD	NICHOLETTE	B	Teacher, Elementary	HUBERT H BANCROFT ELEMENTARY	12/19/2017	6/30/2018	LOA RTN 12/19/17
ALLEN-ANDERSON	ANGELA	A	Teacher, Spec Ed	HUBERT H BANCROFT ELEMENTARY	12/13/2017	6/30/2018	LOA RTN (PD) 12/13/17
RIOS	CRISTINA	A	Teacher, Elementary	CESAR CHAVEZ INTERMEDIATE	12/15/2017	6/30/2018	LOA RTN (PD) FMLA/CFRA/BABY BONDING 12/15/17
BORCHERS	MEGAN	A	Teacher, Resource, Special Ed.	ALICE BIRNEY WALDORF	11/9/2017	6/30/2018	ADMIN LOA (PD) 11/9/17
<b>SEPARTE/RESIGN/RETIRE</b>							
WAGNER	STEPHANIE	A	Teacher, K-8	ROSA PARKS MIDDLE SCHOOL	7/1/2017	12/8/2017	SEP/RESIGN 12/8/17
ARMSTRONG	LEILANI	C	Behav Intrvn SP Spec Ed Dept	SPECIAL EDUCATION DEPARTMENT	7/1/2017	12/8/2017	SEP/RESIGN 12/8/17
PAPENHAUSEN	DANA	0	Teacher, Middle School	FERN BACON MIDDLE SCHOOL	7/1/2017	12/14/2017	SEP/RESIGN 12/14/17

Attachment 2: CLASSIFIED 01/18/2018

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
EMPLOYE-EMPLOY							
GUETLING	TODD	B	Custodian	ENGINEERING AND SCIENCES HS	11/16/2017	6/30/2018	EMPLOY PROB1 11/16/17
DAVIS	JERRY	B	Custodian	HEALTH PROFESSIONS HIGH SCHOOL	11/20/2017	6/30/2018	EMPLOY 11/20/17
BELTON	MONICA	B	IEP Desig Inst Para-Sp Ed	SPECIAL EDUCATION DEPARTMENT	11/27/2017	6/30/2018	EMPLOY 11/27/2017
MONTGOMERY	NICHOLAS	B	Inst Aid, Spec Ed	CAMELLIA BASIC ELEMENTARY	12/12/2017	6/30/2018	EMPLOY 12/12/2017
NG	KIMBERLY	B	Inst Aid, Spec Ed	JAMES W MARSHALL ELEMENTARY	12/18/2017	6/30/2018	EMPLOY 12/18/2017
GRANDERSON	KAYLA	B	Foster Youth Svcs Prog Asstct	FOSTER YOUTH SERVICES PROGRAM	12/18/2017	6/30/2018	EMPLOY LTA(A) 12/18/17-6/30/18
COMPTON II	MICHAEL	B	Warehouse Worker	DISTRIBUTION SERVICES	11/13/2017	6/30/2018	EMPLOY PROB 11/13/17
BALANTAC	GENIE	B	Inst Aid, Spec Ed	SPECIAL EDUCATION DEPARTMENT	11/29/2017	6/30/2018	EMPLOY PROB 11/29/17
MILLER	CRYSTAL	B	Inst Aid, Spec Ed	O. W. ERLEWINE ELEMENTARY	11/3/2017	6/30/2018	EMPLOY PROB 11/3/17
HUYNH	ROBINSON	B	Fiscal Services Tech I	ACCOUNTING SERVICES DEPARTMENT	11/6/2017	6/30/2018	EMPLOY PROB 11/6/17
GRADNEY	DALLAS	B	Warehouse Worker	DISTRIBUTION SERVICES	12/15/2017	6/30/2018	EMPLOY PROB 12/15/17
SCROGGINS	BLANCHE	B	Inst Aid, Spec Ed	BRET HARTE ELEMENTARY SCHOOL	12/18/2017	6/30/2018	EMPLOY PROB 12/18/17
VANDERKLAY	JARED	B	Inst Aid, Spec Ed	ALICE BIRNEY WALDORF	12/18/2017	6/30/2018	EMPLOY PROB 12/18/17
GREER	ANGELA	B	School Office Manager I	FATHER K.B. KENNY	12/20/2017	6/30/2018	EMPLOY PROB 12/20/2017
VANG	KABAO	B	Inst Aide Child Dev	CHILD DEVELOPMENT PROGRAMS	12/21/2017	6/30/2018	EMPLOY PROB 12/21/17
SETHI	VEENA	B	Inst Aid, Comp Lab	CAROLINE WENZEL ELEMENTARY	12/4/2017	6/30/2018	EMPLOY PROB 12/4/17
YIP	JENNIFER	B	Inst Aid, Spec Ed	CAROLINE WENZEL ELEMENTARY	12/4/2017	6/30/2018	EMPLOY PROB 12/4/17
STORRS	SE ANNE	Q	Home Visitor HS-EHS Home Base	CHILD DEVELOPMENT PROGRAMS	12/5/2017	6/30/2018	EMPLOY PROB LTA(A) 12/5/17
PARKER	MARISSA	B	IEP Desig Inst Para-Sp Ed	SPECIAL EDUCATION DEPARTMENT	11/15/2017	6/30/2018	EMPLOY PROB 11/15/17
CAMACHO	ADRIANNE	B	Inst Aid, Spec Ed	ALBERT EINSTEIN MIDDLE SCHOOL	11/30/2017	6/30/2018	EMPLOY PROB 11/30/17
VAUGHN	LAWRENCE	B	Inst Aid, Spec Ed	CALIFORNIA MIDDLE SCHOOL	12/12/2017	6/30/2018	EMPLOY PROB 12/12/17
SUMITANI	LISA	B	Inst Aid, Spec Ed	MATSUYAMA ELEMENTARY SCHOOL	12/18/2017	6/30/2018	EMPLOY PROB 12/18/17
CLARK	ERICA	B	Fd Sv Asst I	NUTRITION SERVICES DEPARTMENT	12/4/2017	6/30/2018	EMPLOY PROB 12/4/17
FERNANDEZ	OBDULIA	B	Fd Sv Asst I	NUTRITION SERVICES DEPARTMENT	12/4/2017	6/30/2018	EMPLOY PROB 12/4/17
HAYMAN	ERIC	B	Fd Sv Asst I	NUTRITION SERVICES DEPARTMENT	12/4/2017	6/30/2018	EMPLOY PROB 12/4/17
HUNTER	KATHY	B	Fd Sv Asst I	NUTRITION SERVICES DEPARTMENT	12/4/2017	6/30/2018	EMPLOY PROB 12/4/17
MARTINEZ	SARA	B	Fd Sv Asst I	NUTRITION SERVICES DEPARTMENT	12/4/2017	6/30/2018	EMPLOY PROB 12/4/17
PADILLA	NATALIE	B	Fd Sv Asst I	NUTRITION SERVICES DEPARTMENT	12/4/2017	6/30/2018	EMPLOY PROB 12/4/17
PIERCE	KEISHA	B	Fd Sv Asst I	NUTRITION SERVICES DEPARTMENT	12/4/2017	6/30/2018	EMPLOY PROB 12/4/17
SAMPEL	ERIN	B	Fd Sv Asst I	NUTRITION SERVICES DEPARTMENT	12/4/2017	6/30/2018	EMPLOY PROB 12/4/17
ZALUNARDO	VILAIPORN	B	Fd Sv Asst I	NUTRITION SERVICES DEPARTMENT	12/4/2017	6/30/2018	EMPLOY PROB 12/4/17
ZHU	SUSIE	B	Coord I Learning Support Svcs	HIRAM W. JOHNSON HIGH SCHOOL	12/4/2017	6/30/2018	EMPLOY PROB 12/4/17
TAYLOR	DWIGHT	Q	Inst Aid, Spec Ed	FERN BACON MIDDLE SCHOOL	12/15/2017	6/30/2018	RE-EMPLOY PROB 12/15/17
PAPENHAUSEN	DANA	B	Inst Aid, Spec Ed	A. M. WINN ELEMENTARY SCHOOL	12/4/2017	6/30/2018	RE-EMPLOY 12/4/2017
HARRISON	EYANNA	B	Inst Aid, Spec Ed	NUTRITION SERVICES DEPARTMENT	12/4/2017	6/30/2018	EMPLOY PROB 1 12/4/17
PAREJA DELGADO	MARIANELA	B	Fd Sv Asst I				
EXTEND							
COOKSEY	CAITLIN	B	Inst Aid, Spec Ed	JAMES W MARSHALL ELEMENTARY	12/9/2017	12/22/2017	EXT LOA HE (PD) 12/9/17-12/22/17
ZHANG	YING	Q	Teacher Assistant, Bilingual	WILLIAM LAND ELEMENTARY	12/1/2017	6/30/2018	EXT LTA (A) TO 6/30/18
LEAVES							
MOORE	BARBARA	A	Bus Attendant	TRANSPORTATION SERVICES	9/28/2017	6/30/2018	LOA INTERMITTENT (UNPD) 11/13-5/2/18
LI	WAN	A	Fd Sv Asst I	NUTRITION SERVICES DEPARTMENT	9/18/2017	3/9/2018	AMEND LOA (UNPD) PC 9/8/17-3/9/18
ARCAINA	ALICIA	A	Fd Sv Asst I	NUTRITION SERVICES DEPARTMENT	7/1/2017	4/1/2018	AMEND LOA HE (PD) 7/1/17-4/1/18
LUTTRELL	TAMI	B	Bus Driver	TRANSPORTATION SERVICES	12/1/2017	4/30/2018	LOA INTERMITTANT FMLA/CFRA (UNPD) 12/1/17-6/30/18
MURILLO DE PENA	MANUELA	A	Clerk II	WOODBINE ELEMENTARY SCHOOL	11/6/2017	6/30/2018	LOA RET (PD) 11/6/17
BONNETT	LEAH	A	School Office Manager I	MARK TWAIN ELEMENTARY SCHOOL	11/1/2017	6/30/2018	LOA RTN (PD) FMLA/CFRA/HE 11/1/17
VANG	CRYSTAL	A	Office Tchnon II	SPECIAL EDUCATION DEPARTMENT	12/5/2017	6/30/2018	LOA RTN (PD) FMLA/CFRA/HE, 12/5/17
EVANS	TANESHA	A	Buyer II	PURCHASING SERVICES	12/7/2017	6/30/2018	LOA RTN (PD) HE 12/7/17
BURNS	JASON	A	Warehouse Worker	DISTRIBUTION SERVICES	12/19/2017	6/30/2018	LOA RTN (UNPD) FMLA/CFRA 12/19/17
BROADBENT	MISTY	B	Bus Driver	TRANSPORTATION SERVICES	11/14/2017	6/30/2018	LOA RTN 11/14/17
DAVIS	KATHLEEN	A	Inst Aid, Spec Ed	JOHN F. KENNEDY HIGH SCHOOL	12/15/2017	6/30/2018	LOA RTN 12/15/17
MURILLO DE PENA	MANUELA	A	Clerk II	WOODBINE ELEMENTARY SCHOOL	11/6/2017	6/30/2018	LOA RTN (PD) 11/6/17
COOKSEY	CAITLIN	B	Inst Aid, Spec Ed	JAMES W MARSHALL ELEMENTARY	12/23/2017	6/30/2018	LOA RTN (PD) HE 12/23/17
WHITE	LORNE	B	School Plant Ops Mngr I	HEALTH PROFESSIONS HIGH SCHOOL	11/15/2017	6/30/2018	LOA RTN (PD) ADMIN 11/15/17

RE-ASSIGN / STATUS CHANGE

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
EMPLOYEE-EMPLOY							
MORAVICK-CHENG	KIMBERLEE	B	Library/Textbook Acq Tech	LIBRARY SERVICES	12/18/2017	6/30/2018	REA/STCHG/TR/WVG 12/18/17
MONTTOYA	KENNA	Q	Coord I Learning Support Svcs	HIRAM W. JOHNSON HIGH SCHOOL	12/8/2017	6/30/2018	REA/STCHG/TR/WVG 12/8/17
BOYD	TAMMY	A	School Office Manager II	CALIFORNIA MIDDLE SCHOOL	12/4/2017	6/30/2018	REA/TR FR TAHOE 12/4/17
LUEVANOS	ANDRES	B	Facilities Maint Laborer I	FACILITIES MAINTENANCE	12/11/2017	6/30/2018	REAWVG/TR 12/11/17
HEYNE	RYTINA	A	Inst Aid, Spec Ed	PETER BURNETT ELEMENTARY	9/19/2017	6/30/2018	STCH FR 9/19/17
DESMOND	SHARON	A	Fd Sv Asst I	NUTRITION SERVICES DEPARTMENT	11/15/2017	6/30/2018	STCHG PERM 11/15/17
LEVINGSTON	CATHERINE	A	Bus Driver	TRANSPORTATION SERVICES	11/29/2017	6/30/2018	STCHG 11/29/17
SIERRA CRUZ	GLADYS	A	Bus Attendant	TRANSPORTATION SERVICES	12/1/2017	6/30/2018	STCHG 12/1/17
LUCAS	DAVID	A	Bus Driver	TRANSPORTATION SERVICES	11/29/2017	6/30/2018	STCHG 11/29/17
LY	CINDY	A	Fd Sv Asst I	NUTRITION SERVICES DEPARTMENT	12/4/2017	5/31/2018	STCHG 12/4/17
URIBE-RAMIREZ	HENRIETTA	A	Fd Sv Asst I	NUTRITION SERVICES DEPARTMENT	12/4/2017	5/31/2018	STCHG 12/4/17
MOHR	SHANE	A	Bus Driver	TRANSPORTATION SERVICES	11/30/2017	6/30/2018	STCHG FR 11/30/17
MOHR	SHANE	A	Bus Driver	TRANSPORTATION SERVICES	12/1/2017	6/30/2018	STCHG FR 11/30/17
PHAN	MINH	A	Bus Driver	TRANSPORTATION SERVICES	12/1/2017	6/30/2018	STCHG FR 12/1/17
NGUYEN	LINDA	A	Bus Driver	TRANSPORTATION SERVICES	11/29/2017	6/30/2018	STCHG FR 11/29/17
STENSON	JODIE	B	Fd Sv Asst III	NUTRITION SERVICES DEPARTMENT	12/11/2017	5/31/2018	STCHG/REA FR
SEPARTE/RESIGN/RETIRE							
JOINER	DAVID	B	Instructional Aide	PARKWAY ELEMENTARY SCHOOL	8/31/2017	1/12/2018	SEP/RESIGN 1/12/18
MOUA	BOUN	B	Parent Advisor	JOHN BIDWELL ELEMENTARY	7/1/2017	12/11/2017	SEP/RESIGN 12/11/17
VELAZQUEZ SANCHEZ	LUIS	A	Teacher Assistant, Bilingual	BG CHACON ACADEMY	7/1/2017	12/15/2017	SEP/RESIGN 12/15/17
VANG	SANDY	B	Inst Aid, Spec Ed	BRET HARTE ELEMENTARY SCHOOL	7/1/2017	12/22/2017	SEP/RESIGN 12/22/17
BUTLER	JUANITA	A	Inst Aid, Spec Ed	SUTTER MIDDLE SCHOOL	7/1/2017	12/4/2017	SEP/RESIGN 12/4/2017
DOUGLAS	CHRASHAWNNA	B	Inst Aid, Spec Ed	LUTHER BURBANK HIGH SCHOOL	7/1/2017	12/5/2017	SEP/RESIGN 12/5/2017
MUNOZ	ALEXANDRIA	A	Inst Aid, Spec Ed	THE MET	11/1/2017	12/5/2017	SEP/RESIGN 12/5/2017
VUE	YER	B	Clerk II	FATHER K.B. KENNY	11/1/2017	12/8/2017	SEP/RESIGN 12/8/17
SKRINNIK	ALEXANDRA	B	Child Care Attendant, Chld Dev	CHILD DEVELOPMENT PROGRAMS	8/31/2017	12/14/2017	SEP/RESIGN 12/14/17
SILAS	SHANI	B	Fd Sv Asst I	NUTRITION SERVICES DEPARTMENT	8/31/2017	11/17/2017	SEP/RESIGN 11/17/17
BROWN	SHANE	B	Electronics Technician	FACILITIES MAINTENANCE	8/1/2017	10/20/2017	SEP/RESIGN10/20/17
HER	CHUE	B	Fd Sv Asst III	NUTRITION SERVICES DEPARTMENT	9/1/2017	12/1/2017	SEP/RESIGN 12/1/17
CHIN	JOYCE	B	Fd Sv Asst I	NUTRITION SERVICES DEPARTMENT	7/1/2017	12/22/2017	SEP/RESIGN 12/22/17
SESTITO	RONALD	A	School Plant Ops Mngr I	LEATAATA FLOYD ELEMENTARY	11/2/2017	11/27/2017	SEP/RETIRE 11/27/17
GALLOWAY	SUSAN	B	Mngr III, Adult Education	NEW SKILLS & BUSINESS ED. CTR	7/1/2017	12/30/2017	SEP/RETIRE 12/30/17
LEWIS	CARMEN	A	Inst Aide Child Dev	CHILD DEVELOPMENT PROGRAMS	7/1/2017	12/30/2017	SEP/RETIRE 12/30/17
HASTINGS	ELIZABETH	A	School Office Manager I	HOLLYWOOD PARK ELEMENTARY	7/1/2017	12/30/2017	SEP/RETIRE 12/30/17
FLORES	ANNEMARIE	B	School Office Manager II	JOHN H. STILL - K-8	11/17/2017	1/31/2018	SEP/RETIRE 1/31/18
PHILLIPS-MILLER	YOLANDA	A	School Office Manager II	CALIFORNIA MIDDLE SCHOOL	9/28/2017	1/4/2018	SEP/RETIRE 1/4/18
LY	LUONG	A	Registrar	JOHN F. KENNEDY HIGH SCHOOL	7/1/2017	11/30/2017	SEP/RETIRE 11/30/17
TAFOYA	JACQUELINE	A	Inst Aid, Spec Ed	LUTHER BURBANK HIGH SCHOOL	7/1/2017	12/29/2017	SEP/RETIRE 12/29/17
ROVER-MATTHEWS	JENICE	B	School Office Manager I	FATHER K.B. KENNY	10/23/2017	11/17/2017	SEP/TERM 11/17/17
CARRI	CHRISTINA	A	Inst Aid, Spec Ed	SPECIAL EDUCATION DEPARTMENT	7/1/2017	12/19/2017	SEP/TERM 12/19/2017
MORALES	ALMA	B	Credentials Specialist	HUMAN RESOURCE SERVICES	7/1/2017	12/1/2017	SEP/TERM 12/1/17
NGUYEN	THANH THUY	B	Inst Aide Child Dev	CHILD DEVELOPMENT PROGRAMS	7/1/2017	12/20/2017	SEP/TERM 12/20/17
SEAGRAVES	ELAN	J	Coach	JOHN F. KENNEDY HIGH SCHOOL	8/14/2013	12/28/2017	SEP/TERM 12/2/17



## SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.1c

**Meeting Date:** January 18, 2018

**Subject:** Approve Operational Memorandum of Understanding and Special Education Memorandum of Understanding for Gateway Community Charters: Sacramento Academic and Vocational Academy-SCUSD

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

**Division:** Academic Office

**Recommendation:** Approve Operational Memorandum of Understanding and Special Education Memorandum of Understanding between Sacramento City Unified School District and Gateway Community Charters: Sacramento Academic and Vocational Academy-SCUSD (SAVA-SCUSD).

**Background/Rationale:** The District approved the initial charter petition for SAVA-SCUSD on November 2, 2017 for a term of five years effective July 1, 2018 to June 30, 2023. By approving the initial petition 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.

**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 SAVA-SCUSD
2. Special Education Memorandum of Understanding between Sacramento City Unified School District and SAVA-SCUSD

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

**Submitted by:** Iris Taylor, Chief Academic Officer

Jack Kraemer, Innovative Schools and Charter  
Oversight, Director

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

**OPERATIONAL MEMORANDUM OF UNDERSTANDING BETWEEN  
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
AND  
Sacramento Academic and Vocational Academy-SCUSD**

This Operational Memorandum of Understanding ("Agreement") is entered into as of July 1, 2018, by and between the Board of Trustees of the Sacramento City Unified School District ("District") and the Gateway Community Charters ("Non-Profit"), a California non-profit public benefit corporation, operating the Sacramento Academic and Vocational Academy-SCUSD ("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 November 2, 2017 for a term of five years, beginning on July 1, 2018 and expiring June 30, 2023. 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, 2023. 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 Sacramento Academic and Vocational Academy-SCUSD. 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, completed by the Charter School, no later than the October 1st that immediately follows each respective school year. 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 and supplemental funding 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 most recent available fee schedule for services to the Charter School ("Letter of Intent/Fee Schedule") is attached hereto for reference as Appendix C. Appendix C provides an initial estimated fee schedule, subject to amendment when the fiscal year's fees become final. 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 Letter of Intent/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(f) as the amount received in the current fiscal year from the Local Control Funding Formula calculated pursuant to Education Code Section 42238.02, as implemented by Education Code Section 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. 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. From time to time, and as may be necessary in the District's sole discretion, the District reserves the right to revise the content and format of the Calendar of Annual Charter Due Dates. Whenever the District makes a substantive revision to the Calendar of Annual Charter Due Dates, the District will provide notice to the Charter School, within thirty (30) calendar days of the substantive revision, and provide a copy of the updated version to the Charter School. 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.

The District may request, and the Charter School and Non-Profit agree to obtain and provide, additional documentation and information from the Charter School, the Non-profit, and all other non-profit and for-profit entities affiliated with the Non-Profit that provide services to the Charter School or control the assets of the Non-Profit or Charter School ("Other Entities"), for the purpose of review and oversight of the fiscal soundness, operation, and governance of the Charter School or the Non-Profit. Such documents and information must be reasonably related to the operation, educational services, management, finances, personnel, procurement, facilities, financing, or programmatic services of the Charter School and the Non-Profit.

(e) [Reserved.]

(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 Charter School shall notify the District, in writing, no later than 10 days prior to entering into any debt whatsoever. Advance notice shall include the amount of the loan, a description of the need for the loan, its terms, and the plan for repayment, including a cash flow schedule. 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 shall provide

information regarding any such loan to the requesting agency pursuant to Education Code section 47604.3.

It is further agreed that all loans distributed by the Charter School to any other entity, including the Non-Profit, shall be authorized in advance by the governing board of the Charter School and shall be the sole responsibility of the Charter School. The Charter School shall notify the District, in writing, no later than 10 days prior to providing loan funding to any other entity, including the Non-Profit. Advance notice shall include the amount of the loan, a description of terms of the loan, and the plan for repayment, including a cash flow schedule. Upon request, the Charter School shall provide information regarding any such loan to the requesting agency pursuant to Education Code section 47604.3.

(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 five-thousand dollars (\$5,000.00) 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.

(h) AB1360. No later than March 1, 2018, the Charter School shall provide the District with updated policies and procedures that comply with the newly adopted requirements of Assembly Bill ("AB") 1360, which include, but are not limited to the following:

(1) A comprehensive description of procedures by which a pupil can be suspended, expelled or otherwise involuntarily removed from the Charter School, including an explanation of how the Charter School will comply with the federal and state constitutional due process requirements specified in AB 1360.

(2) A comprehensive description of procedures the Charter School will implement to notify parents and guardians, of both applicant pupils and currently

enrolled pupils, that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School.

**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. The Charter School will annually administer the English Language Proficiency Assessments for California ("ELPAC") to all eligible students. The Charter School will be responsible for all applicable state and federal requirements for 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 49414 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(l). 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(l).

**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) Changes to the governance structure, including but not limited to amendments to:
  - The Non-Profit's articles of incorporation
  - The Non-Profit's corporate bylaws;
  - The Non-Profit's conflict of interest policy (and the Charter School

- Board's conflict of interest policy, if different); and
- (h) Name changes of the Charter School.

**18. Amendments to Agreement.** The Updates and Revisions to the Memorandum of Understanding ("Appendix A"), incorporated by reference, are amendments to this Agreement, as mutually agreed to by the Parties. To the extent that the terms of Appendix A and the Agreement conflict with one another, the terms of Appendix A shall control and supersede the term(s) with which they conflict. The remaining terms of the Agreement shall not be affected there by and shall remain valid and fully enforceable.

Any other 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 Department  
5735 47th Avenue  
Sacramento, CA 95824  
Facsimile: (916) 399 - 2058

To the Non-Profit and  
Charter School at: Gateway Community Charters  
Attn: Dr. Cindy Petersen  
5112 Arnold Avenue, Suite A  
McClellan, CA 95652  
Facsimile: (916) 993-4114

**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: 1/8/18

Cindy L. Petersen  
Cindy Petersen  
Superintendent/CEO  
Gateway Community Charters

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

\_\_\_\_\_  
Jorge Aguilar  
Superintendent  
Sacramento City Unified School District

**Appendix A**  
**Sacramento Academic and Vocational Academy-SCUSD**  
**Updates and Revisions to the Memorandum of Understanding**

**I. Recitals**

- a. This Updates and Revisions to the Memorandum of Understanding ("Appendix A") provides amendments to the operational memorandum of understanding ("Agreement") between Gateway Community Charters ("Non-Profit"), as operator of Sacramento Academic and Vocational Academy-SCUSD ("Charter School"), and the Sacramento City Unified School District ("District").
- b. To the extent that the terms of Appendix A and the Agreement conflict with one another, the terms of Appendix A shall control and supersede the term(s) with which they conflict. The remaining terms of the Agreement shall not be affected thereby and shall remain valid and fully enforceable.
- c. All terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements set forth herein and in the Agreement, the Charter School agrees to the following updates, revisions, terms, or conditions of this Agreement.

**II. Updates, Revisions, Terms, or Conditions**

- a. The Charter School agrees that it will not claim the geographical exemption pursuant to Education Code section 47605.1, subdivision (g)(1).
- b. The Charter School and Non-Profit must obtain Board approval through the material revision process before opening or adding facilities and/or new sites within the boundaries of the District not previously approved by the District. With the exception of Education Code section 47605.1, subd.(c), the Charter School and/or the Non-Profit may only locate facilities within the geographical boundaries of the District and are currently authorized to locate resource centers at the following two locations:

1. 5330 Power Inn Road, Sacramento, CA 95820
2. 6207 Logan Street, Sacramento, CA 95824

If the Charter School seeks to open a facility pursuant to Education Code section 47605.1, subd.(c), it must do so through a material revision of its charter petition.

- c. The Charter School 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 allegations, actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorney's fees, and

expert witness fees, whether or not suit is actually filed, and/or any judgment rendered is against the District, related to the location of the Charter School's facility(s).

- d. The District recognizes the Non-Profit also operates other Charter Schools not authorized by the District and this Agreement does not impact those operations.
- e. Provision 17 (c) of this Agreement is amended to read:
  - (c) Proposed changes in enrollment that differ by more than 15 percent +/- of the enrollment originally projected in the charter petition. This amendment is made due to the nature of the program provided and population served by the Charter School.

## **Appendix B**

### **Sacramento Academic and Vocational Academy-SCUSD Corrective Action Plan for 2018-2019 School Year**

#### **I. Recitals**

- A. This corrective action plan is an appendix to the operational memorandum of understanding (MOU) between Gateway Community Charters as operators of Sacramento Academic and Vocational Academy-SCUSD (Charter School), and the Sacramento City Unified School District (District.)
- B. September 8, 2017, the District received an initial charter petition from Gateway Community Charters. The District's Board of Trustees approved the Charter School's petition on November 2, 2017 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. Gateway Community Charters, 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:

Charter school will immediately address and plan for the improvement of the below areas of concern.

1. Site and Student Group CAASPP performance



# Independent Charter School

# Letter of Intent (LOI)

SCUSD Services and Fees for

2017-18 School Year

Appendix C

Charter School Name Sacramento Academic & Vocational Academy - SCUSD

Contact Name and Phone Jason Sample - 916-286-5106

Signature Cindy A. Petersen Date 1/8/18

*(This agreement is required for every charter school.)*

*Please sign and return all pages no later than Monday, July 3, 2017 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 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	2017-18 (Projected)	2017-18 (Actual: TBD - Provided May 2018)
<b>A.</b>	<b>REQUIRED IF NOT PROVIDED BY SCUSD</b>			
	1. Special Education Program Encroachment (if not own LEA)	Per Current Enrollment	\$804.69	
	2. Special Education Transportation Encroachment (if used)	Per Special Education Student Transported	\$2,866.97	
✓	3. Utilities/Telecommunications	Actual Costs		
✓	4. Facility Use - Pro Rata Share (if using District facility)	Per Square Foot of Facility	\$1.91	
✓	5. State-Required Reserve for Economic Uncertainties	2% - 4% of Revenues per MOU		
✓	6. Oversight (if using a District Facility)	1% - 3% of Revenues per MOU	1%	
✓	7. SPOM or Custodian (if using a District Facility)	Actual Cost		
✓	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	\$2,462.83	
✓	9. Security Monitoring – Astro Security	Per Panel	\$72.98	



**Independent Charter School**

# Letter of Intent (LOI)

## SCUSD Services and Fees for 2017-18 School Year

<b>Service</b> Please place a ✓ check mark next to each service you would like to purchase from the district to provide to your school.		<b>Method of Cost Calculation</b>	<b>2017-18 (Projected)</b>	<b>2017-18 (Actual: TBD – Provided May 2018)</b>
<b>B.</b>	<b>ADMINISTRATIVE</b>			
	1. Accounting <i>(Must be on Escape System)</i>	Per Current Enrollment	\$11.44	
	- 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	\$23.68	
	3. Nutrition Services (Service provided if receiving meals sponsored by SCUSD Nutrition Services Department)	Actual Costs		
	4. Human Resources	Per Current Enrollment	\$76.60	
	5. Employee Compensation (Payroll)	Per Current Enrollment	\$22.42	
	6. Risk Management/Employee Benefits	Per Current Enrollment	\$7.57	
	7. Property/Liability Insurance	Per Current Enrollment	\$40.46	
	8. Purchasing/Warehousing <i>(Must be on Escape System)</i>	Per Current Enrollment	\$32.21	
	- Mail Services (Intradistrict)	Per Current Enrollment	\$4.43	
	9. Contact LCAP Coordinator	TBD		
	10. Contact SPSA Coordinator	TBD		
	11. Internal Audit	Per Current Enrollment	\$2.90	
<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		
	<b>**Services Included in Pro Rata Charge if Using a District Facility ?</b>			
	5. Safe Schools Coordination	Per Current Enrollment	\$37.03	
<b>D.</b>	<b>STUDENT SUPPORT &amp; HEALTH SERVICES</b>			
	1. Health Services (Nurses)	Actual Cost		
	2. Health Screening (Vision and Hearing)	Actual Cost		



## Independent Charter School

# Letter of Intent (LOI)

SCUSD Services and Fees for

2017-18 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	2017-18 (Projected)	2017-18 (Actual: TBD – Provided May 2018)
	3. Student Support Services	Actual Cost		
<b>E.</b>	<b>TECHNOLOGY SERVICES</b>			
	1. Network Infrastructure and Hardware/Support/Training <i>(Does Not Include Items 2-7. You may add on Outlook, Escape, Infinite Campus, Illuminate, Shout Point or Tableau. Your fees will be increased by the amounts specified in items 2-7 if selected).</i>	Per Current Enrollment	\$109.41	
	2. Outlook (select to add on)	Per Current Enrollment	.56	
	3. Escape On-line (select to add on)	Per Current Enrollment	\$6.69	
	4. Infinite Campus (Software/Scan) (select to add on)	Per Current Enrollment	\$11.06	
	5. Illuminate	Per Current Enrollment	\$5.51	
	6. Shout Point	Per Current Enrollment	\$1.39	
	7. Tableau	Per Current Enrollment	\$1.36	
<b>F.</b>	<b>INSTRUCTIONAL SUPPORT</b>			
	1. Staff/Professional Development	Per Current Enrollment	\$1.53	
	- 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	\$3.36	
	5. Standards and Curriculum	Per Current Enrollment	\$21.00	
	6. Library/Textbook Services			
	- Destiny (Library Software) (One-time initial cost)	Elem/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	\$7.66	
	7. Assessment, Research and Evaluation	Per Current Enrollment	\$25.61	
	8. Student Svs./Hearing Office/Child Welfare & Attendance	Per Current Enrollment	\$16.49	
	9. GATE Identification (Booklets, Scoring, Analysis, and Parent Notification)	Per 1st grader Per 3rd grader	\$ 12.50 \$ 11.50	
	10. Gifted Education Professional Learning	Contact GATE Coordinator	TBD	
<b>G.</b>	<b>LEGAL SERVICES FROM SCUSD</b>	Per Hour	\$220.50-\$262.50	



**Independent Charter School**

# Letter of Intent (LOI)

SCUSD Services and Fees for  
2017-18 School Year

<b>Service</b> Please place a ✓ check mark next to each service you would like to purchase from the district to provide to your school.		<b>Method of Cost Calculation</b>	<b>2017-18 (Projected)</b>	<b>2017-18 (Actual: TBD – Provided May 2018)</b>
<b>H.</b>	<b>EMPLOYEE RELATIONS</b>			
	1. Negotiations	Per Hour	\$54.60 - 89.25	
	2. CBA Advisory for Certificated and Classified	Per Hour	\$34.89	
<b>I.</b>	<b>OFFICE OF THE SUPERINTENDENT</b>			
	1. Communications	Per Hour	\$78.75	



## Appendix D

# Sacramento City Unified School District: Charter Department

Calendar of Annual Charter Due Dates: 2017-18\_r1

Deadlines subject to change as needs arise. Changes will be communicated as soon as they are known.



Annual Information Due from Charter Schools	Office Responsible for Collecting	Deadlines (no later than)											
		July	August	September	October	November	December	January	February	March	April	May	June
LCAP: 2017-18 and proof of SCOE Submission (All)	CM/ JK (cc)	1											
Letter of Intent (LOI) services elected by the charter school to be provided by the District with signature (All)	EZ	1											
ADA: P-Annual with original signatures (for 2016-17) (Independent only)	MC/ SR (cc)	1											
Charter School Contact Information and Board Dates (All) (No longer needed once on APR)	JK	1											
Unaudited Actual (UA) Data with original signatures and Excel Due: Prior Year (Independent only)	EZ		15										
Annual Performance Reports (APR) for school year 2016-17 (All)	JK		1										
CBED Submission Confirmation (Email) (Independent only)	JK		30										
Audit Report (Independent only)	EZ/ KW (cc)						15						

CM – Cathy Morrison, LCAP/SPSA 643-9222

[Cathy-Morrison@scusd.edu](mailto:Cathy-Morrison@scusd.edu)

EZ – Erika Zavaleta, Business Services 643-9055

[Erika-Zavaleta@scusd.edu](mailto:Erika-Zavaleta@scusd.edu)

JK – Jack Kraemer, Charter Oversight 643-9079

[Jack-Kraemer@scusd.edu](mailto:Jack-Kraemer@scusd.edu)

KW – Karen Wiker, Internal Audit 643-7975

[WikerK@scusd.edu](mailto:WikerK@scusd.edu)

MC – Merilee Carrasco, Budget Svcs. 643-7869

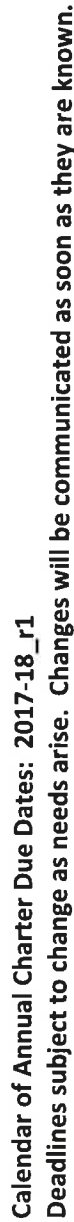
[CarrascM@scusd.edu](mailto:CarrascM@scusd.edu)

GC – Gloria Chung, Budget Svcs. 643-7870

[Gloria@scusd.edu](mailto:Gloria@scusd.edu)

SR – Stella Reyes, Budget Svcs. 643-7867

[Stella-Reyes@scusd.edu](mailto:Stella-Reyes@scusd.edu)



CM – Cathy Morrison, LCAP/SPSA 643-9222  
 EZ – Erika Zavaleta, Business Services 643-9055  
 JK – Jack Kraemer, Charter Oversight 643-9079  
 KW – Karen Wiker, Internal Audit 643-7975  
 MC – Merilee Carrasco, Budget Svcs. 643-7869  
 GC – Gloria Chung, Budget Svcs. 643-7870  
 SR – Stella Reyes, Budget Svcs. 643-7867

[Cathy-Morrison@scusd.edu](mailto:Cathy-Morrison@scusd.edu)  
[Erika-Zavaleta@scusd.edu](mailto:Erika-Zavaleta@scusd.edu)  
[Jack-Kraemer@scusd.edu](mailto:Jack-Kraemer@scusd.edu)  
[WikerK@scusd.edu](mailto:WikerK@scusd.edu)  
[CarrascM@scusd.edu](mailto:CarrascM@scusd.edu)  
[Gloria@scusd.edu](mailto:Gloria@scusd.edu)  
[Stella-Reyes@scusd.edu](mailto:Stella-Reyes@scusd.edu)



**Calendar of Annual Charter Due Dates: 2017-18\_r1**  
**Deadlines subject to change as needs arise. Changes will be communicated as soon as they are known.**

Annual Information Due from Charter Schools	Office Responsible for Collecting	Deadlines (no later than)											
		July	August	September	October	November	December	January	February	March	April	May	June
<p>* If due date falls on a weekend or holiday, submission is due on the next charter school business day.</p> <p>** Please submit ONLY to the person/s listed in the "Office Responsible for Collecting" column and cc individuals as noted.</p> <p>Audit Corrective Action Plan Items: (Only Charters with Deficiencies)  <b>(Independent only)</b></p> <ul style="list-style-type: none"> <li>- Proof of SCOE Submission</li> <li>- Minutes from Audit Report Board approval meeting</li> <li>- "Certification of Corrective Action Audit Findings and Recommendations" form</li> <li>- "Audit Certification-Financial Report Audit" form</li> <li>- CDE letter of notification for Corrective Action Plans for Audit Deficiencies (response due to CDE within 3 weeks from date of letter)</li> </ul> <p>SPSA: 2018-19 <b>(Dependent only)</b></p>	EZ/ KW (cc)									15			
ADA (P2) with original signatures <b>(Independent only)</b> (Note: This is in addition to and not in lieu of the monthly attendance reports that are submitted to SCUSD) Calendars and Bell Schedules: 2018-2019 <b>(All)</b> (Proposed: No longer needed if on APR)	CM/ JK (cc)									31			
Cash Flow Projections for 2018-19 <b>(Independent only)</b> Adopted 2018-19 Budget with Budget Assumptions <b>(Independent only)</b>	MC/ SR (cc)										15		
	JK											31	
	GC												30
	GC												30

CM – Cathy Morrison, LCAP/SPSA 643-9222 [Cathy-Morrison@scusd.edu](mailto:Cathy-Morrison@scusd.edu)  
 EZ – Erika Zavaleta, Business Services 643-9055 [Erika-Zavaleta@scusd.edu](mailto:Erika-Zavaleta@scusd.edu)  
 JK – Jack Kraemer, Charter Oversight 643-9079 [Jack-Kraemer@scusd.edu](mailto:Jack-Kraemer@scusd.edu)  
 KW – Karen Wiker, Internal Audit 643-7975 [WikerK@scusd.edu](mailto:WikerK@scusd.edu)  
 MC – Merilee Carrasco, Budget Svcs. 643-7869 [CarrascM@scusd.edu](mailto:CarrascM@scusd.edu)  
 GC – Gloria Chung, Budget Svcs. 643-7870 [Gloria@scusd.edu](mailto:Gloria@scusd.edu)  
 SR – Stella Reyes, Budget Svcs. 643-7867 [Stella-Reyes@scusd.edu](mailto:Stella-Reyes@scusd.edu)



**Calendar of Annual Charter Due Dates: 2017-18\_r1**  
**Deadlines subject to change as needs arise. Changes will be communicated as soon as they are known.**

Annual Information Due from Charter Schools  (Below information is only for schools submitting Prop 39 requests)	Office Responsible for Collecting	Deadlines (no later than)											
		July	August	September	October	November	December	January	February	March	April	May	June
Proposition 39 Facility Request for 2017-18 expirations <b>(Independent only)</b> - Charter school's written request for facilities for 2017-18	JK					1							
Proposition 39 Facility Request for 2017-18 expirations <b>(Independent only)</b> - District's initial response to Nov. 1st facilities request	JK						1						
Proposition 39 Facility Request for 2017-18 expirations <b>(Independent only)</b> - Charter school provides further information in response to District's December 1 <sup>st</sup> initial response	JK							2					
Proposition 39 Facility Request for 2017-18 expirations <b>(Independent only)</b> - District's preliminary offer/response to Charter school's written request	JK								1				
Proposition 39 Facility Request for 2017-18 expirations <b>(Independent only)</b> - Charter school's response to District's preliminary offer/response *or 30 days after receipt of District's offer (whichever is earliest)	JK									1	*		
Proposition 39 Facility Request for 2017-18 expirations <b>(Independent only)</b> - District's final offer/response to Charter school's written response to District	JK										1		
Proposition 39 Facility Request for 2017-18 expirations <b>(Independent only)</b> - Charter school's response to District's final offer/response	JK											1	

CM – Cathy Morrison, LCAP/SPSA 643-9222 [Cathy-Morrison@scusd.edu](mailto:Cathy-Morrison@scusd.edu) KW – Karen Wiker, Internal Audit 643-7975 [WikerK@scusd.edu](mailto:WikerK@scusd.edu)  
 EZ – Erika Zavaleta, Business Services 643-9055 [Erika-Zavaleta@scusd.edu](mailto:Erika-Zavaleta@scusd.edu) MC – Merilee Carrasco, Budget Svcs. 643-7869 [CarrascM@scusd.edu](mailto:CarrascM@scusd.edu)  
 JK – Jack Kraemer, Charter Oversight 643-9079 [Jack-Kraemer@scusd.edu](mailto:Jack-Kraemer@scusd.edu) GC – Gloria Chung, Budget Svcs. 643-7870 [Gloria@scusd.edu](mailto:Gloria@scusd.edu)  
 SR – Stella Reyes, Budget Svcs. 643-7867 [Stella-Reyes@scusd.edu](mailto:Stella-Reyes@scusd.edu)



**Calendar of Annual Charter Due Dates: 2017-18\_r1**  
**Deadlines subject to change as needs arise. Changes will be communicated as soon as they are known.**

Annual Information Due from SCUSD	Office Responsible for Providing	Deadlines (no later than)											
		July	August	September	October	November	December	January	February	March	April	May	June
- Annual Performance Report (APR) Written Response for 2016-17 school year	JK							15					
- Annual Performance Report (APR) template for 2017-18 school year	JK											15	
- Statement of Actual Costs for 2017-18													
- Letter of Intent (LOI) for 2018-19	EZ											15	

CM – Cathy Morrison, LCAP/SPSA 643-9222

[Cathy-Morrison@scusd.edu](mailto:Cathy-Morrison@scusd.edu)

EZ – Erika Zavaleta, Business Services 643-9055

[Erika-Zavaleta@scusd.edu](mailto:Erika-Zavaleta@scusd.edu)

JK – Jack Kraemer, Charter Oversight 643-9079

[Jack-Kraemer@scusd.edu](mailto:Jack-Kraemer@scusd.edu)

KW – Karen Wiker, Internal Audit 643-7975

[WikerK@scusd.edu](mailto:WikerK@scusd.edu)

MC – Merilee Carrasco, Budget Svcs. 643-7869

[CarrascM@scusd.edu](mailto:CarrascM@scusd.edu)

GC – Gloria Chung, Budget Svcs. 643-7870

[Gloria@scusd.edu](mailto:Gloria@scusd.edu)

SR – Stella Reyes, Budget Svcs. 643-7867

[Stella-Reyes@scusd.edu](mailto:Stella-Reyes@scusd.edu)

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

**Sacramento Academic and Vocational Academy-SCUSD**

This Memorandum of Understanding ("Agreement") is entered into as of July 1, 2018, ("Effective Date"), by and between the Board of Trustees of the Sacramento City Unified School District ("District") and Gateway Community Charters ("Non-Profit"), a California non-profit public benefit corporation, operating Sacramento Academic and Vocational Academy-SCUSD ("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 November 2, 2017 for a term of five years, beginning on July 1, 2018 and expiring June 30, 2023.
- 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 has obtained membership as an independent LEA in the El Dorado County Office of Education SELPA



("SELPA"). The Charter School has provided the District with verifiable written assurances that they have been accepted to participate as an LEA in the SELPA.

- 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, 2023. 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 July 1, 2018, 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 Department  
5735 47th Avenue  
Sacramento, CA 95824  
Facsimile: (916) 399 - 2058

To Non-Profit and Charter School at:

Gateway Community Charters  
Attn: Dr. Cindy Petersen  
5112 Arnold Avenue, Suite A  
McClellan, CA 95652  
Facsimile: (916) 993-4114



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: 1/8/18

Cindy L. Petersen  
Cindy Petersen  
Superintendent/CEO  
Gateway Community Charters

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

\_\_\_\_\_  
Jorge Aguilar  
Superintendent  
Sacramento City Unified School District



## SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.1d

**Meeting Date:** January 18, 2018

**Subject:** Approve Mandatory Reporting to the Sacramento County Office of Education – Uniform Complaints Regarding the Williams Settlement Processed for the Period of October 2017 through December 2017

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

**Division:** Human Resource Services

**Recommendation:** Approve Mandatory Reporting to the Sacramento County Office of Education – Uniform Complaints Regarding the Williams Settlement Processed for the Period of October 2017 through December 2017.

**Background/Rationale:** The Williams Settlement Case and Education Code §35186 states that persons may now use the uniform complaint process to file complaints regarding deficiencies in instructional materials, facility problems, and teacher vacancy or mis-assignment. The District is required to report on these complaints to the Superintendent of the Sacramento County Office of Education. The report must contain the number of complaints by general subject area and the number of resolved and unresolved complaints.

**Financial Considerations:** None

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

**Documents Attached:**

1. Complaint Report – Attachment A-1

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

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

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

Sacramento City Unified School District  
Complaint Report  
Submitted to the Superintendent  
Sacramento County Office of Education  
Pursuant to Education Code 35186

**October through December, 2017**

<b>Number of Complaints</b>	<b>Instructional Material</b>	<b>Facilities</b>	<b>Teacher Vacancy and Misassignment</b>	<b>CAHSEE</b>	<b>Resolved</b>	<b>Unresolved</b>
0	0	0	0	0	0	0
<b>Total: 0</b>						



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.1e

**Meeting Date:** January 18, 2018

**Subject:** Approve Annual Adjustment to Bid Threshold per Public Contract Code §20111

- ☐ 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:** Approval of annual adjustment to the bid threshold per Public Contract Code §20111 from \$88,300 to \$90,200.

**Background/Rationale:** Public Contract Code §20111 (d) requires the State Superintendent of Public Instruction to annually adjust the bid threshold amounts on contracts awarded by school districts to reflect the percentage change in the annual average value of the Implicit Price Deflator for State and Local Government Purchases of Goods and Services. Types of contracts subject to the bid threshold include:

1. Purchase of equipment, materials, or supplies to be furnished, sold, or leased to the district.
2. Services, except construction.
3. Repairs, including maintenance.

Effective January 1, 2018 the bid threshold in Public Contract Code §20111(a) is increased to \$90,200.

**Financial Considerations:** None

**LCAP Goals(s):** Operational Excellence

**Documents Attached:**

1. Limits for the Procurement of Goods and Services

**Estimated Time:** N/A

**Submitted by:** Gerardo Castillo, Chief Business Officer  
Jessica Sulli, Contract Specialist

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

# Sacramento City Unified School District

## Limits for the Procurement of Goods and Services

	MULTIPLE SUPPLIERS		PUBLIC CONSTRUCTION PROJECTS
	GOODS	SERVICE	
Requisition Quote	\$250 - \$7,499	\$250 - \$7,499	\$0 – \$7,499
(2) Phone/Fax Quotes	\$7,500 - \$19,999	\$7,500 - \$19,999	\$7,500 - \$19,999
(3) Written Quotes	\$20,000 – \$88,299	\$20,000 – 88,299	\$20,000 – \$45,000
Informal Bidding Public Works (PCC20112)*	-	-	\$45,001- \$175,000
Formal Bidding Labor (PCC20112)*	-	\$90,200	-
Formal Bidding Material & Supplies (PCC20112) & Public Works (PCC22032)*	\$90,200	-	>\$175,000
Limited Specialty Suppliers	None Required	None Required	

Specialty Suppliers	Goods	Service	Public Works
<ul style="list-style-type: none"> <li>Perishable Foods</li> <li>Textbooks</li> <li>Specific Curriculum</li> <li>Single Source</li> <li>Utilities</li> <li>Sanitation</li> </ul>	<ul style="list-style-type: none"> <li>Arts &amp; Craft Supplies</li> <li>Computer Equipment/Supplies</li> <li>Classroom Supplies</li> <li>Office Equip/ Supplies</li> <li>Custodial Equipment/ Supplies</li> <li>Sports Equipment</li> <li>Furniture</li> <li>Vehicles</li> </ul>	<ul style="list-style-type: none"> <li>Refrigeration Repair</li> <li>Routine/Recurring Work</li> <li>Vehicle Repair</li> <li>Minor repainting</li> <li>Landscape Maint.</li> <li>Equipment Maint.</li> </ul>	<ul style="list-style-type: none"> <li>Construction</li> <li>Reconstruction</li> <li>Alteration</li> <li>Renovation</li> <li>Improvement</li> <li>Demolition</li> <li>Repair Work</li> <li>Roofing</li> <li>Painting</li> <li>Electrical</li> </ul>

\* Contracts require Board of Education approval prior to start of work.



## SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.1f

**Meeting Date:** January 18, 2018

**Subject:** Approve Rosemont High School Field Trip to Las Vegas, Nevada  
February 2-6, 2018

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

**Division:** Deputy Superintendent

**Recommendation:** Approve Rosemont High School Field Trip to Las Vegas, Nevada from February 2, 2018 to February 6, 2018.

**Background/Rationale:** On February 2, 2018 a group of 12 students, 1 teacher chaperone, 1 staff chaperone, and 2 parent chaperones from Rosemont High School will travel via private vehicle to Las Vegas, Nevada to participate in a debate competition at the University of Nevada, Las Vegas.

**Financial Considerations:** No cost to the district.

**LCAP Goal(s):** College and Career Ready Students

**Documents Attached:**

1. Out of State Field Trip Documents

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

**Submitted by:** Lisa Allen, Deputy Superintendent

Chad Sweitzer, Area Assistant Superintendent

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

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

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

School Name Rosemont High School Date Feb. / 2-6 / 2018  
 Teacher's Name Stephen Goldberg Room # \_\_\_\_\_ Telephone # 916-712-0782  
 Fax # \_\_\_\_\_

Field Trip Destination University of Nevada @ Las Vegas

☐ Local-50 mile radius (bus/walking) ☐ Local-50 mile radius (driver led trips) ☐ Out-of-Town (Beyond 50 mile radius)  
 (forward directly to Field Trip Office)

☒ Overnight ☒ Out-of-State/Country ☐ Involving Swimming or Wading ☐ Unusual Activities

Route 99S to 58E to I-15 N (see attached route and map)

Educational nature of field trip/excursion Debate Tournament

Depart Date 2 / 2 / 18 Time 12:00 am/pm am Text \_\_\_\_\_ Return Date 2 / 6 / 18 Time 4:30 am/pm pm

TRANSPORTATION will be provided by: ☐ Walking ☐ School Bus - contact Transportation Field Trip Office  
☐ Charter Bus Company (certified): ☐ Yes ☐ No - Check with Field Trip Office  
☒ Private Vehicle/Parent Driver/Faculty Driver - Complete Volunteer Personal Automobile Use Form for each vehicle and driver, must have fingerprint clearance (check with Human Resources for fingerprint clearances)  
☐ Public Transportation ☐ Train ☐ Commercial Airline ☐ Other: \_\_\_\_\_

Funding Source SUDL/Famliy Contribution Financial Assistance Available? ☐ Yes ☒ No

Number of students participating: 12

Adult Chaperones/Drivers:

		DRIVER				DRIVER	
1)	<u>Mark Hernandez</u>	<input type="checkbox"/> yes	<input type="checkbox"/> no	2)	<u>Holly Renn</u>	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no
3)	<u>Larina Falcona</u>	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	4)	_____	<input type="checkbox"/> yes	<input type="checkbox"/> no

Teachers and Staff Attending:

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

Principal Approval \_\_\_\_\_ Date 12/14/17

Risk Management Approval (Unusual Activities) \_\_\_\_\_ Date 12/10/17

Segment Administrator Approval \_\_\_\_\_ Date 12/15/17

Distribution: Refer to the Field Trip Information Form RSK 106F for the forms and distribution required for each trip:

1. Local Trip (school or charter bus): (50-mile radius) - Submit to Principal for approval. Maintain all documents at site and forward a copy to Segment Administrator.
2. Local Trip: (50-mile radius: driver led, walking trip) - Submit driver led trips to Principal for approval then forward to Segment Administrator for approval 6 weeks prior to trip. Submit walking trips to Principal for approval then forward to Segment Administrator for approval 2 weeks prior to trip.
3. Out-of-Town: (beyond 50-mile radius) - Submit to Principal for approval then forward to Segment Administrator for approval 6 weeks prior to trip.
4. Overnight Trip: Submit to Principal for approval then forward to Segment Administrator for approval 6 weeks prior to trip.
5. Trip Involving Swimming or Wading: Submit to Principal for approval then forward to Segment Administrator for approval 6 weeks prior to trip.
6. Trip Involving Unusual Activities (Water sports or high risk activities such as rafting, snorkeling, rock climbing, skiing, etc.) - Submit to Principal for approval then forward to Segment Administrator for approval 6 weeks prior to trip. This may require Special Event Liability Insurance.
7. Out-of-State/Country: Submit to Principal for approval then forward to Segment Administrator for approval 6 weeks prior to trip. Must have Superintendent, Board of Education and Risk Management approval prior to trip. Segment Administrator will place field trip item on Board Agenda. Trips not submitted to Segment Administrator 6 weeks prior to trip will be considered automatically rejected by the Board of Education.
8. Approved forms will be returned by Segment Administrator. Maintain a copy of all forms at site for 2 years.

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

School Name Rosemont High School Date 2 / 2-6 / 2018  
Teacher's Name Stephen Goldberg Room # \_\_\_\_\_ Telephone # 916-712-0782  
Field Trip Destination Univeristy of Nevada @ Las Vegas  
Reason for travel Debate Tournament

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

Signed \_\_\_\_\_

Teacher

**Approvals:**

Elyse Vigil 12/12/17  
Principal Date

[Signature] 12/18/17  
Risk Management Dept. Date

[Signature] 12/15/17  
Segment Administrator Date

[Signature] 12/19/17  
Superintendent Date

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



# TRAVEL REQUEST FORM (ACC-F014)

Sacramento City Unified School District

**Instructions:** This form must be completed and received in Accounts Payable at least **30 days** prior to the proposed trip- **60 days** if out-of-state.

REQ # \_\_\_\_\_

## Request to Attend:

☒ Conference/Workshop

☒ Business Meeting

## Purpose for Attending:

☒ Professional Development

☐ Continued Education Credits Earned

School/Department Rosemont High

Date \_\_\_\_\_

Date(s) of Event 2/2-2/5 2018

Location Las Vegas, NV

Event Title (attach brochure) University of Nevada, Las Vegas Golden Desert Debate Invitational

Purpose\* Debate Tournament

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

How does this travel align with the District's strategic plan? Development of extra curricular programming.

How will this activity/event be used and shared? Competition in policy debate.

Name of Attendee(s)  
(attach sheet for additional attendees)

Position

Substitute  
(Y/N)\* \* No. of Days  
Required

Budget Code  
(for substitute)

Mark A. Hernandez Sr.

Executive Director of SUDL

No

Stephen Goldberg

Teacher

No

No

No

No

☐ Additional Attendees Attached

**\*\*IF A SUBSTITUTE IS NEEDED, SEND A COPY OF THIS FORM TO PERSONNEL, BOX 770**

## Approvals:

Principal/Department Head Signature & Print Name

12/15/17

Date

Cabinet Level or Designee Signature

12/15/17

Date

Chief Business Officer Signature

12/18/17

Date

Superintendent or Designee Signature

12/19/17

Date

District cost for all attendees (estimate)

Registration Fee \*\*\* 0

Meals included? ☐

B ☐

L ☐

D ☐

Lodging \_\_\_\_\_

Transportation \_\_\_\_\_

Meals \_\_\_\_\_

Other \_\_\_\_\_

TOTAL

☐ Categorical

Budget Code(s): n/a

☐ General Fund/Unrestricted

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

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

Requisition # \_\_\_\_\_

Dollar Amount \_\_\_\_\_

Registration Fee \_\_\_\_\_

Hotel \_\_\_\_\_

Airfare \*\*\*\*

Car Rental \*\*\*\*

\*\*\*\* If airfare or car rental is requested, send a copy of this form to Purchasing, Box 830



## SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.1g

**Meeting Date:** January 18, 2018

**Subject:** Approve Staff Recommendations for Expulsion #10, 2017-18 and #11, 2017-18

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

**Division:** Student Hearing and Placement Department

**Recommendation:** Approve staff recommendation for Expulsion #10& 11 (2017-2018)

**Background/Rationale:** None

**Financial Considerations:** None

**LCAP Goal(s):** College and Career Ready Students

**Documents Attached:**

1. None

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

**Submitted by:** Doug Huscher, Assistant Superintendent of Student Support Services

Stephan Brown, Director II

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



# ACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.1h

**Meeting Date:** January 18, 2018

**Subject:** Approve Business and Financial Report: Warrants, Checks and Electronic Transfers Issued for the period of November 2017

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

**Division:** Business Services

**Recommendation:** Approve attached list of warrants and checks.

**Background/Rationale:** The detailed list of warrants, checks and electronic transfers issued for the period of November 2017 are available for the Board members upon request.

**Financial Considerations:** Normal business items that reflect payments from district funds.

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

**Documents Attached:**

1. Warrants, Checks and Electronic Transfers – November 2017

**Estimated Time:** N/A

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

Amari Watkins, Director, Accounting Services

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

Sacramento City Unified School District  
Warrants, Checks, and Electronic Transfers  
November 2017

<u>Account</u>	<u>Document Numbers</u>	<u>Fund</u>	<u>Amount by Fund</u>	<u>Total by Account</u>
County Accounts Payable Warrants for Operating Expenses	97-350814 - 97-351986	General (01)	\$ 9,770,597.56	
		Charter (09)	\$ 267,139.44	
		Adult Education (11)	\$ 61,017.99	
		Child Development (12)	\$ 36,278.34	
		Cafeteria (13)	\$ 1,237,268.09	
		Deferred Maintenance (14)	\$ 47,608.63	
		Building (21)	\$ 4,845,138.10	
		Developer Fees (25)	\$ 44,538.95	
		Mello Roos Capital Proj (49)	\$ 139,817.72	
		Self Insurance (67/68)	\$ 2,976,687.70	
		Payroll Revolving (76)	\$ 443,388.99	
			<u>\$ 19,869,481.51</u>	
Alternate Cash Revolving Checks for Emergency Accounts Payable and Payroll	00001556 - 00001587	General (01)	\$ 9,300.00	
		Self Insurance (67/68)	\$ 673.15	
		Payroll Revolving (76)	\$ 40,267.83	
				<u>\$ 50,240.98</u>
Payroll and Payroll Vendor Warrants	97818517 - 97819891	General (01)	\$ 1,208,407.08	
		Charter (09)	\$ 49,568.33	
		Adult Education (11)	\$ 6,167.90	
		Child Development (12)	\$ 103,541.41	
		Cafeteria (13)	\$ 120,480.28	
		Payroll Revolving (76)	\$ 2,631,467.88	
				<u>\$ 4,119,632.88</u>
Payroll ACH Direct Deposit	ACH-01089953 - ACH-01097905	General (01)	\$ 14,788,237.34	
		Charter (09)	\$ 505,111.77	
		Adult Education (11)	\$ 215,819.08	
		Child Development (12)	\$ 714,990.70	
		Cafeteria (13)	\$ 383,284.13	
		Building (21)	\$ 41,435.06	
		Self Insurance (67/68)	\$ 15,182.54	
		Payroll Revolving (76)	\$ 29,271.10	
				<u>\$ 16,693,331.72</u>
County Wire Transfers for Benefits, Debt Service, and Tax Payments	9700348669 - 9700348686	General (01)	\$ 120,826.46	
		Payroll Revolving (76)	\$ 15,938,285.96	
				<u>\$ 16,059,112.42</u>
Cafeteria Daily Sales Transfer to County Account	FS-029620	Cafeteria (13)	\$ 41,695.00	
				<u>\$ 41,695.00</u>
Total Warrants, Checks, and Electronic Transfers				<u>\$ 56,833,494.51</u>



## SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.1i

**Meeting Date:** January 18, 2018

**Subject:** Approve Certification of Dashboard Alternative School Status for John Morse Therapeutic Center

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

**Division:** Academic Office

**Recommendation:** Approve John Morse Therapeutic Center for Dashboard Alternative School Status.

**Background/Rationale:** California Education Code (EC) Section 52052(g) requires the development of an alternative accountability system for schools serving high-risk pupils, including continuation high schools and opportunity schools. The State Board of Education has developed the Dashboard Alternative School Status (DASS) program for alternative schools. The DASS program replaces the Alternative Schools Accountability Model and will be incorporated in the Dashboard beginning in the Fall 2018 release.

While John Morse Therapeutic Center did not automatically meet the state's criteria for an alternative school, upon submission of student data and certification of that data by the governing board, the school can be included in the DASS program.

**Financial Considerations:** None

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

**Documents Attached:**

1. Executive Summary
2. John Morse Therapeutic Center Dashboard Alternative School Status Summary

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

**Submitted by:** Vincent Harris, Chief Continuous Improvement and Accountability Officer  
Iris Taylor, Chief Academic Officer

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

# Board of Education Executive Summary

## Academic Office

Approve Certification of Dashboard Alternative School Status  
for John Morse Therapeutic Center

January 18, 2018



### I. OVERVIEW / HISTORY

In 2013, California's accountability system significantly changed with the adoption of the Local Control Funding Formula (LCFF). This new accountability system, the California School Dashboard (Dashboard), contains state indicators and standards to help identify a school's strengths, weaknesses, and areas in need of improvement. Because these state indicators and standards were developed for traditional (non-alternative) schools, they do not fairly evaluate the success or progress of alternative schools that serve high-risk students.

### II. DRIVING GOVERNANCE

California Education Code (EC) Section 52052(g) requires the development of an alternative accountability system for schools serving high-risk pupils, including continuation high schools and opportunity schools.

At the July 12, 2017 State Board of Education (SBE) meeting, the SBE approved the CDE's development of the Dashboard Alternative School Status (DASS) program for alternative schools. The DASS program replaces the Alternative Schools Accountability Model and will be incorporated in the Dashboard beginning in the Fall 2018 release.

John Morse Therapeutic Center did not automatically meet the state's definition of an alternative school because Emotionally Disturbed (ED) students are now excluded from the [criteria](#). After submission of student data that verifies 70% of the population meets that criteria, and certification by the governing board, the school can be included in the DASS program.

### III. BUDGET

Not applicable.

### IV. GOALS, OBJECTIVES, AND MEASURES

Part 1 of the DASS application required that John Morse Therapeutic Center meet the terms of Dashboard Alternative School Status participation, as noted on the CDE webpage:

<https://www.cde.ca.gov/ta/ac/eligibilitycriteria.asp>

# Board of Education Executive Summary

## Academic Office

Approve Certification of Dashboard Alternative School Status  
for John Morse Therapeutic Center

January 18, 2018



All DASS participants must maintain documentation of the student data reflected on Part 1 of their DASS Participation Form (attached). The CDE will conduct annual reviews and failure to provide such documentation may result in termination of the school's DASS.

John Morse Therapeutic Center will be required to re-certify their high-risk student enrollments every three years. If the school fails to re-certify its high-risk student enrollment or the school's enrollment of high-risk students falls below 70 percent, the school will be removed from DASS.

Part 2 of the DASS application is Board certification.

### **V. MAJOR INITIATIVES**

The Dashboard builds on the foundations of LCFF, state priorities and implementation of new student academic standards and assessments. The DASS model applies a modified method of measurement for accountability indicators that will be incorporated in the Dashboard beginning with the Fall 2018 release.

### **VI. RESULTS**

With Board certification of the DASS application, performance ratings for John Morse Therapeutic Center will not be included in the Fall 2017 Dashboard release, but will be included in the Dashboard as a DASS school in Fall 2018.

### **VII. LESSONS LEARNED / NEXT STEPS**

- Following Board certification, John Morse Therapeutic Center will submit Part II of the DASS application including the Board agenda, approved minutes, and Superintendent/Board authorization to the California Department of Education's DASS team within the Academic Accountability Unit.



**Dashboard Alternative School Status (DASS)  
Alternative School of Choice and  
Charter School Application**

CDE Use Only
Date Reviewed
Date Approved
Date Denied
Reviewer

**This Application Covers a Three-Year Period**

**School Type** (*check one*):    ☒ Alternative School of Choice                      ☐ Charter School

**School Information**

34-67439-0113209

County-District-School (CDS) Code

John Morse Therapeutic Center

School Name

Sacramento

County Name

Sacramento City Unified School  
District

District Name

**DASS Coordinator**

Cathy Morrison

Coordinator's Name

916 643-9222

Area Code and Phone Number

LCAP / SPSA Coordinator

Title

[cathy-morrison@scusd.edu](mailto:cathy-morrison@scusd.edu)

E-mail Address

**Percent of Students Served**

**Note:** The percent of students served should be calculated based on unduplicated counts and status upon first entry to the school. Please count each student once and only in one category.

Expelled (*Education Code* [EC] Section 48925[b] including situations in which enforcement of the expulsion order was suspended (*EC* 48917)) 0%

Suspended (*EC* Section 48925[d]) more than 10 days in a school year 33%

Wards of the Court (WIC Section 601 or 602) or dependents of the court (WIC Section 300 or 654) 0%

Pregnant and/or Parenting 0%

## Dashboard Alternative School Status (DASS) Alternative School of Choice and Charter School Application

Recovered Dropouts – State Board of Education (SBE) define recovered dropouts based on <i>EC</i> Section 52052.3(b) as students who: (1) are designated as dropouts pursuant to the exit and withdraw codes in the California Longitudinal Pupil Achievement Data System (CALPADS), or (2) left school and were not enrolled in a school for a period of 180 days.	0%
Habitually Truant ( <i>EC</i> Section 48262) or Habitually Insubordinate and Disorderly whose attendance at the school is directed by a school attendance review board or probation officer ( <i>EC</i> Section 48263)	28%
Retained more than once in kindergarten through grade eight	0%
Students who are credit deficient (i.e., students who are one semester or more behind in the credits required to graduate on-time, per grade level, from the enrolling school's credit requirements)	0%
Students with a gap in enrollment (i.e., students who have not been in any school during the 45 days prior to enrollment in the current school, where the 45 days does not include non-instructional days such as summer break, holiday break, off-track, and other days when a school is closed)	0%
Students with high level transiency (i.e., students who have been enrolled in more than two schools during the past academic year or have changed secondary schools more than two times since entering high school)	0%
Foster Youth ( <i>EC</i> Section 42238.01[b])	7%
Homeless Youth	2%
Emotionally disturbed students (34 California Federal Regulations Section 300.8[c][4])	99%
<b>Total Percent</b>	<b>70%</b>

### Signatures of Certification

Stephanie Shaughnessy

School Principal's Name

Signature and Date Certified

Jorge A. Aguilar

Superintendent's or  
Charter School Administrator's Name

Signature and Date Certified

Jessie Ryan

Board President's Name

Signature and Date Certified

Dashboard Alternative School Status (DASS)

**Alternative School of Choice and  
Charter School Application**

The undersigned, hereby certify that the above percentages of high-risk students stated on this DASS application are true and correct.



## SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item: 10.1j

**Meeting Date:** January 18, 2018

**Subject:** Approve Resolution No. 2978: Resolution Regarding Central Kitchen Project, Transportation Facility and Career Technical Education Program Exemption from Local Zoning & Building Ordinances

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

**Division:** Facilities Support Services

**Recommendation:** Adopt Resolution No.2978 - Central Kitchen Project, Transportation Facility and Career Technical Education Program Exemption from Local Zoning and Building Ordinances.

**Background/Rationale:** Zoning exemption requirement to allow SCUSD Board to be the Lead Agency for the California Environmental Quality Act (CEQA) process and to render inapplicable planning and building ordinances of the City of Sacramento, to the extent permitted by law.

**Financial Considerations:** None

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

**Documents Attached:**

1. Resolution No. 2978

**Estimated Time of Presentation:** 10 minutes

**Submitted by:** Jorge A. Aguilar, Superintendent  
Cathy Allen, Chief Operations Officer  
Facilities Support Services

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

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

**RESOLUTION NO. 2978**

**RESOLUTION RE CENTRAL KITCHEN PROJECT,  
TRANSPORTATION FACILITY AND CAREER TECHNICAL EDUCATION PROGRAM  
EXEMPTION FROM LOCAL ZONING & BUILDING ORDINANCES**

**WHEREAS**, the Board of Education has previously authorized District staff to plan and develop the Central Kitchen Project, a state-of-the-art Transportation Facility, and a related Career Technical Education Program for its students, more particularly described in Attachment A (collectively, the “Projects”); and

**WHEREAS**, the District has engaged the services of HMC Architects and other consultants for the planning and design stage of the Projects; and

**WHEREAS**, the Division of the State Architect (“DSA”) will also be reviewing certain aspects of the Projects; and

**WHEREAS**, the planning and design, with related training uses and facilities, of the Projects will necessitate unique and special development requirements by the Sacramento City Unified School District for the Projects; and

**WHEREAS**, Government Code section 53094(b) permits the Board of Education, by a two-thirds vote, to render local zoning and building ordinances inapplicable to the Projects on property owned by the District, located at 3101 Redding Avenue and 7050 San Joaquin Street.

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

1. Adopts the foregoing recitals as true and correct;
2. Renders inapplicable the planning and building ordinances of the City of Sacramento, to the extent permitted by law, including Title 17 (Planning and Development Code); and
3. Directs that notice be given to the Community Development Department of the City of Sacramento.

**PASSED AND ADOPTED** by the Sacramento City Unified School District Board of Education on this 18th day of January, 2018, by the following vote:

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

---

Jessie Ryan  
President of the Board of Education

ATTESTED TO:

---

Jorge A. Aguilar  
Secretary of the Board of Education

## **ATTACHMENT A**

The Sacramento City Unified School District's Central Kitchen will be a very unique and multi-productive facility. The building will serve as an academic and instructional kitchen as well as a production space. Its design also facilitates a full production kitchen that will produce over 55,000 meals per day at peak production. The District's Culinary Arts Program is designed to prepare students for college and the workplace through the study of Culinary Arts, Environmental Science and Urban Agriculture. The facility will allow enrolled students a place to learn from industry experts and experience an actual production commissary kitchen. Utilizing the training and production areas of the Central Kitchen, students will receive hands-on experience with menu development, event planning and catering and a variety of food service operations.

The Sacramento City Unified School District's Transportation Facility will be a state-of-the-art facility to include an administration and operations building with adjoining fleet maintenance and repair area, bus wash and maintenance support facilities, training facilities and parking. In addition to providing a much needed facility to address the operational needs of a 130+ bus fleet, the training facility will also offer opportunity for students enrolled in an automotive repair Career Tech Pathway by providing training in areas that focus on the major aspects of large engine repair and performance, electrical and electronic systems, brakes, suspension and steering, heating and air conditioning and automatic and manual transmissions and drive train.



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.1k

**Meeting Date:** January 18, 2018

**Subject:** Approve Minutes of the December 7, 2017 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 December 7, 2017, Board of Education Meeting.

**Background/Rationale:** None

**Financial Considerations:** None

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

**Documents Attached:**

1. Minutes of the December 7, 2017, Board of Education Regular Meeting

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

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

**Approved by:** N/A



Putting  
Children  
First

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

## Board of Education Members

Jessie Ryan, President, (Trustee Area 7)  
Darrel Woo, Vice President, (Trustee Area 6)  
Michael Minnick, Second Vice President (Trustee Area 4)  
Jay Hansen, (Trustee Area 1)  
Ellen Cochrane, (Trustee Area 2)  
Christina Pritchett, (Trustee Area 3)  
Mai Vang, (Trustee Area 5)  
Sarah Nguyen, Student Member

Thursday, December 7, 2017

**4:30 p.m. Closed Session**

**6:00 p.m. Open Session**

## Serna Center

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

# Minutes

**2017/18-10**

*Allotted Time*

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

Meeting called to order at 4:32 p.m.

Present:

President Hansen  
Vice President Ryan  
2<sup>nd</sup> Vice President Woo  
Member Cochrane  
Member Minnick  
Member Vang  
Member Pritchett

No members were absent.

A quorum was reached.

## **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) Existing litigation pursuant to subdivision (a) of Government Code section 54956.9: Amcal Sacramento, LLC v. SCUSD Sac. Sup. Ct. No. 34-2017-002130561

b) Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9: one (1) potential case



- c) *Initiation of litigation pursuant to subdivision (d)(4) of Government Code section 54956.9: two (2) potential cases*

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*

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

Meeting was called back to order at 6:15 p.m.

4.1 *Broadcast Statement (Student Member Nguyen)*

4.2 *The Pledge of Allegiance was led by C.K. McClatchy Lion's Girls' Golf Team.*  
• *Presentation of Certificate by President Hansen.*

4.3 *In Recognition of John Fleming (Ellen Cochrane)*  
*Member Cochrane honored Hiram Johnson's Assistant Principal, John Fleming, who passed away last week.*

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

#### **6.0 AGENDA ADOPTION**

#### **7.0 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.*

1. Ian Arnold
2. Karla Faucett
3. Ernest Lehr
4. Frank DeYoung
5. Marc Epstein
6. Jillian Winters
7. Sylvia Silva-Torres and Susan Gibson

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

8.1 *Graduation 4All Update (Vincent Harris and Iris Taylor)*

***Information***

Vincent Harris, Chief, Continuous Improvement and Accountability and Iris Taylor, Chief Academic Officer presented.

Public Comment:

No public comment.

Board Comment:

Member Pritchett wants to thank staff and Superintendent on hard work and really diving deep into this.

Requested for slide 10 of the PowerPoint to be sent out in bigger font. It is not legible on screen or paper. Would really like to know what the counselor's schedules are and how those are being caught by counselors. Wants to see path to make sure we are catching students falling behind.

Member Ryan appreciates ability to outline impetus for this work. Clearly we as a Board were outraged and dismayed when the California Department of Education released their data showing that graduation rates were up across the state and yet we were seeing decline in Sac City Unified. And it was affecting our most vulnerable students. We had seen this in over the course of two years. It really took a second year and a new Superintendent to act with a sense of urgency and a real plan for putting in place the targeted interventions to change these troubling trends. Appreciates the work, knows we are only beginning to scratch the surface and we have many pieces of policy that we will have to put in place moving forward.

This was an information item. No action was taken.

## 8.2 *Graduation Task Force Update (Vincent Harris and Iris Taylor)*

## ***Information***

Vincent Harris, Chief, Continuous Improvement and Accountability and Iris Taylor, Chief Academic Officer presented along with Dr. William Ellerbee and Paula Hanzel both retired from the District, volunteering to be part of the Graduation Task Force.

### Public Comment:

Malissia Bordeaux  
Liz Guillen  
Gretchen Viglione  
Darryl White  
Alex Visaya Jr.

### Board Comment:

Member Vang thanks each and every member of the Graduation Task Force for spending numerous nights with the District to develop all recommendations. Also thanks facilitators and district staff. Each individual that is part of the task force have a wealth of knowledge and experience that they bring to the table. As a Board member you learn the complexity of what it would take to actually improve graduation rates for our black and brown students, our EL, our foster youth and our student with disabilities. Knows there is a lot of work ahead, assessing and prioritizing, perhaps putting a cost on it. Wants to understand a bit deeper about the evaluation tool that was selected. Doesn't want any of the recommendations to fall to the sidelines.

Dr. Taylor responds about the evaluation tool. The evaluation tool is grounded in the national implementation science work, the multi-tier system of supports and implementation of evidence base practices. It's a way of looking at the recommendations that may help determine things like, what order do you begin to do these things on? If all the factors are there, this may be something that you start earlier. Others you may need to build, put some of the other things in place to help you implement. It's a way of doing a deeper analysis in a multitude of areas that the research says need to be in place for successful implementation.

Member Vang wants to make sure staff is staying in communication with the Task Force.

Vincent Harris responds with, he can affirm that 100%.

Member Minnick enjoys being a part of this group, to watch the many ideas bubble up. So much of our recommendations had to do with shifting the culture and the climate at our schools so that everyone wants to be there and be excited about learning. How are you looking at things that may not seem to have a cost on the surface but probably do?

Dr. Iris Taylor answers, actually some of the things are outlined. It's a time for people to come together and have conversations about whatever the topic may be, whether it's an academic or culture climate type of challenge. Recalls group saying there is already time built in, so using existing time will be a part of it. We have to look at is there more time needed. We can dollarize time. Also about some of the work spoken about in terms of the tools that help us see, does that time result in any sort of change. The monitoring tools, the data systems and analysis

of what has been the impact of that time. There are some things that are more difficult to dollarize, there's also some sense of scaling within that can happen and maybe things aren't as expensive as we think they might be. Vincent Harris responds, he agrees with Dr. Taylor's points 100%.

Member Ryan wants to echo the sentiments of Board members and thank our task force members for their significant time and energy that they dedicated to this work. As well as our staff, we are so appreciative of your efforts. Liz Guillen really identified that this should be aligned with LCAP as a strategic mechanism for making future investments. Even though we recommendations were scaled back somewhat, we do have 50 plus recommendations by each category. One suggestion that would be extremely helpful to us is we try to prioritize the investments we make and the work we move forward with would be to have a rubric to outline some of the high impact recommendations that are assessed to be low cost and a timeline for onboarding those first. Also a more detailed sense of a timeline for the high impact more costly recommendations and how we might be able to phase them in as we continue to make budgetary choices. Given the amount of time and energy that we've asked our task force members to commit to, would like some firmer language brought back to the Board around how we will be implementing some the assessments and recommendations that we prioritize in the coming months. So we can, in good faith, tell our Task Force Members here are the top ten recommendations we are moving on, here's the detail cost analysis, the number of students it's likely to impact and some projections around how this will close persistent achievement gaps.

Member Nguyen thank you for the members and staff that have put all their hard work into this. Has attended many meetings that have lasted very long, it's all been worth it. Is honored to serve on this Task Force as a student. Went to many students throughout the district and asked them what they thought. Their number one response was school climate. The importance of teacher/student relationships, mutual respect and accountability. Member Woo, thank you everybody for all your hard work. As the current chair of the budget committee, keenly aware of the potential cost for this. Curious as to how these recommendations as we build stakeholder engagement be interwoven with the plans that the LCAP committee will be undertaking moving forward as we prepare for the 2018-19 budget. Vincent Harris responds, we are going to be looking concurrently with the development of the recommendations and thinking through where things are already existing in the LCAP in broad sense.

Member Pritchett wants to thank group for their hard work and the staff for guiding us along this process. Looks forward to what's to come out of this. Wants to make sure the Board understands these recommendations were very thoughtful from each in the group.

President Hansen wants explained what it means by "unlikely to change adult practice."

Vincent Harris answers, the reality of it is you frame the question with a sense of to your point no one would disagree in terms of if you know better do better. That's a very fair point. There's an interesting nuance to it in terms of sometimes there's a debate about what's the best. We can speak to this is the best practice and there might be other practices that people have seen some success with but we can really prove with research based practices that this is the best and we think this is the best way to do that. That's one perspective.

President Hansen thinks opt in culture is something that's a default that a lot of organizations have. Likes moving in a direction of opt out culture that we require students and our staff to do the right then they could opt out if they have a good compelling reason.

Superintendent Aguilar wants to express sincere gratitude. Seems like just yesterday that we were at Hiram Johnson High School announcing the establishment at the press conference. Believes that it is important for us to put ourselves in a position as a district to hear the frustrations of our community and certainly this is an area where heard all too often. Cannot have students who have the greatest number of post-secondary choices without graduating so this is the first step in making sure that we can actualize our guiding principle that students will graduate with the greatest number of post-secondary choices from the widest array of options. Great framework for Superintendent and our Board of Education to enter the winter break with a good sense of what to look forward to as we begin to align our LCAP and SPSA and budgeting process.

This was an information item. No action was taken.

8.3 *Approve Annual Organizational Meeting of the Board of Education (Jay Hansen)*

**Action**

Election of Officers:

*The Board shall elect a President, Vice President, and Second Vice President*

Member Vang thanked President Hansen for his work as Board President and nominates Vice President Ryan for President, 2<sup>nd</sup> Vice President Woo for Vice President and Member Minnick for 2<sup>nd</sup> Vice President.

Jerry Behrens conducted a roll call vote.

Member Cochrane – Yes

Member Hansen – Yes

Member Pritchett – Yes

Member Ryan – Yes

Member Vang – Yes

Member Woo – Yes

Member Minnick – Yes

Board Unanimous

President Ryan thanks former President Hansen and Board. Announced the standing committees:

Facilities – Member Pritchett, Member Hansen and Member Cochrane

Budget – Member Hansen, 2<sup>nd</sup> Vice President Minnick, President Ryan

Policy – Member Vang, Vice President Woo, President Ryan

Evaluation – Member Cochrane, Member Vang, Vice President Woo

Dissolving Academic Committee.

8.4 *Approve AB 1200 Disclosure Cost and Approval of the Tentative Agreement with Bargaining Unit, Sacramento City Teachers' Association (SCTA) (Cancy McArn and Gerardo Castillo)*

**Action**

Cancy McArn, Chief Human Resources Officer; Gerardo Castillo, Chief Business Officer; Iris Taylor, Chief Academic Officer; Ted Appel, Assistant Superintendent, Labor Relations; Scott Holbrook, outside Legal Counsel and Cindy Nguyen, Director, Employee Relations presented.

Public Comment:

Dave Gordon

Cecile Nunley

Liz Guillen

Angie Sutherland

David Fisher

Grace Trujillo

Board Comments:

Member Pritchett wants to first thank staff and union reps that worked so hard to put this together. Also thanks Superintendent Gordon for coming here and telling us the realities. We are committed to make sure we do not have to do cuts. For transparency reasons, in Board packet there is only a cover page in regards to this agenda item. Please explain to the public why there was nothing behind it, supporting the documentation. Cancy McArn responds, on the table there are copies of the tentative agreements. She apologized for the lateness, given that some of the agreements were made earlier in the week. Member Pritchett asks if they are on our website. Cancy answers, they are not yet on our website. Member Pritchett wants to make sure these documents get on the website.

Member Hansen wants to thank the Special Ed advocates, the CAC. Excited that we will have a calendar committee with SCTA. The way that we are not going to have to make the cuts is to increase ADA and increase the number of students that we have in this district. we are a destination district and we are going to continue to

be one. Aligning our calendars is going to help.

President Ryan wants to thank the staff for the tireless time that they put into negotiating this contract.

Appreciates the willingness of partners to engage as well. In particular, the leadership of the Superintendent and Mayor Steinberg.

Vice President Woo wants to thank staff, labor partners, everybody involved and CAC members who relentlessly brought it before us that we need to amend Appendix D. Glad when looking at this contract, we started from the beginning. We have a whole new contract, not one with pieces here and there filled in. We have a contract from front to end that will serve as a model for future years.

Vice President Woo motion to approve provided that SCTA's membership ratifies the tentative agreement  
Member Pritchett 2<sup>nd</sup>

Board Unanimous

8.5 *Consider Resolution No. 2974 and 2975: Renewal Charter Petition for Sol Aureus College Preparatory (Jack Kraemer and Norm Hernandez)* **Action**

Jack Kraemer Director of Innovative Schools and Charter Oversight; Ed Sklar, outside Legal Counsel, Lozano Smith; along with Norm Hernandez, Director of Operations for Sol Aureus presented.

Public Comment:

Carlos Borriga

Board Comment:

2<sup>nd</sup> Vice President Minnick thank you Mr. Kraemer for your work. Thanks Mr. Hernandez for the opportunity to visit Sol Aureus and meet the students and staff. Appreciates what he saw, an amazing community of kids.

Vice President Woo, Sol Aureus College Prep is the intended goal of independent charters. Pleased to see there is an emphasis and a result in continued student achievement.

Vice President Woo motion to approve Resolution No. 2974 approval to renew Charter Petition for Sol Aureus College Preparatory.

President Ryan 2<sup>nd</sup>

1 Member Abstained

8.6 *Consider Resolution No. 2976 and 2977: Initial Charter Petition for Success Skills, Inc: NorCal Trade and Tech (Jack Kraemer and Mike Brunelle)* **Action**

Jack Kraemer Director of Innovative Schools and Charter Oversight; Ed Sklar, outside Legal Counsel, Lozano Smith; along with school representatives Mike Brunelle, Lead Petitioner; Jacob Walker of Effective Education Solutions; and Karl Yoder of Delta Managed Solutions presented.

Public Comment:

Ian Arnold

Erica Kashiri

Board Comments:

Member Pritchett has several questions. First wants to tell Jack how much she appreciates the time he takes with each of the Board members who have questions and appreciates the time he takes to really dig into these charters to make sure they are beneficial for our district and that he is protecting us. This isn't the typical K-12 charter, we are talking about adults. Can you please tell us the process when you are looking at an adult charter vs. a K-12? Jack responds, the process is very similar to the other initial petitions that we look at. We have all the same elements, what is missing is how to measure their academic proficiency. Member Pritchett continues, going through the findings there are some concerning things. Seems like most of the findings are administrative findings like words missing, or things out of place, is that a correct statement? Jack responds with, he will just clarify with his own words, one of the areas that you just can't correct through an MOU is we have high concern

regarding their projections for enrollment. In one portion of their petition they look for goal as an adult charter school its somewhere in the percentage of the 40's, yet when you look at their budget projections, they are looking at ADA projections in the 90%. Which is normal for most district schools and charter schools not certainly adults. Their revenue is going to be based on their actual ADA. So what is it, their goal of 40%, or is it the 90% in their budget. Member Pritchett asks Mr. Brunelle to respond to that. Mr. Yoder actually responds, the petition language stated 40%, we do offer services to about 40 charter schools around the state. One of their clients is another adult charter school authorized under the same statutory authority and they are approaching 90-92% ADA ratio. That's why they felt comfortable in the budget using that percentage. Mr. Walker also speaks, there's also one other part that is a little weird on that. Two different matrixes being used. The 90% as in with the other adult charter is of your daily enrollment, not your yearly enrollment. The 40% is for the yearly enrollment. Member Pritchett wants to talk about the premises on 24<sup>th</sup> and Florin being that was the only premises written into the charter. Has some concerns, wants to make sure we have a tight agreement so we are protecting our facilities budget. Mr. Brunelle responds they expect to have their own maintenance individuals on campus. Will be very self-contained and will not rely on the district for small issue they can resolve. As well, a lot of their students are parolees and probationers who have community service requirements. They will be able to utilize them for beautification projects. Cathy Allen is concerned with what are the district's responsibilities to get the site ready, for an adult school.

President Ryan knows one of the things that makes this application particularly attractive but then also challenging is that it is in the adult ed realm and that there are many questions about what our obligations are and what that looks like. The governor changed the adult ed structure about a year and a half ago and that last year alone he allocated about \$500 million dollars towards an adult education block grant. Is there an opportunity for us to perhaps delay this vote to gather more information. We need to understand what the fiscal implications are for the district should we have to convert the facilities. Moving forward we want to set this up for success.

2<sup>nd</sup> Vice President Minnick appreciates the idea of pushing this back. Has concerns about what we need to do to make sure this facility is usable for adult students. Might not be as easy as we think. If they are unable to make enrollment projections, what kind of fiscal impact does that have on us as a district if they are unable to meet those requirements? Because this is an adult program, what kind of overall fiscal impact as a program like this have on our district? We know what kind of impact a K-12 charter has, how is this different? Jack responds, regarding the liabilities of our district, we are in no way liable for the debts or obligations of a charter school.

Member Vang wants to set up the school for success and also asks to move this item. Asks Mr. Brunelle why seeking Sacramento for this school? Notes in the proposal truck driving would be offered and there are concerns about safety and noise in the neighborhood. Wants Mr. Brunelle to explain a little bit more about truck driving and how he would address the concerns. Mr. Brunelle responds to first question, started thinking about where they really wanted to operate. Southside of Sacramento is vastly unserved and they have an appropriate facility. To answer second question, at the facility on 24<sup>th</sup> and Florin would be the first phases of classroom learning. They would have a driving pad located elsewhere. Member Vang wants to comment that she knows there is a huge need for career and technical education in the south area. Supports the work being done.

Member Cochrane wants to say that our Superintendent is just in his first six months. Wants to give him the full opportunity to examine all of our offerings and refine and grow our public school system including adult education. The fiscal concerns are very real.

Vice President Woo thank you Mr. Brunelle, thank you NorCal. Thinks the goals of the application and project are all set. It is disappointing when he hears that the petitioners unlikely to successfully implement the proposed program due to five different identified areas. To suggest this could be accomplished by an MOU bothers him. This goes beyond what his colleagues have been speaking about. The goals might be all set but concerned about potential costs to the district. Suggests that NorCal will absorb the cost of converting 24<sup>th</sup> and Florin to a facility that is habitable for adult students.

Member Cochrane, feeling very uneasy about this. Initially wanted to move to the 18<sup>th</sup> but will move to approve resolution 2977 to deny this charter.

Member Vang motion to move item to next Board meeting. Wants to see analysis, needs more information.

Member Hansen also thinks it would be valuable to delay this to January 18<sup>th</sup> meeting. Very supportive of adult

education. There are legitimate questions and thinks a delay in the timeline would be beneficial. Lead Petitioner Mike Brunelle has the authority and agrees to postpone this matter to the January 18<sup>th</sup> Board meeting.

Member Vang motion to move item to January 18<sup>th</sup> Board meeting  
Member Pritchett 2<sup>nd</sup>  
6 member in favor  
1 member opposed

8.7 *Independent Audit Report for the Fiscal Year Ended June 30, 2017, Submitted by Crowe Horwath LLP (Gerardo Castillo)* **Information**

Gerardo Castillo Chief Business Officer introduced [REDACTED] CPA with over 20 years of experience of Crowe Horwath to present this item.

Public Comments:  
None

Board Comments:  
Vice President Woo, of all the years of reviewing, this the cleanest audit he has seen. Has to commend staff, we now have an internal audit staff. Thank you for such a clean audit.

This was an information item. No action was taken.

8.8 *Approve 2017-18 First Interim Financial Report (Gerardo Castillo)* **Action**

Gerardo Castillo, Chief Business Officer and Gloria Chung, Director, Budget Services presented.

Public Comment:  
Cecile Nunley

Board Comments:  
None

Member Hansen motion to approve  
Vice President Woo 2<sup>nd</sup>  
Board Unanimous

8.9 *Approve 2018-19 Budget Calendar (Gerardo Castillo)* **Action**

Gerardo Castillo, Chief Business Officer presented.

Public Comment:  
Cecile Nunley

Board Comments:  
2<sup>nd</sup> Vice President Minnick an ongoing concern has been how the schedule of the LCAP Committee aligns with the Budget Committee where they approve the LCAP recommendations at the same time as the budget. We should have plenty of time between the final LCAP recommendations and approval of the budget. Superintendent Aguilar responds that they have begun the process of laying out the timeline so that LCAP does align with the budget process giving the Board plenty of time to study.

Member Hansen motion to approve

## **9.0 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.*

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

- 9.1a Approve Grants, Entitlements and Other Income Agreements, Ratification of Other Agreements, Approval of Bid Awards, Approval of Declared Surplus Materials and Equipment, Change Notices and Notices of Completion (Gerardo Castillo, CPA)*
- 9.1b Approve Personnel Transactions 12/7/17 (Cancy McArn)*
- 9.1c Superintendent Salary Schedule (Cancy McArn)*
- 9.1d Approve Minutes of the November 16, 2017, Board of Education Meeting (Jorge A. Aguilar)*

2<sup>nd</sup> Vice President Minnick motion to approve Consent Agenda  
Member Vang 2<sup>nd</sup>  
Board Unanimous

## **10.0 COMMUNICATIONS**

### **10.1 Employee Organization Reports:**

- CSA – N/A
- SCTA – N/A
- SEIU – N/A
- Teamsters – N/A
- UPE – N/A

**Information**

### **10.2 District Parent Advisory Committees:**

- Community Advisory Committee – N/A
- District English Learner Advisory Committee – Maria Flores
- Local Control Accountability Plan/Parent Advisory Committee – Frank DeYoung

**Information**

### **10.3 Superintendent's Report**

Superintend Aguilar, today is a historic day given it is Pearl Harbor Day, so we want to honor those individuals that provided a service to our country. Also wants to congratulate SEIU for their efforts toward their food drive. Wants to thank everyone involved in planning this Saturday's (12-9-17) Oak Park Community Holiday Wellness Walk and Health Fair. Important aspect of our strategy to engage with our community. This is the first event, getting to know the community along with our Board members. Looking forward to participating. This event, the canned food drive are the types of events that will keep Sac City engaged and serve as a bridge to our community. Last week we also hosted Lieutenant Governor Gavin Nusom, Mayor Darrel Steinberg, Counsel Member Larry Carr and others at Luther Burbank High School showcasing the many programs offered there. Also last week we were very honored to receive and do a ribbon cutting at Pacific Elementary of a new computer lab that was funded by International Game Technology. Also this week we hosted a lot of middle school students who were here to learn about the different offerings that Sac City has for our community in preparation for their transition to high school. Is convinced Sac City is the place that has wonderful offerings for our

**Information**



students regardless of their interest. As he enters month six, wants to thank everyone for their warm welcome. Finally want to wish all students and families, Board of Education and all of our staff and partners a very happy holiday season. Look forward to being with you in 2018.

#### **10.4 President's Report**

**Information**

President Ryan reiterated the Oak Park Community Holiday Wellness Walk and Health Fair that will begin at Oak Ridge continue down MLK Blvd. to Father Keith B. Kenny, American Legion then up to City of Refuge. There will be free food, holiday gift giveaways and sleigh rides with horses. Hoping the community will turn out.

#### **10.5 Student Member Report**

**Information**

Student Member Nguyen, finished conference last month so they're working to find new initiatives. Taking some of the things learned at CSBA and bringing it back to our district.

#### **10.6 Information Sharing By Board Members**

**Information**

Vice President Woo, sits as Supervisor Patrick Kennedy's alternate on the Sacramento Library Authority. Sacramento Public Library was selected for the Pacific Library Partnership Student's Success 2017-18 Initiative. Sac City Unified was selected as the pilot project. Today Sac City Unified and Sacramento Library is working on a MOU for data sharing agreements. This project will allow our students to borrow E books, access homework help, and language learning software and use digital library tools.

Member Hansen was at The MET yesterday, they are doing their 8<sup>th</sup> grade recruitment. It was really cool to see all the students there, coming out to check out the school. Our schools continue to do a good job at doing outreach and recruiting students that's the way we show the value and prove that to the students and their families. This morning in preparation for big day here at the Board, visited Washington Elementary. Every morning at 9:00 a.m. the entire school does yoga and joined them. Their mascot is the Locomotives, they call themselves the Yogamotives.

#### **10.7 Board Committee Reports**

**Information**

- *Board Facilities Committee* – N/A
- *Board Budget Committee*– N/A
- *Board Academic Committee*– N/A
- *Board Governance & Policy Committee*– N/A

### **11.0 BUSINESS AND FINANCIAL INFORMATION/REPORTS**

**Information**

#### **11.1 Business and Financial Information:**

- *Purchase Order Board Report for the Period of September 15, 2017 through October 14, 2017*
- *Report on Contracts within the Expenditure Limitations Specified in Section PCC 20111 for September 1, 2017 through October 31, 2017*
- *Enrollment and Attendance Report for Month 2 Ending October 20, 2017*

#### **11.2 Head Start/Early Head Start/Early Head Start Expansion Reports**

Board received information items.

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

- ✓ *January 18, 2018 4:30 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47<sup>th</sup> Avenue, Community Room, Regular Workshop Meeting*

- ✓ February 1, 2018 4:30 p.m. Closed Session, 6:00 p.m. Open Session,  
Serna Center, 5735 47<sup>th</sup> Avenue, Community Room, Regular Workshop Meeting

### **13.0 ADJOURNMENT**

President Ryan entertain a motion to adjourn meeting in the memory of John Fleming.

Member Cochrane so moved

Member Hansen 2<sup>nd</sup>

Board Unanimous

Meeting adjourned at 10:53 p.m.

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*Jorge A. Aguilar, Superintendent/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 12.1

**Meeting Date:** January 18, 2018

**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:**

- Purchase Order Board Report for the Period of October 15, 2017 through November 14, 2017
- Enrollment and Attendance Report for Month 3 Ending November 17, 2017

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

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

**Documents Attached:**

1. Purchase Order Board Report for the Period of October 15, 2017 through November 14, 2017
2. Enrollment and Attendance Report for Month 3 Ending November 17, 2017

**Estimated Time:** N/A

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

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

Includes Purchase Orders dated 10/15/2017 - 11/14/2017 \*\*\*

PO Number	Vendor Name	Description	Location	Fund	Account Amount
B18-00490	FRY'S ELECTRONICS, INC ACCOUNT S RECEIVABLE	ALL CTE TEACHERS PURCHASES SUPPLIES/EQUIPMENT	CAREER & TECHNICAL PREPARATION	01	2,000.00
B18-00693	SHASTA LINEN SUPPLY	CLEANING SERVICES STUDENT/CHEF COATS/MOPS	CAREER & TECHNICAL PREPARATION	01	1,000.00
B18-00694	SEAN CLANCY	COMPENSATORY SERVICES 16-17	SPECIAL EDUCATION DEPARTMENT	01	3,063.00
B18-00695	KIMBERLEE BEYRER	SETTLEMENT AGREEMENT	SPECIAL EDUCATION DEPARTMENT	01	2,000.00
B18-00696	DONALD LACOURSE	COMPENSATORY SERVICES 16-17	SPECIAL EDUCATION DEPARTMENT	01	11,163.00
B18-00697	BONNY FRANKLIN	COMPENSATORY SERVICES 16-17	SPECIAL EDUCATION DEPARTMENT	01	1,525.00
B18-00698	SMART & FINAL IRIS CO - ACCT 6 01246000-20405152	PARKWAY PARENT INVOLVEMENT - HARVEST FESTIVAL	PARKWAY ELEMENTARY SCHOOL	01	500.00
B18-00700	MEAZA AMARE	COMPENSATORY SERVICES 16-17	SPECIAL EDUCATION DEPARTMENT	01	2,200.00
B18-00701	DIANA CACERES	COMPENSATORY SERVICES 16-17	SPECIAL EDUCATION DEPARTMENT	01	257.00
B18-00702	AMERIGAS	PROPANE FOR CUSTODIAN EQUIPMENT	ROSEMONT HIGH SCHOOL	01	300.00
B18-00703	COMMERCIAL APPLIANCE	SUPPLIES, SERVICES TO FIX CULINARY ARTS EQUIPMENT	CAREER & TECHNICAL PREPARATION	01	7,000.00
B18-00704	ALL WEST COACHLINES INC	ATHLETIC TRANSPORTATION	C. K. McCLATCHY HIGH SCHOOL	01	15,000.00
B18-00705	AMADOR STAGE LINES INC	ATHLETIC TRANSPORTATION	C. K. McCLATCHY HIGH SCHOOL	01	7,899.20
B18-00706	STAY SAFE SHRED INC	SHRED CONFIDENTIAL MATERIALS	DEPUTY SUPERINTENDENT	01	200.00
B18-00707	EAST BAY TIRE CO	BUS TIRES (REPLACING RELIABLE) - EAST BAY TIRE CO	TRANSPORTATION SERVICES	01	27,000.00
B18-00708	ALL WEST COACHLINES INC	MATHLETES TRANSPORTATION	HIRAM W. JOHNSON HIGH SCHOOL	01	1,700.00
B18-00709	JAMIE OR STEVEN FONTANA	FEDERAL PROPORTIONMENT 2017-18	SPECIAL EDUCATION DEPARTMENT	01	1,479.00
B18-00710	STACIE MARTINEZ	FEDERAL PROPORTIONMENT 2017-18	SPECIAL EDUCATION DEPARTMENT	01	1,479.00
B18-00711	Alison Rose & David Malarkey	FEDERAL PROPORTIONMENT 2017-18	SPECIAL EDUCATION DEPARTMENT	01	1,479.00
B18-00712	Stephani Crespin	FEDERAL PROPORTIONMENT 2017-18	SPECIAL EDUCATION DEPARTMENT	01	1,479.00
B18-00713	CHAD SUTHERLAND	COMPENSATORY SERVICES 16-17	SPECIAL EDUCATION DEPARTMENT	01	8,000.00
B18-00714	BRENDY RODRIQUEZ	PARENT MILEAGE REIMBURSEMENT	SPECIAL EDUCATION DEPARTMENT	01	2,350.00
B18-00715	MIREYA RAMOS	FEDERAL PROPORTIONMENT 2017-18	SPECIAL EDUCATION DEPARTMENT	01	1,479.00

\*\*\* See the last page for criteria limiting the report detail.

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

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## Includes Purchase Orders dated 10/15/2017 - 11/14/2017 \*\*\*

PO Number	Vendor Name	Description	Location	Fund	Account Amount
B18-00716	PACIFIC SUPPLY INC	MATERIALS AS NEEDED FOR CARPENTRY SHOP	FACILITIES MAINTENANCE	01	1,000.00
B18-00717	JOSTENS INC/DIPLOMAS	DIPLOMAS FOR 2017/2018	C. K. McCLATCHY HIGH SCHOOL	01	1,800.00
B18-00718	LESLIE HUANG	PARENT MILEAGE REIMBURSEMENT	SPECIAL EDUCATION DEPARTMENT	01	1,350.00
CHB18-00388	RAY MORGAN/SCUSD	CANON COPIER	GEO WASHINGTON CARVER	09	3,800.00
CHB18-00389	OFFICE DEPOT	SUPPLEMENTAL INSTRUCTIONAL SUPPLIES	SEQUOIA ELEMENTARY SCHOOL	01	3,000.00
CHB18-00390	OFFICE DEPOT	OFFICE SUPPLIES 2017-18 FOR HR DEPT WORKSTOPPAGE	HUMAN RESOURCE SERVICES	01	1,500.00
CHB18-00391	U S BANK/SCUSD	CANCY MCARN CAL CARD RECONCILE 17-18 WORKSTOPPAGE	HUMAN RESOURCE SERVICES	01	2,000.00
CHB18-00392	OFFICE DEPOT	SIG-OFFICE DEPOT SCHOOL SUPPLIES	PARKWAY ELEMENTARY SCHOOL	01	2,664.55
CHB18-00393	U S BANK/SCUSD	VINCENT HARRIS' CalCARD FOR 2017-18 FISCAL YEAR	CONTINUOUS IMPRVMT & ACCNTBLTY	01	5,775.73
CHB18-00394	RAY MORGAN/SCUSD	CANON COPIERS	JOHN H. STILL - K-8	01	5,000.00
CHB18-00395	RAY MORGAN/SCUSD	COPIER RENTAL 2017-18	ETHEL I. BAKER ELEMENTARY	01	8,000.00
CS18-00190	SCHOOL FACILITY CONSULTANTS	DEVELOPER FEE CONSULTING SERVICES	FACILITIES SUPPORT SERVICES	25	38,500.00
CS18-00193	PAULA GARDNER	IEE (BURNS)	SPECIAL EDUCATION DEPARTMENT	01	6,000.00
CS18-00194	DIGITAL DEPLOYMENT, INC	INTRANET TEMPLATE	COMMUNICATIONS OFFICE	01	750.00
CS18-00195	HMC ARCHITECTS	0525-429 JOHN F KENNEDY CTEIG-ARCH SERV	CAREER & TECHNICAL PREPARATION	01	29,500.00
CS18-00196	THE CYPHER HIP HOP WORKSHOPS	SUPPLEMENTAL PROVIDER 2017-18 CYPHER HIP HOP	YOUTH DEVELOPMENT	01	46,400.00
CS18-00197	CLARK CONSULTING & TRAINING	CLARK CONSULTING 2017/2018	EARL WARREN ELEMENTARY SCHOOL	01	12,000.00
CS18-00198	THE WRITE TOOLS LLC	WRITE TOOLS TRAINING	PARKWAY ELEMENTARY SCHOOL	01	3,400.00
CS18-00199	EASTERN WAYS MARTIAL ARTS	2017-18 DRAGON DANCING	SUSAN B. ANTHONY ELEMENTARY	01	875.00
CS18-00200	SOREN BENNICK PRODUCTIONS	2017-18 BULLY PREVENTION ASSEMBLY	SUSAN B. ANTHONY ELEMENTARY	01	850.00
CS18-00201	DWIGHT TAYLOR SR	SEL ASSEMBLY	SEQUOIA ELEMENTARY SCHOOL	01	400.00
CS18-00202	INTERCULTURAL DEVELOPMENT RESE ARCH ASSOCIATION	Coca Cola Valued Youth (SIG)	JOHN H. STILL - K-8	01	15,000.00
CS18-00203	LAURA FISH	LAURA FISH - JANUARY 2018 TRAINING	CHILD DEVELOPMENT PROGRAMS	12	4,684.00
CS18-00204	CITY OF SACRAMENTO ATTN MELISS A CIRONE	Any Given Child Program	ACADEMIC OFFICE	01	22,350.00

\*\*\* See the last page for criteria limiting the report detail.

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Includes Purchase Orders dated 10/15/2017 - 11/14/2017 \*\*\*

PO Number	Vendor Name	Description	Location	Fund	Account Amount
CS18-00205	KD ANDERSON TRANSPORTATION ENG INEERS	TRAFFIC CONSULTANT - DOWNTOWN SP DRAFT EIR	FACILITIES SUPPORT SERVICES	01	1,500.00
CS18-00206	CAPITAL KIDS OCCUPATIONAL THER APY	STUDENT EVAL (VANDERSLUIS)	SPECIAL EDUCATION DEPARTMENT	01	1,250.00
CS18-00207	TREE ASSOCIATES INC	CROCKER RIVERSIDE TREE ASSESSMENT	FACILITIES MAINTENANCE	01	1,795.00
CS18-00209	CITY OF REFUGE SACRAMENTO	SUPPLEMENTAL PROVIDER 2017-18	YOUTH DEVELOPMENT	01	50,000.00
CS18-00210	SACRAMENTO COUNTY OFFICE OF ED FINANCIAL SERVICES	PRO DEVELOPMENT THRU THE YEAR 2017-18 FOR TEACHERS	MARTIN L. KING JR ELEMENTARY	01	13,200.00
CS18-00211	EDUCATIONAL CONSULTING SERVICE	FEE FOR PROFESSIONAL DEVELOPMENT TRAINING- 2 YRS	ENROLLMENT CENTER	01	19,500.00
CS18-00212	SKILLPATH SEMINARS INC.	Staff Training	NUTRITION SERVICES DEPARTMENT	13	3,800.00
CS18-00213	NEWSELA ATTN: BILLING	NEWSELA READING/COMPREHENSION PROGRAM	WILLIAM LAND ELEMENTARY	01	3,600.00
CS18-00214	TOTAL EDUCATION SOLUTIONS	FOSTER YOUTH TUTORING 2017-18 FY	FOSTER YOUTH SERVICES PROGRAM	01	45,000.00
CS18-00215	NATIONAL ANALYTICAL LAB INC	0490-422 SUTTER HVAC-CONST TESTING	FACILITIES SUPPORT SERVICES	21	625.00
CS18-00216	eSCHOOL SOLUTIONS	eSchool	ACADEMIC OFFICE	01	26,306.54
CS18-00217	SALLY SMITH	PARENT/STUDENT SESSIONS FOR PATHWAYS PROGRAM	NEW TECH	09	4,800.00
CS18-00218	HMC ARCHITECTS	ROSEMONT CTE CULINARY PRGM PROJECT/ARCHITECT	CAREER & TECHNICAL PREPARATION	01	11,145.00
CS18-00219	FORECAST 5 ANALYTICS INC	FORECAST 5 - 1 YEAR LICENSE AGREEMENT	BUSINESS SERVICES	01	18,000.00
CS18-00220	CAPITAL ENGINEERING CONS INC	0844-428 TRANSP SERV RELOCATION-ENG SERV	FACILITIES SUPPORT SERVICES	21	4,290.00
CS18-00221	WALLACE KUHL & ASSOCIATES	0844-428 TRANSP SERV RELOCAT-GEOTECH SERV	FACILITIES SUPPORT SERVICES	21	8,800.00
CS18-00222	CONDITIONS FOR LEARNING	CONDITIONS FOR LEARNING	JOHN D SLOAT BASIC ELEMENTARY	01	109,500.00
CS18-00223	3FOLD COMMUNICATIONS	3FOLD STRATEGIC PLAN CONTRACT 2017-18	YOUTH DEVELOPMENT	01	10,000.00
CS18-00224	WALLACE KUHL & ASSOCIATES	0379-422 WASHINGTON HVAC-CONST TESTING	FACILITIES SUPPORT SERVICES	21	2,500.00
CS18-00225	NATIONAL ANALYTICAL LAB INC	0267-401 OW ERLEWINE ROOF & ASPHALT-CONST SERV	FACILITIES SUPPORT SERVICES	21	675.00
CS18-00226	HISTORIC OLD SACRAMENTO FOUNDA TION	SAC HISTORY MUSEUM	LEATAATA FLOYD ELEMENTARY	01	350.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
CS18-00227	CALVIN HEDRICK	AIEP INSTRUCTION/DEMONSTRATION	INDIAN EDUCATON	01	1,500.00
CS18-00228	HENRIETTA MCGURK	AIEP CULTURAL CLASSES-MOCCASIN WORKSHOPS	INDIAN EDUCATON	01	2,500.00
CS18-00229	UNITED COLLEGE ACTION NETWORK	U-CAN CONTRACT-EDUCATION SUPPORT AND OUTREACH	ACADEMIC ACHIEVEMENT	01	75,000.00
CS18-00230	WALLACE KUHL & ASSOCIATES	0810-428 NUTRITION SERV CTR-GEOTECH SERV	FACILITIES SUPPORT SERVICES	21	15,900.00
CS18-00231	WARREN CONSULTING ENG INC	0010-409 A.M. WINN ASPHALT-SURVEYING SERV	FACILITIES SUPPORT SERVICES	21	35,100.00
CS18-00232	SACRAMENTO YOUTH SYMPHONY	MOU with Sacramento Youth Symphony	ACADEMIC OFFICE	01	44,474.50
CS18-00233	GENERATION READY	GENERATION READY SERVICES AGREEMENT	ACADEMIC OFFICE	01	50,000.00
CS18-00234	HIBSER YAMAUCHI ARCHITECTS	0390-401 WOODBINE RR-A/E SERV	FACILITIES SUPPORT SERVICES	21	71,665.00
CS18-00235	SACRAMENTO CHINESE COMMUNITY	SAC CHINESE - AFTER SCHOOL PROGRAM	AMERICAN LEGION HIGH SCHOOL	01	6,500.00
CS18-00236	ADAMS EDUCATIONAL CONSULTING	TITLE II PD FOR CAPITAL CHRISTIAN SCHOOL	CONSOLIDATED PROGRAMS	01	7,500.00
N18-00050	MAXIM STAFFING SOLUTIONS	AGENCY SERVICES (NURSING)	SPECIAL EDUCATION DEPARTMENT	01	125,000.00
N18-00051	CCHAT CENTER-SACRAMENTO	NPS EDUCATIONAL SERVICES (DEAF)	SPECIAL EDUCATION DEPARTMENT	01	60,000.00
N18-00052	ALDAR ACADEMY CORP	NPS EDUCATION SERVICES (ED/SLD)	SPECIAL EDUCATION DEPARTMENT	01	280,000.00
N18-00053	SPEECH PATHOLOGY GROUP INC	AGENCY SERVICES (SITE SPEECH)	SPECIAL EDUCATION DEPARTMENT	01	1,200,000.00
N18-00054	ODYSSEY LEARNING CENTER	NPS EDUCATIONAL SERVICES (AUTISTIC)	SPECIAL EDUCATION DEPARTMENT	01	500,000.00
N18-00055	CAROLYN M. ECKER, OTR/L	AGENCY SERVICES (OT)	SPECIAL EDUCATION DEPARTMENT	01	20,000.00
N18-00056	PROFESSIONAL TUTORS OF AMERICA	AGENCY SERVICES (TUTORING)	SPECIAL EDUCATION DEPARTMENT	01	15,000.00
P18-00165	VIRCO MANUFACTURING CORP	science lab upgrade	JOHN H. STILL - K-8	01	31,365.77
P18-00582	U S BANK/SCUSD	SAFETY GLASSES FOR CONSTRUCTION/AUTO CL	CAREER & TECHNICAL PREPARATION	01	705.71
P18-00926	PITSCO INC	CONTROL KIT/REG. FEE FOR FIRST TECH CHALLENGE	CAREER & TECHNICAL PREPARATION	01	1,102.09
P18-00937	PITSCO INC	REG. FEE FOR FIRST TECH CHALLENGE @JFK	CAREER & TECHNICAL PREPARATION	01	275.00
P18-01033	VMWARE INC	CONFIGURE VMWARE FUSION 8.5	ENGINEERING AND SCIENCES HS	01	2,879.64
P18-01182	WESTERN PSYCHOLOGICAL SERVICES	ADOS-2 FORMS (PETERSON)	SPECIAL EDUCATION DEPARTMENT	01	5,733.45

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P18-01244	SCHOOL OUTFITTERS DBA FAT CATA LOG	STUDENT COMPUTER TABLES	WILLIAM LAND ELEMENTARY	01	1,194.86
P18-01364	VEX ROBOTICS INC	MOTION GUSSET, TUBES, SPACER, GEARBOX- ENGINEERING	CAREER & TECHNICAL PREPARATION	01	7,644.91
P18-01526	CDW-G C/O PAT HEIN	2018 REPLACEMENT OVERHEAD PROJECTORS	BG CHACON ACADEMY	09	4,607.03
P18-01527	ALMA LOPEZ	GRADUATION STOLES FOR LA RAZA STUDENTS	C. K. McCLATCHY HIGH SCHOOL	01	606.20
P18-01528	APPLE INC	REPLACEMENT LAPTOP FOR BOWLING GREEN CHACON	INFORMATION SERVICES	01	1,329.76
P18-01529	CENTER FOR THE COLLABORATIVE C LASSROOM	SIPPS EXT FLUENCY	WOODBINE ELEMENTARY SCHOOL	01	685.88
P18-01530	FAIR-PLAY CALIFORNIA	REPAIRS TO GAME BOARD IN THE GYM	C. K. McCLATCHY HIGH SCHOOL	01	1,037.09
P18-01531	BSN SPORTS	VOLLEYBALL & FB JERSEY	ROSEMONT HIGH SCHOOL	01	3,584.83
P18-01532	BARNES & NOBLE BOOKSTORE	CLASSROOM BOOKS JC	WOODBINE ELEMENTARY SCHOOL	01	96.89
P18-01533	READ NATURALLY INC	LEVEL 3.0 READING (MOORE)	SPECIAL EDUCATION DEPARTMENT	01	160.75
P18-01534	PEARSON CLINICAL ASSESSMENT OR DERING DEPARTMENT	CELF-5 FORMS (TARA)	SPECIAL EDUCATION DEPARTMENT	01	900.34
P18-01535	PRO-ED INC	MAVA FORMS (TARA)	SPECIAL EDUCATION DEPARTMENT	01	361.99
P18-01536	LAKESHORE LEARNING CORP ATTENT ION: JON BELL	KINDER CARPET	WOODBINE ELEMENTARY SCHOOL	01	518.52
P18-01537	PEARSON CLINICAL ASSESSMENT OR DERING DEPARTMENT	CELF-5 KIT (PAIGE MAINS)	SPECIAL EDUCATION DEPARTMENT	01	1,039.64
P18-01538	ORIENTAL TRADING CO INC	TREASURE CHEST (CARLA)	SPECIAL EDUCATION DEPARTMENT	01	117.97
P18-01539	CDW-G C/O PAT HEIN	CLASSROOM INSTRUCTION	CAROLINE WENZEL ELEMENTARY	01	3,307.25
P18-01540	POCKET NURSE	MEDICAL SUPPLIES FOR HEALTH PRGMS AT A.B.HPHS	CAREER & TECHNICAL PREPARATION	01	734.64
P18-01541	SUPER DUPER PUBLICATIONS	SPEECH TEST KIT (ODEKIRK)	SPECIAL EDUCATION DEPARTMENT	01	296.55
P18-01542	A-1 TRADING CO	PROMOTIONAL/MARKETING - HIRAM JOHNSON	ACADEMIC ACHIEVEMENT	01	950.71
P18-01543	PEARSON CLINICAL ASSESSMENT OR DERING DEPARTMENT	KLPA-2 SPEECH FORM	SPECIAL EDUCATION DEPARTMENT	01	152.89
P18-01544	LAKESHORE LEARNING CORP ATTENT ION: JON BELL	MATH MANIPULATIVES (GEERIN-ALVEREZ)	SPECIAL EDUCATION DEPARTMENT	01	46.82
P18-01545	PRO-ED INC	SSI-4 EXAMINER FORM	SPECIAL EDUCATION DEPARTMENT	01	68.20

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P18-01546	SUPER DUPER PUBLICATIONS	LANGUAGE INSTRUCTION (HUITT)	SPECIAL EDUCATION DEPARTMENT	01	86.20
P18-01547	MOORE MEDICAL CORP ACCT #17186 47	MEDICAL SUPPLIES FOR HIRAM JOHNSON	ACADEMIC ACHIEVEMENT	01	50.20
P18-01548	RISO PRODUCTS OF SACRAMENTO	RISO SUPPLIES	BOWLING GREEN ELEMENTARY	09	474.10
P18-01549	SCHOLASTIC INC SCHOLASTIC MAGA ZINES	CLASSROOM BOOKS JC	WOODBINE ELEMENTARY SCHOOL	01	144.45
P18-01550	FARMINGTON FRESH	6176 SLICED AND BULK APPLES 10/13/2017	NUTRITION SERVICES DEPARTMENT	13	12,566.50
P18-01551	TYSON FOODS	6150/6151 CHICKEN STRIPS/ CRISPITOS 11/06/2017	NUTRITION SERVICES DEPARTMENT	13	10,634.00
P18-01552	SYSCO FOOD SVCS OF SACRAMENTO	6178 TATER TOTS/CRACKERS/ CONDIMENTS 11/02/2017	NUTRITION SERVICES DEPARTMENT	13	9,758.58
P18-01553	SYSCO FOOD SVCS OF SACRAMENTO	6179 VEGGIE MIX AND SUNBUTTER CUPS 11/9/2017	NUTRITION SERVICES DEPARTMENT	13	5,076.25
P18-01554	HUMANWARE USA INC	BRAILLE NOTE APEX	SP ED - TECHNOLOGIST	01	3,276.10
P18-01555	NWN CORPORATION	LCD PROJECTOR FOR CLASSROOM-HENRIKSON	SUTTER MIDDLE SCHOOL	01	1,123.64
P18-01556	AMADOR STAGE LINES INC	LAW ACADEMY - TRANSPORTATION - SF	HIRAM W. JOHNSON HIGH SCHOOL	01	1,182.70
P18-01557	AMAZON CREDIT PLAN DEPT 30 - 2 2000248272	CODING IN SCRATCH WORKBOOKS/PETERS	H.W. HARKNESS ELEMENTARY	01	226.80
P18-01558	U S BANK/SCUSD	LAW ACADEMY FIELD TRIP - ALCATRAZ	HIRAM W. JOHNSON HIGH SCHOOL	01	1,420.00
P18-01559	U S BANK/SCUSD	ALCATRAZ TRIP TICKETS - CJA PROGRAM	JOHN F. KENNEDY HIGH SCHOOL	01	1,242.50
P18-01560	CIF SAC-JOQUIN SECTION	SAN JOAQUIN CIF DUES	C. K. McCLATCHY HIGH SCHOOL	01	1,767.86
P18-01561	CALIFORNIA INTERSCHOLASTIC FED ERATION	CIF STATE DUES	C. K. McCLATCHY HIGH SCHOOL	01	1,808.94
P18-01562	U S BANK/SCUSD	STC DIARY OF ANNE FRANK-CHAVEZ	SUTTER MIDDLE SCHOOL	01	2,190.00
P18-01563	U S BANK/SCUSD	CISCO PROGRAM SUPPLIES	NEW SKILLS & BUSINESS ED. CTR	11	585.99
P18-01564	SCHOOL OUTFITTERS DBA FAT CATA LOG	PROJECTOR SCREENS FOR CLASSROOMS	JOHN F. KENNEDY HIGH SCHOOL	01	2,989.47
P18-01565	BIO-RAD LIFE SCIENCES DIVISION	LPPA FORENSICS SUPPLIES	C. K. McCLATCHY HIGH SCHOOL	01	6,739.86
P18-01566	GRAINGER INC ACCOUNT #80927635 5	AMERICAN FLAG/SAVED SHIPPING COSTS - PS	LEATAATA FLOYD ELEMENTARY	01	115.69
P18-01567	SCHOOLS IN LLC	HEADPHONES FOR READ 180	FERN BACON MIDDLE SCHOOL	01	1,489.86
P18-01571	BATTERIES PLUS	BATTERIES FOR CAMPUS RADIOS	C. K. McCLATCHY HIGH SCHOOL	01	811.88
P18-01573	DEMCO INC	Library Processing Supplies	LIBRARY/TEXTBOOK SERVICES	01	498.76

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P18-01574	INGENIUM GROUP	TOXIC WASTE PICK UP - SCIENCE	JOHN F. KENNEDY HIGH SCHOOL	01	187.01
P18-01575	DAVID J ELLIOT & SON STILLWATE R ORCHARDS	6174 GOLDEN BOSC PEARS 10/13/2017	NUTRITION SERVICES DEPARTMENT	13	2,590.00
P18-01576	CRAZY CROW TRADING POST	AIEP MOCASIN WORKSHOPS-BEADS	YOUTH DEVELOPMENT	01	161.48
P18-01577	SIERRA WINDOW COVERINGS INC	MINI BLINDS FOR CPH	SPECIAL EDUCATION DEPARTMENT	01	213.25
P18-01578	NORTHSTAR AV	OVERHEAD PROJECTOR BULBS	KIT CARSON INTL ACADEMY	01	1,779.63
P18-01579	FOLLETT SCHOOL SOLUTIONS	purchase of books for library	JOHN H. STILL - K-8	01	887.44
P18-01580	SCHOOL NURSE SUPPLY INC	MEDICAL SUPPLIES/HIRAM JOHNSON	ACADEMIC ACHIEVEMENT	01	204.32
P18-01581	NASCO	ART DEPT 2017-2018	KIT CARSON INTL ACADEMY	01	1,891.77
P18-01582	20TH CENTURY FOOD PRODUCTS	6182 SALAD DRESSING 11/6/2017	NUTRITION SERVICES DEPARTMENT	13	5,424.00
P18-01583	ALL WEST COACHLINES INC	CHARTER BUS - COLUMBIA COLLEGE	AMERICAN LEGION HIGH SCHOOL	01	1,019.20
P18-01584	ALL WEST COACHLINES INC	TRANSPORTATION - CJA PROGRAM	JOHN F. KENNEDY HIGH SCHOOL	01	974.90
P18-01585	BRANDON S. PARK PhD	NEUROPSYCHOLOGICAL EVAL	SPECIAL EDUCATION DEPARTMENT	01	4,400.00
P18-01586	ALL WEST COACHLINES INC	All West Bus for Chico State Tour	HEALTH PROFESSIONS HIGH SCHOOL	01	2,079.20
P18-01587	DONALD LACOURSE	COMPENSATORY PAYMENT	SPECIAL EDUCATION DEPARTMENT	01	500.00
P18-01588	FULL CIRCLE INK PRINT SHOP	JCBA ACADEMY UNIFORM SHIRTS	HIRAM W. JOHNSON HIGH SCHOOL	01	4,157.02
P18-01589	A-1 TRADING CO	PROMOTIONAL/MARKETING - HIRAM JOHNSON	ACADEMIC ACHIEVEMENT	01	683.06
P18-01590	N GLANTZ AND SON	SIGN MATERIALS	HIRAM W. JOHNSON HIGH SCHOOL	01	237.94
P18-01591	U S BANK/SCUSD	BATTERY/SUPPLIES FOR HEALTH PRGMS-HPHS	CAREER & TECHNICAL PREPARATION	01	194.71
P18-01592	U S BANK/SCUSD	ORDERING A COMPOST TUMBLER	SUCCESS ACADEMY	01	140.92
P18-01593	AMAZON CREDIT PLAN DEPT 30 - 2 2000248272	KINDLES FOR CLASS (McLEAN/MOSELY)	SPECIAL EDUCATION DEPARTMENT	01	451.28
P18-01594	ORIENTAL TRADING CO INC	STUDENT MATERIALS FOR SEL	JOHN CABRILLO ELEMENTARY	01	127.11
P18-01595	AMAZON CREDIT PLAN DEPT 30 - 2 2000248272	NURSES OFFICE SUPPLIES	A. M. WINN ELEMENTARY SCHOOL	01	32.00
P18-01596	HANNIBAL'S CATERING	INV #153373	SPECIAL EDUCATION DEPARTMENT	01	615.78
P18-01597	NWN CORPORATION	PROJECTOR / PETERS/ RAMIREZ	H.W. HARKNESS ELEMENTARY	01	1,123.64
P18-01598	BSN SPORTS	RECESS EQUIPMENT	PONY EXPRESS ELEMENTARY SCHOOL	01	260.30

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P18-01599	DISCOVERY EDUCATION	DISCOVERY STREAMING EDUCATIONAL MATERIALS	PONY EXPRESS ELEMENTARY SCHOOL	01	2,600.00
P18-01600	OFFICE DEPOT	CHANDLER OFFICE DEPOT ORDER	JOHN D SLOAT BASIC ELEMENTARY	01	143.98
P18-01602	U S BANK/SCUSD	B ST. THEATRE / PETERS/ RULE	H.W. HARKNESS ELEMENTARY	01	720.00
P18-01603	U S BANK/SCUSD	B ST. THEATER / SAMUELS/ NGUYEN	H.W. HARKNESS ELEMENTARY	01	540.00
P18-01604	RJ COOPER & ASSOCIATES	IPAD ULTIMATE II CASE (S, PARISH)	SP ED - TECHNOLOGIST	01	113.42
P18-01605	PERSONAL HEALTH DESIGNS	PERSONAL HEALTH DESIGNS INC - FIT BITS	RISK MANAGEMENT	67	215.39
P18-01606	PHONAK U.S.	ROGER ASST DEVICES (6 STUDENTS)	SP ED - TECHNOLOGIST	01	8,853.20
P18-01607	KLINE MUSIC INC	MUSICAL INSTRUMENTS/VAPA	JOHN D SLOAT BASIC ELEMENTARY	01	467.67
P18-01608	COMMERCIAL APPLIANCE	SERVICING JFK, CULINARY ARTS PRGM KITCHEN	CAREER & TECHNICAL PREPARATION	01	1,695.94
P18-01609	CDW-G C/O PAT HEIN	DOC CAM	LUTHER BURBANK HIGH SCHOOL	01	717.11
P18-01610	LAKESHORE LEARNING CORP ATTENTION: JON BELL	1st grade carpet	JOHN H. STILL - K-8	01	492.59
P18-01611	NORTHSTAR AV	PROJECTOR BULBS	JAMES W MARSHALL ELEMENTARY	01	446.53
P18-01612	AMAZON CREDIT PLAN DEPT 30 - 2 2000248272	STUDENT GOOGLES FOR SCIENCE CLASSES	WILL C. WOOD MIDDLE SCHOOL	01	143.64
P18-01613	AMAZON CREDIT PLAN DEPT 30 - 2 2000248272	LAV PEDISTAL (SALONGA)	SPECIAL EDUCATION DEPARTMENT	01	32.46
P18-01614	U S BANK/SCUSD	SHARPENER FOR CULINARY ARTS PRGM@RHS	CAREER & TECHNICAL PREPARATION	01	173.09
P18-01615	AMAZON CREDIT PLAN DEPT 30 - 2 2000248272	HP Electrostatic Transfer Assembly	CHILD DEVELOPMENT PROGRAMS	12	378.88
P18-01616	GBC GENERAL BINDING CORP	LAMINATOR MAINTENANCE	HUBERT H BANCROFT ELEMENTARY	01	760.42
P18-01617	GBC GENERAL BINDING CORP	SERVICE CALL FOR LAMINATOR	ELDER CREEK ELEMENTARY SCHOOL	01	312.00
P18-01618	SCHOOL SPECIALTY EDUCATION DAN A MCADAMS TERRITORY MGR	PLAYGROUND BALLS	H.W. HARKNESS ELEMENTARY	01	290.69
P18-01619	U S BANK/SCUSD	POSTER-HEALTH PRGM- @ HPHS, D. MELTVEDT	CAREER & TECHNICAL PREPARATION	01	40.19
P18-01620	RISO PRODUCTS OF SACRAMENTO	RISO SERVICE CONTRACT	PONY EXPRESS ELEMENTARY SCHOOL	01	1,198.96
P18-01621	RISO PRODUCTS OF SACRAMENTO	RISO AGREEMENT	WOODBINE ELEMENTARY SCHOOL	01	117.00
P18-01622	RISO PRODUCTS OF SACRAMENTO	RISO CONTRACT RENEWAL-79708116	SUTTER MIDDLE SCHOOL	01	624.00
P18-01623	EAGLE EYE PRODUCE THE GRAPE GUYS	6175 GRAPES, FRESH 10/16/2017	NUTRITION SERVICES DEPARTMENT	13	3,231.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P18-01624	FARMINGTON FRESH	6183 FRESH SLICED APPLES 10/20/2017	NUTRITION SERVICES DEPARTMENT	13	11,851.25
P18-01625	EAGLE EYE PRODUCE THE GRAPE GU YS	6184 FRESH LUNCH BUNCH GRAPES 10/23/17	NUTRITION SERVICES DEPARTMENT	13	3,231.00
P18-01626	DAVID J ELLIOT & SON STILLWATE R ORCHARDS	6185 FRESH GOLDEN BOSC PEARS 10/23/2017	NUTRITION SERVICES DEPARTMENT	13	2,380.00
P18-01627	SYSCO FOOD SVCS OF SACRAMENTO	6187 TURKEY BACON 10/20/17	NUTRITION SERVICES DEPARTMENT	13	8,931.00
P18-01628	P & R PAPER SUPPLY COMPANY	6188-6194 LUNCH TRAYS 11/14/17 - 2/26/18	NUTRITION SERVICES DEPARTMENT	13	146,191.50
P18-01629	FOSTER FARMS FOODSERVICE	6047-01 CORN DOGS 10/18/17	NUTRITION SERVICES DEPARTMENT	13	1,726.50
P18-01630	TYSON FOODS	6195 CRISPITOS 10/30/2017	NUTRITION SERVICES DEPARTMENT	13	1,908.00
P18-01631	TYSON FOODS	6196 CRISPITOS 11/06/2017	NUTRITION SERVICES DEPARTMENT	13	3,180.00
P18-01632	EDUCATIONAL DATA SYSTEMS	CELDT RETEST PRE-ID LABELS AND ASSOCIATED FEES	RESEARCH & EVALUATION SERVICES	01	3,129.45
P18-01633	RISO PRODUCTS OF SACRAMENTO	2017 COLATOR MAINT CONTRACT	BG CHACON ACADEMY	09	150.00
P18-01634	PITNEY BOWES INC	POSTAGE METER OUTSTANDING	NICHOLAS ELEMENTARY SCHOOL	01	161.87
P18-01635	OFFICE DEPOT	OFFICE AND CLASSROOM FURNITURE	HIRAM W. JOHNSON HIGH SCHOOL	01	7,973.38
P18-01636	CDW-G C/O PAT HEIN	ADOBE ACROBAT PRO LICENSES FOR NUTRITION STAFF	NUTRITION SERVICES DEPARTMENT	13	401.65
P18-01637	AMAZON CREDIT PLAN DEPT 30 - 2 2000248272	CHROMEBOOK SLEEVE (M. ALLEN)	SP ED - TECHNOLOGIST	01	25.02
P18-01638	U S BANK/SCUSD	SERVSAFE EXAM FOR NS STAFF	NUTRITION SERVICES DEPARTMENT	13	1,875.00
P18-01639	MEAZA AMARE	COMPENSATORY PAYMENT	SPECIAL EDUCATION DEPARTMENT	01	500.00
P18-01640	CURTIS OR BONNIE FRANKLIN	COMPENSATORY PAYMENT	SPECIAL EDUCATION DEPARTMENT	01	500.00
P18-01641	SEAN OR AMY CLANCY	COMPENSATORY PAYMENT	SPECIAL EDUCATION DEPARTMENT	01	500.00
P18-01642	HANNIBAL'S CATERING	LUNCH FOR SPED TRAINING/GEARUP DAY 8/14/17	HUMAN RESOURCE SERVICES	01	730.27
P18-01643	DIANA CACERES	COMPENSATORY PAYMENT	SPECIAL EDUCATION DEPARTMENT	01	250.00
P18-01644	U S BANK/SCUSD	CAL- CARD REIMBURSEMENT	INTEGRATED COMMUNITY SERVICES	01	1,220.68
P18-01646	AMADOR STAGE LINES INC	FIELDTRIP SES TO INTERNATIONAL PAPER 10/6/17	CAREER & TECHNICAL PREPARATION	01	942.64
P18-01647	JEREMY PREDKO	REIMB. PREDKO/PRINTERS FOR TEACHERS&RADIO CLIP	ROSEMONT HIGH SCHOOL	01	291.06

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P18-01648	DEPARTMENT OF GENERAL SERVICES	0550 SAC HS 3 CR PORT 02-102657 DSA RE-OPEN FEES	FACILITIES SUPPORT SERVICES	21	500.00
P18-01649	TEREX UTILITIES WEST	REPAIRS NEEDED FOR UPRIGHT LIFT	FACILITIES MAINTENANCE	01	1,910.67
P18-01650	BISHOPS PUMPKIN FARM INC	KN FT - BISHOP'S PUMPKIN FARM INC.	NEW JOSEPH BONNHEIM	09	384.00
P18-01651	NATIONAL TIME AND SIGNAL CORP	REPLENISH SHOP STOCK OF CLOCKS	FACILITIES MAINTENANCE	01	6,319.18
P18-01652	DENTON'S SPRING COMPANY INC	PARTS/LABOR WORK FOR 1999 E150 VAN	FACILITIES MAINTENANCE	01	1,260.41
P18-01653	CITY OF SACRAMENTO REVENUE DIVISION	2017 YOUTH SOCCER PRACTICE AND GAMES (OCTOBER)	ENGINEERING AND SCIENCES HS	01	33.00
P18-01654	CUSTOM PUMP & POWER INC	EARL WARREN DOMESTIC WATER PUMP REPLACEMENT	FACILITIES MAINTENANCE	01	1,948.50
P18-01655	FIRST ATTN: FINANCE	FIRST- TEAM REG FEE-ROSEMONT HS-STAFFORD	CAREER & TECHNICAL PREPARATION	01	5,000.00
P18-01656	JOETTE MAXWELL	AMAZON ORDERS	COMMUNICATIONS OFFICE	01	1,001.81
P18-01657	A-1 TRADING CO	TO PAY FOR BIDWELL T-SHIRTS	JOHN BIDWELL ELEMENTARY	01	926.37
P18-01658	SUPPLY WORKS	GYM FLOOR REFINISHING SUPPLIES	HIRAM W. JOHNSON HIGH SCHOOL	01	4,074.88
P18-01659	LAKESHORE LEARNING CORP ATTENTION: JON BELL	ANDORA LIGI	JOHN D SLOAT BASIC ELEMENTARY	01	89.93
P18-01660	GOODHEART-WILLCOX PUBLISHER	SUPPLIES FOR HVAC PROGRAM	NEW SKILLS & BUSINESS ED. CTR	11	5,973.00
P18-01661	LAKESHORE LEARNING CORP ATTENTION: JON BELL	MARTINEZ ROOM 14	JOHN D SLOAT BASIC ELEMENTARY	01	123.68
P18-01662	LAKESHORE LEARNING CORP ATTENTION: JON BELL	A. SCHNEIDER	JOHN D SLOAT BASIC ELEMENTARY	01	154.43
P18-01663	FOLLETT SCHOOL SOLUTIONS	BOOKS FOR THE LIBRARY	C. K. McCLATCHY HIGH SCHOOL	01	2,449.16
P18-01664	LAKESHORE LEARNING CORP ATTENTION: JON BELL	JOHNSTON/LAKESHORE	JOHN D SLOAT BASIC ELEMENTARY	01	120.97
P18-01665	LAKESHORE LEARNING CORP ATTENTION: JON BELL	CHANDLER LAKESHORE ORDER	JOHN D SLOAT BASIC ELEMENTARY	01	73.97
P18-01666	DICK BLICK CUSTOMER #12751501	CHANDLER BLICK ORDER	JOHN D SLOAT BASIC ELEMENTARY	01	93.46
P18-01667	DEMCO INC	LIBRARY SUPPLIES	LUTHER BURBANK HIGH SCHOOL	01	280.38

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P18-01668	LAKESHORE LEARNING CORP ATTENTION: JON BELL	OKOLO LAKESHORE	JOHN D SLOAT BASIC ELEMENTARY	01	324.36
P18-01669	CRAZY CROW TRADING POST	AIEP MOCASIN WORKSHOP- ADDITIONAL SUPPLIES	YOUTH DEVELOPMENT	01	160.75
P18-01670	LAKESHORE LEARNING CORP ATTENTION: JON BELL	3 CD PLAYERS - COLLEEN RIDOLFI	CHILD DEVELOPMENT PROGRAMS	12	418.93
P18-01671	DISCOUNT SCHOOL SUPPLY	INST MTLS - CHONG V/LORETTA M	CHILD DEVELOPMENT PROGRAMS	12	224.87
P18-01672	GOPHER SPORT	P.E. DEPT 2017-2018	KIT CARSON INTL ACADEMY	01	234.31
P18-01673	TYSON FOODS	6197/6198 CRISPITOS/ DRUMMIES/STRIPS 11/13/2017	NUTRITION SERVICES DEPARTMENT	13	13,271.50
P18-01674	TYSON FOODS	6199/6200 CRISPITOS/ CHICKEN STRIPS 11/27/2017	NUTRITION SERVICES DEPARTMENT	13	9,998.00
P18-01675	TYSON FOODS	6201/6202 CRISPTO/ DRUMMIE/STRIPS 12/4/2017	NUTRITION SERVICES DEPARTMENT	13	15,443.00
P18-01676	TYSON FOODS	6203/6204 CRISPITOS/ CHICKEN STRIPS 12/11/2017	NUTRITION SERVICES DEPARTMENT	13	9,998.00
P18-01677	FOSTER FARMS FOODSERVICE	6205 CHICKEN STRIPS 11/02/2017	NUTRITION SERVICES DEPARTMENT	13	6,230.00
P18-01678	SYSCO FOOD SVCS OF SACRAMENTO	6206 PRETZEL 10/26/2017	NUTRITION SERVICES DEPARTMENT	13	736.75
P18-01679	SYSCO FOOD SVCS OF SACRAMENTO	6181-01 LATEX GLOVES 10/19/2017	NUTRITION SERVICES DEPARTMENT	13	182.38
P18-01680	DAVID J ELLIOT & SON STILLWATER ORCHARDS	6209 FRESH GOLDEN BOSC PEARS 10/27/2017	NUTRITION SERVICES DEPARTMENT	13	2,450.00
P18-01681	EAGLE EYE PRODUCE THE GRAPE GUYS	6208 FRESH LUNCH BUNCH GRAPES 10/30/17	NUTRITION SERVICES DEPARTMENT	13	3,231.00
P18-01682	OFFICE DEPOT	ANDORA LIGI	JOHN D SLOAT BASIC ELEMENTARY	01	252.47
P18-01683	MOORE MEDICAL CORP ACCT 171864 7	PURCHASE OF EXAM TABLE PAPER FOR NURSE'S ROOM	DAVID LUBIN ELEMENTARY SCHOOL	01	86.37
P18-01684	OFFICE DEPOT	T. SANTOS ROOM 5	JOHN D SLOAT BASIC ELEMENTARY	01	71.63
P18-01685	OFFICE DEPOT	M. FLORES RM. 11	JOHN D SLOAT BASIC ELEMENTARY	01	409.66
P18-01687	ORIENTAL TRADING CO INC	FALCON INCENTIVES-DUPPLICATED ORDER FROM VENDOR	NICHOLAS ELEMENTARY SCHOOL	01	512.04
P18-01688	MCKESSON MEDICAL SURGICAL CO	MA BOOKSTORE SUPPLIES	NEW SKILLS & BUSINESS ED. CTR	11	413.76
P18-01689	JUST BELIEVE SPORTS	MLK GAME UNIFORMS	LEARNING SUPPORT UNIT B	01	990.49
P18-01690	DISCOUNT SCHOOL SUPPLY	INST MTRLS - ROBIN JACK-BROWN	CHILD DEVELOPMENT PROGRAMS	12	87.24
P18-01691	DISCOUNT SCHOOL SUPPLY	DISABILITY INST MTLS - LAURIE MAYFIELD	CHILD DEVELOPMENT PROGRAMS	12	227.72
P18-01692	FOLLETT SCHOOL SOLUTIONS	AP BOOKS	LUTHER BURBANK HIGH SCHOOL	01	995.45

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P18-01693	DISCOUNT SCHOOL SUPPLY	INST MTLS - YOLANDA JONES-HANDERSON	CHILD DEVELOPMENT PROGRAMS	12	205.48
P18-01694	FOLLETT SCHOOL SOLUTIONS	Library Books Ethel Phillips	LIBRARY/TEXTBOOK SERVICES	01	1,681.42
P18-01695	ROCHESTER 100, INC	parent communication folders	JOHN H. STILL - K-8	01	1,273.02
P18-01696	RISO PRODUCTS OF SACRAMENTO	RISO	LEATAATA FLOYD ELEMENTARY	01	242.48
P18-01697	OFFICE DEPOT	CD PLAYERS (12) - LAURI MAYFIELD	CHILD DEVELOPMENT PROGRAMS	12	528.04
P18-01698	OFFICE DEPOT	GOOGLE CHROMECAST	WOODBINE ELEMENTARY SCHOOL	01	757.75
P18-01699	ROCHESTER 100, INC	NICKYS.COMFOLDERS	LEATAATA FLOYD ELEMENTARY	01	608.91
P18-01700	OFFICE DEPOT	AWARE WIRELESS PRESENTER	INTEGRATED COMMUNITY SERVICES	01	115.91
P18-01701	DISCOUNT SCHOOL SUPPLY	INST MTLS - CHRISTINA ALVA	CHILD DEVELOPMENT PROGRAMS	12	220.91
P18-01702	SCHOOL SPECIALTY EDUCATION DAN A MCADAMS TERRITORY MGR	FOSS 6TH GRADE ADDITIONAL SCIENCE UNIT/MATERIALS	DAVID LUBIN ELEMENTARY SCHOOL	01	2,332.98
P18-01703	SILVERADO STAGES INC	TRANSPT. SAC CITY STUDENTS TO HIGH SCHOOL FAIR	ACADEMIC ACHIEVEMENT	01	11,760.00
P18-01704	OFFICE DEPOT	Wireless Presenters	ACADEMIC OFFICE	01	100.26
P18-01705	ESCO INSTITUTE, LTD	HVAC PROGRAM - RESALE - BOOKS	NEW SKILLS & BUSINESS ED. CTR	11	449.87
P18-01706	DESIGNSTEIN	HVAC SLIDE RULER - RESALE	NEW SKILLS & BUSINESS ED. CTR	11	582.40
P18-01707	ACHIEVEMENT PRODUCTS INC	DISABILITY INST MTLS - LAURI MAYFIELD	CHILD DEVELOPMENT PROGRAMS	12	100.95
P18-01708	SCHOOL TECH INC	BASKETBALL NETS FOR STUDENT USE	SUTTERVILLE ELEMENTARY SCHOOL	01	42.91
P18-01709	HERFF JONES INC	HERFF JONES - CONFIRMING	GEO WASHINGTON CARVER	09	110.18
P18-01710	IPEVO INC	T. SANTOS IPEVO	JOHN D SLOAT BASIC ELEMENTARY	01	101.81
P18-01711	HUGHES HARDWOOD OF RANCHO CORD OVA	INTERGRATED UNIT 11TH GRADE SOLAR REGATTA	ENGINEERING AND SCIENCES HS	01	311.47
P18-01712	DATA MANAGEMENT INC	VISITOR BADGES/LABELS	WASHINGTON ELEMENTARY SCHOOL	01	119.08
P18-01713	U S BANK/SCUSD	A. SCHNEIDER	JOHN D SLOAT BASIC ELEMENTARY	01	271.18
P18-01714	U S BANK/SCUSD	WASHING MACHINE FOR KIT CARSON M.S.	NUTRITION SERVICES DEPARTMENT	13	414.95
P18-01715	U S BANK/SCUSD	ANDORA LIGI	JOHN D SLOAT BASIC ELEMENTARY	01	31.12
P18-01716	RISO PRODUCTS OF SACRAMENTO	RISO RZ220 MAINTENANCE AGREEMENT	LUTHER BURBANK HIGH SCHOOL	01	425.00
P18-01717	JUNIOR LIBRARY GUILD	LIBRARY BOOKS	LUTHER BURBANK HIGH SCHOOL	01	501.41

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P18-01718	Apple Inc Apple Financial Services	17-18 MACBOOK AIR	EDWARD KEMBLE ELEMENTARY	01	4,515.86
P18-01719	APPLE INC	IPAD-5 (PARISH)	SP ED - TECHNOLOGIST	01	427.67
P18-01720	APPLE INC	COLLEGE AND CAREER CENTER	HIRAM W. JOHNSON HIGH SCHOOL	01	12,353.57
P18-01721	LAKESHORE LEARNING CORP ATTENTION: JON BELL	2017 LAKESHORE - IMMERSION CLASS RUGS	SUSAN B. ANTHONY ELEMENTARY	01	1,970.37
P18-01722	MAKEYMAKEY	materials for science upgrade (SIG) (makeymakey)	JOHN H. STILL - K-8	01	757.70
P18-01723	REALLY GOOD STUFF	2017 IMMERSION CLASSROOM SUPPLIES - T. VANG	SUSAN B. ANTHONY ELEMENTARY	01	267.30
P18-01724	REALLY GOOD STUFF	2017 IMMERSION CLASSROOM SUPPLIES - 3RD GR.	SUSAN B. ANTHONY ELEMENTARY	01	501.71
P18-01725	NORTHSTAR AV	2017 EPSON REPLACEMENT LAMPS	SUSAN B. ANTHONY ELEMENTARY	01	446.53
P18-01726	LAKESHORE LEARNING CORP ATTENTION: JON BELL	2017 LAKESHORE - 6TH GR. IMM. CLASS SUPPLIES	SUSAN B. ANTHONY ELEMENTARY	01	731.62
P18-01727	RISO PRODUCTS OF SACRAMENTO	RISO SUPPLIES	A. M. WINN ELEMENTARY SCHOOL	01	251.14
P18-01728	U S BANK/SCUSD	SOLAR REGATTA 11TH GRADE	ENGINEERING AND SCIENCES HS	01	173.16
P18-01729	CITY SIGNS	PARKING SIGNS FOR TRAFFIC & SAFETY	C. K. McCLATCHY HIGH SCHOOL	01	606.52
P18-01730	FARMINGTON FRESH	6207 FRESH SLICED APPLES 10/27/2017	NUTRITION SERVICES DEPARTMENT	13	10,837.25
P18-01731	TRUE NATURAL FOODS INC	6210 BURRTIOS 11/8/2017	NUTRITION SERVICES DEPARTMENT	13	5,430.24
P18-01732	NIPPON SHOKKEN USA	6211 TERIYAKI SAUCE 11/7/2017	NUTRITION SERVICES DEPARTMENT	13	5,000.00
P18-01733	EASTSIDE ENTREES INC. E S FOOD S INC.	6212 MACARONI & CHEESE 12/1/2017	NUTRITION SERVICES DEPARTMENT	13	8,502.74
P18-01734	EASTSIDE ENTREES INC. E S FOOD S INC.	6213 MACARONI & CHEESE 12/15/2017	NUTRITION SERVICES DEPARTMENT	13	7,925.40
P18-01735	EASTSIDE ENTREES INC. E S FOOD S INC.	6214 MACARONI & CHEESE 1/12/2017	NUTRITION SERVICES DEPARTMENT	13	7,925.40
P18-01736	EASTSIDE ENTREES INC. E S FOOD S INC.	6215 MACARONI & CHEESE 1/26/2017	NUTRITION SERVICES DEPARTMENT	13	7,925.40
P18-01737	EASTSIDE ENTREES INC. E S FOOD S INC.	6216 MACARONI & CHEESE 2/9/2017	NUTRITION SERVICES DEPARTMENT	13	5,283.60
P18-01738	U S BANK/SCUSD	CJA Alcatraz Field Trip	C. K. McCLATCHY HIGH SCHOOL	01	1,988.00
P18-01739	U S BANK/SCUSD	Picnic tables	PHOEBE A HEARST BASIC ELEM.	01	983.29
P18-01740	ATHLETICS UNLIMITED	SOCCER SHIRTS 2017 18 SECOND SET	AMERICAN LEGION HIGH SCHOOL	01	277.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P18-01741	ROCHESTER 100, INC	NICKY'S HOMEWORK FOLDERS	SUSAN B. ANTHONY ELEMENTARY	01	730.69
P18-01742	SCHOOL OUTFITTERS DBA FAT CATA LOG	CLASSROOM SUPPLIES KINDER	SUSAN B. ANTHONY ELEMENTARY	01	448.82
P18-01743	U S BANK/SCUSD	AMC MATH CONTEST REGISTRATION - 2018	JOHN F. KENNEDY HIGH SCHOOL	01	156.00
P18-01744	U S BANK/SCUSD	ANDORI LIGI	JOHN D SLOAT BASIC ELEMENTARY	01	93.16
P18-01745	AMAZON CREDIT PLAN DEPT 30 - 2 2000248272	Science lab upgrade (SIG) Amazon	JOHN H. STILL - K-8	01	392.55
P18-01746	RISO PRODUCTS OF SACRAMENTO	RISO SUPPLIES	HUBERT H BANCROFT ELEMENTARY	01	381.04
P18-01747	FLINN SCIENTIFIC INC	SUPPLEMENTAL MATERIALS FOR SCI-SPECIMENS	FERN BACON MIDDLE SCHOOL	01	388.76
P18-01748	APPERSON INC	DATALINK 600-FC BUNDLE	SUTTER MIDDLE SCHOOL	01	994.03
P18-01749	PRO-ED INC	CTOPP-2 KIT (REPLACES P18-01496)	SPECIAL EDUCATION DEPARTMENT	01	1,178.84
P18-01750	PEARSON CLINICAL ASSESSMENT OR DERING DEPARTMENT	BENDER-GESTALT-2 KIT (REPLACES P18-01496)	SPECIAL EDUCATION DEPARTMENT	01	522.81
P18-01751	U S BANK/SCUSD	A. SCHNEIDER	JOHN D SLOAT BASIC ELEMENTARY	01	42.96
P18-01752	U S BANK/SCUSD	INTERGRATED UNIT 11 GRADE ENERGY STORAGE	ENGINEERING AND SCIENCES HS	01	170.07
P18-01753	NORTH COAST MEDICAL INC	VELCRO FOR PHI CENTER	SPECIAL EDUCATION DEPARTMENT	01	278.72
P18-01754	NWN CORPORATION	CHROMEBOOK FOR STUDENT (ALLEN)	SP ED - TECHNOLOGIST	01	247.43
P18-01755	DEPARTMENT OF GENERAL SERVICES	0415-409 CAL ROOF DRY ROT-DSA FINAL FEES	FACILITIES SUPPORT SERVICES	21	2,358.34
P18-01756	U S BANK/SCUSD	SEL/PLC STRENGTH FINDER- GALLUP ASSESSMENT	YOUTH DEVELOPMENT	01	799.60
P18-01757	D&P ENTERPRISES INC DBA CRESCO	supplies of equipment- JFK CULINARY	CAREER & TECHNICAL PREPARATION	01	43.56
P18-01758	WCSB	Junior Jaguar Day Materials	HEALTH PROFESSIONS HIGH SCHOOL	01	2,825.00
P18-01760	CUSTOMINK	SEL SUPPLIES	OAK RIDGE ELEMENTARY SCHOOL	01	2,446.25
P18-01761	JOSTENS INC	HIGH SCHOOL DIPLOMA COVERS	ENGINEERING AND SCIENCES HS	01	558.79
P18-01762	STARFALL EDUCATION	ONLINE CURRIUCLUM	ELDER CREEK ELEMENTARY SCHOOL	01	270.00
P18-01763	EDGEWAVE	EMAIL SECURITY RENEWAL, 12/19/17 to 12/19/18	INFORMATION SERVICES	01	47,736.00
P18-01764	NWN CORPORATION	MICROSOFT SURFACE PRO PEN	BUSINESS SERVICES	01	112.79
P18-01765	U S BANK/SCUSD	FOLSOM ZOO (STUDENT FIELD TRIP)	CAPITAL CITY SCHOOL	01	223.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P18-01766	BROOKES PUBLISHING COMPANY	INST MTRLS - CHRISTY ANDLOVEC	CHILD DEVELOPMENT PROGRAMS	12	672.77
P18-01767	NEWSELA ATTN: BILLING	NEWSELA PRO / RULE	H.W. HARKNESS ELEMENTARY	01	750.00
P18-01768	SCHOLASTIC INC SCHOLASTIC MAGA ZINES	BOOKS FOR FIRST 5 2017-2018	CHILD DEVELOPMENT PROGRAMS	12	6,521.54
P18-01769	PEARSON CLINICAL ASSESSMENT OR DERING DEPARTMENT	RUSH! NNAT3 TEST BOOKLETS NEEDED ASAP FOR TESTING	GIFTED AND TALENTED EDUCATION	01	49,273.67
P18-01770	FRANKLIN COVEY CLIENT SALES IN C.	CLASSROOM CURRICULUM	SAM BRANNAN MIDDLE SCHOOL	01	1,015.45
P18-01771	SCHOOL SPECIALTY EDUCATION DAN A MCADAMS TERRITORY MGR	JOHNSTON/SCHOOL SPECIALTY	JOHN D SLOAT BASIC ELEMENTARY	01	159.94
P18-01772	OFFICE DEPOT	CLASSROOM SUPPLIES	SAM BRANNAN MIDDLE SCHOOL	01	171.02
P18-01773	CENTER FOR THE COLLABORATIVE C LASSROOM	SIPPS BEGINNING LEVEL, 3rd Ed	FATHER K.B. KENNY	01	1,182.76
P18-01774	BARNES & NOBLE BOOKSTORE	BOOKS FOR PLAYGROUP SOCIAL	CHILD DEVELOPMENT PROGRAMS	12	107.98
P18-01775	OFFICE DEPOT	SUPPLEMENTAL INSTRUCTIONAL SUPPLIES	SAM BRANNAN MIDDLE SCHOOL	01	603.78
P18-01776	OFFICE DEPOT	SANTOS/OFFICE DEPOT	JOHN D SLOAT BASIC ELEMENTARY	01	215.64
P18-01777	SCHOOLMATE INC	FOLDERS TO USE FOR HOME/SCHOOL COMMUNICATION	ABRAHAM LINCOLN ELEMENTARY	01	1,497.30
P18-01778	SUPPLY WORKS	AFTER SCHOOL CUSTODIAL SUPPLIES	ELDER CREEK ELEMENTARY SCHOOL	01	1,426.84
P18-01779	SUPPLY WORKS	AFTER SCHOOL CUSTODIAL SUPPLIES	FERN BACON MIDDLE SCHOOL	01	994.76
P18-01780	SUPPLY WORKS	AFTER SCHOOL CUSTODIAL SUPPLIES	JOHN D SLOAT BASIC ELEMENTARY	01	996.41
P18-01781	SUPPLY WORKS	PRESCHOOL CUSTODIAL SUPPLIES	GOLDEN EMPIRE ELEMENTARY	01	151.13
P18-01782	SUPPLY WORKS	SUPPLY FOR ASES	PETER BURNETT ELEMENTARY	01	1,703.18
P18-01783	DISCOUNT SCHOOL SUPPLY	MAT SEPARATORS - SALLY EWEY	CHILD DEVELOPMENT PROGRAMS	12	205.28
P18-01784	DISCOUNT SCHOOL SUPPLY	INST MTLs - KHONESAVAN VO/LISA VUE	CHILD DEVELOPMENT PROGRAMS	12	121.47
P18-01785	MAKERBOT INDUSTRIES LLC	materials for science lab upgrade (SIG)	JOHN H. STILL - K-8	01	5,897.46
P18-01786	AIR & LUBE SYSTEMS COMPANY INC	SERVICE AUTO SHOP-ROTARY/ LIFTS INSPECTIONS	CAREER & TECHNICAL PREPARATION	01	938.10
P18-01787	KIRK MCKINNEY dba GOVS SPORT S HOP	SCHOOL T-SHIRT, HOODIES, AND ZIPPERED HOODIES	ABRAHAM LINCOLN ELEMENTARY	01	1,696.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P18-01788	DELTA WIRELESS INC	RADIOS FOR CAMPUS SECURITY AND ADMINISTRATION	C. K. McCLATCHY HIGH SCHOOL	01	5,249.04
P18-01789	IVS COMPUTER TECHNOLOGIES	UNINSTALL/REINSTALL BORAR & PROJECTOR	CAPITAL CITY SCHOOL	01	800.00
P18-01790	PATON GROUP	ENGINEERING PRGM- LC Z MOTOR	CAREER & TECHNICAL PREPARATION	01	1,098.22
P18-01791	SONLIGHT COMMUNICATIONS	SEVA - PACIFIC - INSTALLATION	INFORMATION SERVICES	01	1,485.00
P18-01792	SUPPLY WORKS	EXAM TABLE PAPER (POLO)	SPECIAL EDUCATION DEPARTMENT	01	60.94
P18-01793	SUPPLY WORKS	JANITORIAL/HEALTH (BWL GRN PHI)	SPECIAL EDUCATION DEPARTMENT	01	835.84
P18-01794	TURNITIN, LLC	TURNITIN SITE LICENSE-2017-18	JOHN F. KENNEDY HIGH SCHOOL	01	5,030.00
P18-01795	CDW-G C/O PAT HEIN	VMWARE SUPPORT FOR DISTRICT, 7/2/17 - 7/1/18	INFORMATION SERVICES	01	8,112.00
P18-01796	CDW-G C/O PAT HEIN	MCAFFEE LICENSE AND SUPPORT, 11/18/17 - 11/19/18	INFORMATION SERVICES	01	61,113.00
P18-01797	EASTSIDE ENTREES INC. E S FOOD S INC.	6217 BEEF STICK MEAL PACK 11/6/2017	NUTRITION SERVICES DEPARTMENT	13	67,858.56
P18-01798	DIVERSIFIED FOODS INC	6218 WHITE SHELF STABLE MILK 11/6/17	NUTRITION SERVICES DEPARTMENT	13	26,400.00
P18-01799	FOSTER FARMS FOODSERVICE	6219 CORN DOGS, BURRITOS 11/3/17	NUTRITION SERVICES DEPARTMENT	13	6,335.75
P18-01800	SYSCO FOOD SVCS OF SACRAMENTO	6220 BOTTLED WATER 11/3/17	NUTRITION SERVICES DEPARTMENT	13	1,059.00
P18-01801	PILGRIM'S PRIDE CORPORATION	6221 CHICKEN SAUSAGE PATTIES 11/16/17	NUTRITION SERVICES DEPARTMENT	13	6,552.00
P18-01802	LA FOODS	6222 STRAWBERRY APPLSCE CUPS, SALSA 11/7/17	NUTRITION SERVICES DEPARTMENT	13	18,660.36
P18-01803	GENERAL MILLS	6225 CEREAL 11/13/2017	NUTRITION SERVICES DEPARTMENT	13	19,278.00
P18-01804	U S BANK/SCUSD	JOHNSTON/TARGET	JOHN D SLOAT BASIC ELEMENTARY	01	107.12
P18-01805	U S BANK/SCUSD	SANTOS/TARGET	JOHN D SLOAT BASIC ELEMENTARY	01	70.21
P18-01806	CENTER FOR THE COLLABORATIVE CLASSROOM	SIPPS FIRST GRADE 17-18	EDWARD KEMBLE ELEMENTARY	01	1,104.38
P18-01807	CLEVER PROTOTYPES, LLC DBA STO RYBOARD THAT	STORYBOARDTHAT / PETERS	H.W. HARKNESS ELEMENTARY	01	65.99
P18-01808	FRANKLIN COVEY CLIENT SALES IN C.	FRANKLIN COVEY	CESAR CHAVEZ INTERMEDIATE	01	3,848.82
P18-01809	DISCOUNT SCHOOL SUPPLY	INST MTLs - CANDICE MCDONOUGH	CHILD DEVELOPMENT PROGRAMS	12	301.57
P18-01810	BSN SPORTS	WRESTLING UNIFORMS	JOHN F. KENNEDY HIGH SCHOOL	01	488.14

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P18-01811	BSN SPORTS	WRESTLING HEADGEAR - UNIFORMS	JOHN F. KENNEDY HIGH SCHOOL	01	463.24
P18-01812	THERAPY SHOPPE	DISABILITY INST MTLS - KRISTA MAHONEY/LAURI	CHILD DEVELOPMENT PROGRAMS	12	120.73
P18-01813	NWN CORPORATION	CHROMEBOOKS FOR MARK TWAIN ELEMENTARY	ACADEMIC ACHIEVEMENT	01	250.02
P18-01814	HANNIBAL'S CATERING	MEAL FOR STAFF MEETING HELD 8/29/17	SUSAN B. ANTHONY ELEMENTARY	01	512.35
P18-01815	REFRIGERATION SUPPLIES DIST IN	0445 JOHN STILL-EMS ENTIRE CAMPUS	FACILITIES MAINTENANCE	01	8,763.57
P18-01816	QUALITY SOUND	0269-416 PACIFIC NEW SCHOOL INTERCOM-EQUIP	FACILITIES MAINTENANCE	21	22,560.00
P18-01817	CATAPULT LEARNING WEST	INV #201984 JUNE ESY	SPECIAL EDUCATION DEPARTMENT	01	43,516.86
P18-01818	MARY JEAN QUIRK DBA NORCAL BAT S	NO CAL BATS PAYMENT	EDWARD KEMBLE ELEMENTARY	01	360.00
P18-01819	DORIS STERLING	REIMB TCHR LICENSING	EARL WARREN ELEMENTARY SCHOOL	01	1,000.00
P18-01820	JOHNSON CONTROLS INC.	CB WIRE THERMOSTAT CONTROLS	FACILITIES MAINTENANCE	01	5,782.00
P18-01821	SCUSD/PETTY CASH CAL CARD	Fee for year of Internet www.hphsjaguars.com	HEALTH PROFESSIONS HIGH SCHOOL	01	179.40
P18-01822	KANTER & ROMO IMMIGRATION LAW	PERM LABOR CERTIFICATION-Y WANG	ADMIN-LEGAL COUNSEL	01	4,140.00
P18-01823	MARY CORONADO CALVARIO	REIMBURSE-MARY CORONADO	FERN BACON MIDDLE SCHOOL	01	543.75
P18-01824	RUDERMAN & KNOX LLP	SETTLEMENT AGREEMENT	ADMIN-LEGAL COUNSEL	01	35,000.00
P18-01825	METRO LEAGUE c/o JOHN FLEMING	METRO CIF DUE	C. K. McCLATCHY HIGH SCHOOL	01	1,380.00
P18-01826	THE SHADE CARE COMPANY	EI BAKER- REMOVAL OF TREES	FACILITIES MAINTENANCE	01	4,950.00
P18-01827	JOSTENS INC	DIPLOMA COVERS	WEST CAMPUS	01	1,447.95
P18-01828	BRIAN FOSTER REFEREE ASSOCIATI ON	SMALL SCHOOL SPORTS REFEREE SER	DEPUTY SUPERINTENDENT	01	2,640.00
P18-01829	JORGENSEN SPORTS SERVICE	ADMINISTRATIVE FEES (ATHLETICS)	JOHN F. KENNEDY HIGH SCHOOL	01	7,755.00
P18-01830	CALIFORNIA STATE UNIVERSITY SA CRAMENTO	COLLEGE MOTIVATION DAY-SAC STATE	YOUTH DEVELOPMENT	01	3,000.00
P18-01831	QUALITY SOUND	PROTECTIVE GUARDS FOR CLOCKS	FACILITIES MAINTENANCE	01	3,250.00
P18-01832	CITY OF SACRAMENTO REVENUE DIV ISION	FALSE ALARM FRUITRIDGE PRESCHOOL	CHILD DEVELOPMENT PROGRAMS	12	204.00
P18-01833	DOWNEY BRAND LLP	LEGAL SERVICES RENDERED THROUGH SEPTEMBER 30TH	ADMIN-LEGAL COUNSEL	01	684.00
P18-01834	COASTAL MARINE BIOLABS	BIOLAB MATERIALS	LUTHER BURBANK HIGH SCHOOL	01	1,200.00
P18-01835	SUNOPTICS	SAC HI: SKY LIGHT REPLACEMENT GLASS	FACILITIES MAINTENANCE	01	1,130.13

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P18-01836	SACRAMENTO REGIONAL TRANSIT DISTRICT FARE PREPAYMENT DEPT	BUS PASSES FOR PARENTS - BRAJONA HARRIS	CHILD DEVELOPMENT PROGRAMS	12	140.00
P18-01837	SACRAMENTO COUNTY OFFICE OF ED FINANCIAL SERVICES	NPS-TITLE II SACRED HEART-SCOE	CONSOLIDATED PROGRAMS	01	1,200.00
P18-01838	THE SHADE CARE COMPANY	SAM BRANNAN- REMOVAL OF HACKBERRY TREE	FACILITIES MAINTENANCE	01	1,125.00
P18-01839	VORTEX INDUSTRIES INC	REPAIRS TO GLAZING SHOP ROLL UP DOOR	FACILITIES MAINTENANCE	01	1,988.00
P18-01840	VORTEX INDUSTRIES INC	REPAIRS TO FLY DOORS, VARIOUS SCHOOLS	FACILITIES MAINTENANCE	01	1,241.00
P18-01841	SHOWBIZ EVENT LIGHTING	SECURITY LIGHTS FOR HOMECOMING DANCE	JOHN F. KENNEDY HIGH SCHOOL	01	300.00
P18-01842	EE ATHLETICS LEAGUE	volleyball league invoice 2017	JOHN H. STILL - K-8	01	425.00
P18-01843	DISCOUNT SCHOOL SUPPLY	CLASSROOM SUPPLIES 3RD GRADE	SUSAN B. ANTHONY ELEMENTARY	01	469.24
P18-01844	COUGHLIN, LITZA	F2F UNIFORM SHIRTS FOR NS STAFF	NUTRITION SERVICES DEPARTMENT	13	845.43
P18-01845	BOOKS EN MORE	BOOK ORDER FOR ACADEMIC OFFICE	ACADEMIC OFFICE	01	2,025.14
P18-01846	FOLLETT SCHOOL SOLUTIONS	6TH GRADE CLASS READING	OAK RIDGE ELEMENTARY SCHOOL	01	577.54
P18-01847	HOUGHTON MIFFLIN HARCOURT	READING COUNTS/INVENTORY RENEWAL	BG CHACON ACADEMY	09	2,904.00
P18-01848	OFFICE DEPOT	STOPPAGE MATERIAL (DELIVER TO SCHOOLS IN NOTES)	ACADEMIC OFFICE	01	59,311.26
P18-01849	NWN CORPORATION	HP CHROMEBOOKS AND CART	ENGINEERING AND SCIENCES HS	01	12,159.11
P18-01850	FARMINGTON FRESH	6243 SLICED AND BULK APPLES 11/02/2017	NUTRITION SERVICES DEPARTMENT	13	10,076.75
P18-01851	DAVID J ELLIOT & SON STILLWATER ORCHARDS	6246 GOLDEN BOSC PEARS 11/06/2017	NUTRITION SERVICES DEPARTMENT	13	3,000.00
P18-01852	MENTAL HEALTH CALIFORNIA	Mental Health California Charity Awards Dinner	HEALTH PROFESSIONS HIGH SCHOOL	01	5,000.00
P18-01853	NWN CORPORATION	COMPUTER FOR IRIS TAYLOR, ACADEMIC OFFICE	ACADEMIC OFFICE	01	1,538.82
P18-01854	AG LINK INC	6244 PERSIMMONS 11/06/2017	NUTRITION SERVICES DEPARTMENT	13	2,550.00
P18-01855	EAGLE EYE PRODUCE THE GRAPE GUYS	6245 LUNCH BUNCH GRAPES 11/06/2017	NUTRITION SERVICES DEPARTMENT	13	2,961.75
P18-01856	BROOKWOOD FARMS INC	6223 PULLED PORK BBQ 11/16/2017	NUTRITION SERVICES DEPARTMENT	13	4,455.00
P18-01857	BROOKWOOD FARMS INC	6224 PULL PORK BBQ 12/20/2017	NUTRITION SERVICES DEPARTMENT	13	4,455.00
P18-01858	BROOKWOOD FARMS INC	6226 PULL PORK BBQ 2/2/2018	NUTRITION SERVICES DEPARTMENT	13	4,455.00

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P18-01859	PEARSON CLINICAL ASSESSMENT OR DERING DEPARTMENT	ONE-WORD VOCABULARY KIT (REHFELD)	SPECIAL EDUCATION DEPARTMENT	01	211.36
P18-01860	ASHP	ASHP/ACRREDITATION/PHAR MACY PROGRAM	NEW SKILLS & BUSINESS ED. CTR	11	2,600.00
P18-01861	UPSTATE NIAGARA COOPERATIVE IN C	6231 VARIOUS FLAVOR YOGURT 12/11/2017	NUTRITION SERVICES DEPARTMENT	13	9,408.00
P18-01862	UPSTATE NIAGARA COOPERATIVE IN C	6232 VARIOUS FLAVOR YOGURT 1/22/2018	NUTRITION SERVICES DEPARTMENT	13	9,408.00
P18-01863	FOSTER FARMS FOODSERVICE	6233 CHICKEN STRIPS/CORN DOGS 11/27/2017	NUTRITION SERVICES DEPARTMENT	13	11,593.50
P18-01864	FOSTER FARMS FOODSERVICE	6234 CORN DOGS/ CHICKEN STRIPS 12/11/2017	NUTRITION SERVICES DEPARTMENT	13	11,593.50
P18-01865	FOSTER FARMS FOODSERVICE	6235 CORN DOGS/ CHICKEN STRIPS 1/08/2018	NUTRITION SERVICES DEPARTMENT	13	11,593.50
P18-01866	FOSTER FARMS FOODSERVICE	6236 CORN DOGS/ CHICKEN STRIPS 1/22/2018	NUTRITION SERVICES DEPARTMENT	13	11,593.50
P18-01867	FOSTER FARMS FOODSERVICE	6237 CORN DOG 2/5/2018	NUTRITION SERVICES DEPARTMENT	13	8,401.50
P18-01868	THE TONY ROBERTS COMPANY	6227 GARLIC CHEESE TOAST 12/12/2017	NUTRITION SERVICES DEPARTMENT	13	7,195.20
P18-01869	THE TONY ROBERTS COMPANY	6229 GARLIC CHEESE TOAST 1/23/2018	NUTRITION SERVICES DEPARTMENT	13	7,195.20
P18-01870	SCHWANS FOOD SERVICE INC	6239 BUFFALO CHICKEN PIZZA 11/16/2017	NUTRITION SERVICES DEPARTMENT	13	19,039.20
P18-01871	SNACK-KING CORP	6252 TORTILLA CHIPS 12/12/2017	NUTRITION SERVICES DEPARTMENT	13	6,740.25
P18-01872	B & H PHOTO	CAMCORDER/TRIPOD- JOHN HULL@ LBHS	CAREER & TECHNICAL PREPARATION	01	886.14
P18-01873	AMAZON CREDIT PLAN DEPT 30 - 2 2000248272	READING INTERVENTION BOOKS & STUDENT SEL	WASHINGTON ELEMENTARY SCHOOL	01	334.32
P18-01874	CDW-G C/O PAT HEIN	technology upgrade (SIG)	JOHN H. STILL - K-8	01	44,405.61
P18-01875	CDW-G C/O PAT HEIN	CLASSROOM COMPUTER MONITORS TECHNOLOGY	SUSAN B. ANTHONY ELEMENTARY	01	7,889.88
P18-01876	NWN CORPORATION	CHROMEBOOKS/CHARGING CART - JFK COMPUTER LAB	CAREER & TECHNICAL PREPARATION	01	10,995.74
P18-01877	NWN CORPORATION	CITRIX MAINTENANCE RENEWAL, 11/15/17 - 11/15/18	INFORMATION SERVICES	01	11,880.00
P18-01878	SCUSD/PETTY CASH CAL CARD	RECONCILE CALCARD OCT 6, 2017- J. STYMEIST	CAREER & TECHNICAL PREPARATION	01	1,274.79
P18-01880	GBC GENERAL BINDING CORP	GBC LAMINATOR	FATHER K.B. KENNY	01	379.15
P18-01881	JONES SCHOOL SUPPLY CO INC	JONES AWARD MEDALS/CMA-CST AWARDS ASSEMBLY	FATHER K.B. KENNY	01	978.62
P18-01882	EMC PARADIGM ATTN CUSTOMER CAR E	PHARMACY-BOOKSTORE SALES	NEW SKILLS & BUSINESS ED. CTR	11	8,578.35

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P18-01883	COMMITTEE FOR CHILDREN	COMMITTEE FOR CHILDREN BOOKS	SCHOOL CLIMATE	01	8,028.45
P18-01884	OFFICE DEPOT	TONER FOR STUDENT PRINTER (BWL GRN)	SPECIAL EDUCATION DEPARTMENT	01	3,212.43
P18-01885	LOOKOUT BOOKS	LIBRARY RESOURCE BOOKS	LUTHER BURBANK HIGH SCHOOL	01	243.18
P18-01886	SAGE PUBLICATIONS INC OUTSIDE THE BOX	GIFTED CHILD TODAY PUBLICATION	GIFTED AND TALENTED EDUCATION	01	141.00
P18-01887	NASCO	Science lab upgrade (SIG)	JOHN H. STILL - K-8	01	12,728.04
P18-01888	MOBYMAX LLC	CURRICULUM PROGRAM TO INCREASE READING/LITERACY	WASHINGTON ELEMENTARY SCHOOL	01	99.00
P18-01889	OFFICE DEPOT	CLASSROOM PRINTER (CHATMAN)	SPECIAL EDUCATION DEPARTMENT	01	57.15
P18-01890	OFFICE DEPOT	PRINTER/CHARGING STATION	CALIFORNIA MIDDLE SCHOOL	01	565.59
P18-01891	COMTECH COMMUNICATIONS INC	PURCHASE OF THREE MOTOROLA RADIOS	SUCCESS ACADEMY	01	1,154.67
P18-01892	SCHOOL OUTFITTERS DBA FAT CATA LOG	ASSESSMENT CENTER FURNITURE	SPECIAL EDUCATION DEPARTMENT	01	732.83
P18-01893	SUPER DUPER PUBLICATIONS	SPEECH MATERIALS (HUITT)	SPECIAL EDUCATION DEPARTMENT	01	234.09
P18-01894	OFFICE DEPOT	DRY ERASE MINI WHITEBOARDS	CALIFORNIA MIDDLE SCHOOL	01	687.92
P18-01895	SCHOOL SPECIALTY EDUCATION DAN A MCADAMS TERRITORY MGR	ART TEACHER SUPPLIES	PARKWAY ELEMENTARY SCHOOL	01	2,095.01
P18-01896	SUPER DUPER PUBLICATIONS	SPEECH MTRLs FOR STUDENT (VOSSELER)	SPECIAL EDUCATION DEPARTMENT	01	165.20
P18-01897	CDW-G C/O PAT HEIN	PROJECTORS FOR CLASSROOM INSTRUCTION	WILLIAM LAND ELEMENTARY	01	1,058.69
P18-01898	LIFE ASSIST INC	NUR ASST PROG- BP PROS COMBO	NEW SKILLS & BUSINESS ED. CTR	11	828.11
P18-01899	TAMS-WITMARK MUSIC LIBRARY INC	YOUNG PERFORMERS BOOKS	CALIFORNIA MIDDLE SCHOOL	01	73.21
P18-01900	MOORE MEDICAL CORP ACCT 171864 7	MEDICAL SUPPLIES-STUDENT HEALTH & HYGIENE	KIT CARSON INTL ACADEMY	01	152.58
P18-01901	SUPPLY WORKS	HAND SANITIZER-STUDENT HEALTH & HYGIENE	KIT CARSON INTL ACADEMY	01	128.60
P18-01902	BRIGHT WHITE PAPER CO	COLD LAMINATE- SPANISH DEPT INSTRUCT SUPPLIES	KIT CARSON INTL ACADEMY	01	47.16
P18-01903	ACHIEVEMENT PRODUCTS INC	DISABILITY INST MTLs - LAURI MAYFIELD	CHILD DEVELOPMENT PROGRAMS	12	100.95
P18-01904	ALL WEST COACHLINES INC	TRANSPORTATION FOR CJA PROGRAM 10-18-17	JOHN F. KENNEDY HIGH SCHOOL	01	1,058.75
P18-01905	ZAHOUREK SYSTEMS, INC	Student Work Stations Bundle's	HEALTH PROFESSIONS HIGH SCHOOL	01	14,674.67
P18-01906	NWN CORPORATION	Chromebooks/Carts for School Sites	ACADEMIC OFFICE	01	296,836.26

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P18-01907	CDW-G C/O PAT HEIN	DOCUMENT CAMERAS	ABRAHAM LINCOLN ELEMENTARY	01	491.38
P18-01908	NWN CORPORATION	Classroom technology	CAROLINE WENZEL ELEMENTARY	01	23,726.66
P18-01909	NWN CORPORATION	PRINTERS FOR LABS IN CLASSROOMS	JOHN F. KENNEDY HIGH SCHOOL	01	2,286.24
P18-01910	NWN CORPORATION	PROJECTORS	ABRAHAM LINCOLN ELEMENTARY	01	1,685.45
P18-01911	AMAZON CREDIT PLAN DEPT 30 - 2 2000248272	SAFETY VEST FOR CAMPUS MONITORS	WILL C. WOOD MIDDLE SCHOOL	01	29.68
P18-01912	NWN CORPORATION	COMPUTER FOR ICORRIE BUCKMASTER, ACADEMIC OFFICE	ACADEMIC OFFICE	01	1,539.32
P18-01913	AMAZON CREDIT PLAN DEPT 30 - 2 2000248272	IPAD CASE/SCREEN PROTECTOR (BURNS)	SP ED - TECHNOLOGIST	01	56.08
P18-01914	AMAZON CREDIT PLAN DEPT 30 - 2 2000248272	ANSWERING MACHINE FOR CPH	SPECIAL EDUCATION DEPARTMENT	01	90.76
P18-01915	AMAZON CREDIT PLAN DEPT 30 - 2 2000248272	I-PAD CASE (O. SHEEHY)	SP ED - TECHNOLOGIST	01	52.00
P18-01916	NWN CORPORATION	EPSON POWERLITE 97H XGA 3LCD PROJECTORS - FRY	JOHN F. KENNEDY HIGH SCHOOL	01	1,685.45
P18-01917	NWN CORPORATION	CHROMEBOOK (A. NAKAMURA)	SP ED - TECHNOLOGIST	01	289.24
P18-01918	NWN CORPORATION	CHROMEBOOK (B. VINDING WEST CAMPUS)	SP ED - TECHNOLOGIST	01	250.02
P18-01919	SCHWANS FOOD SERVICE INC	6242 PIZZA VARIOUS FLAVORS 1/25/2018	NUTRITION SERVICES DEPARTMENT	13	23,349.56
P18-01920	SCHWANS FOOD SERVICE INC	6240 VARIOUS FLAVORS PIZZA 12/05/2017	NUTRITION SERVICES DEPARTMENT	13	14,689.20
P18-01921	SNACK-KING CORP	6251 TORTILLA CHIPS 11/28/2017	NUTRITION SERVICES DEPARTMENT	13	6,740.25
P18-01922	SNACK-KING CORP	6253 CHEESE PUFFS/TORTILLA CHIPS 1/09/2017	NUTRITION SERVICES DEPARTMENT	13	13,340.25
P18-01923	AMAZON CREDIT PLAN DEPT 30 - 2 2000248272	READING BOOKS (RSP MESTIDIO)	SPECIAL EDUCATION DEPARTMENT	01	156.88
P18-01924	WESTERN CONTRACT FURNISHERS IN	ACADEMIC OFC RELOCATION CUBICLE PANELS	FACILITIES MAINTENANCE	21	97,232.55
P18-01925	NWN CORPORATION	INKJET PRINTER INK	PETER BURNETT ELEMENTARY	01	2,356.44
P18-01926	SUPPLY WORKS	HEALTH SUPPLIES	SPECIAL EDUCATION DEPARTMENT	01	1,777.57
P18-01927	SPORT SUPPLY GROUP, INC.	US.GAMES.COM	LEATAATA FLOYD ELEMENTARY	01	478.58
P18-01928	LAKESHORE LEARNING CORP ATTENTION: JON BELL	HEADPHONES FOR STUDENTS	WOODBINE ELEMENTARY SCHOOL	01	1,061.28
P18-01929	CDW-G C/O PAT HEIN	BATTERIES FOR WALKIE TALKIES	NICHOLAS ELEMENTARY SCHOOL	01	200.83

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P18-01930	MHS	ASRS KIT (ADAM FRANK)	SPECIAL EDUCATION DEPARTMENT	01	1,472.69
P18-01931	OFFICE DEPOT	ADMIN OFFICE FURNITURE	HIRAM W. JOHNSON HIGH SCHOOL	01	885.96
P18-01933	MOORE MEDICAL CORP ACCT 171864 7	MOORE MEDICAL	LEATAATA FLOYD ELEMENTARY	01	390.42
P18-01934	HUGHES HARDWOOD OF RANCHO CORD OVA	INTERGRATED UNIT 12TH GRADE	ENGINEERING AND SCIENCES HS	01	211.97
P18-01935	IFIXIT	IFIXIT TOOL KITS FOR (8) SITE TECHS	INFORMATION SERVICES	01	533.42
P18-01936	TOLEDO PHYSICAL ED SUPPLY INC	P.E. EQUIPMENT	ABRAHAM LINCOLN ELEMENTARY	01	407.68
P18-01937	PEARSON CLINICAL ASSESSMENT OR DERING DEPARTMENT	CELF-4 SPANISH 9-21	SPECIAL EDUCATION DEPARTMENT	01	199.94
P18-01938	SWEETWATER ATTN: JIM SWAIN	SPEAKER,SPEAKER CABLES,MICROPHONE CABLES	CALIFORNIA MIDDLE SCHOOL	01	690.58
P18-01939	APPLE INC	I-PAD (STUDENT: O. SHEEHY)	SP ED - TECHNOLOGIST	01	477.67
P18-01940	SUPPLY WORKS	AFTER SCHOOL CUSTODIAL SUPPLIES	MARK TWAIN ELEMENTARY SCHOOL	01	553.27
P18-01941	SUPPLY WORKS	AFTER SCHOOL CUSTODIAL SUPPLIES	WOODBINE ELEMENTARY SCHOOL	01	704.87
P18-01942	SUPPLY WORKS	PRESCHOOL PROGRAM SUPPLIES	JAMES W MARSHALL ELEMENTARY	01	300.54
P18-01943	SUPPLY WORKS	AFTER SCHOOL CUSTODIAL SUPPLIES	JAMES W MARSHALL ELEMENTARY	01	799.88
P18-01944	RYONET CORPORATION	SUPPLIES FOR PROJECT FOR ART CLASS	NEW TECH	09	496.55
P18-01945	SUPPLY WORKS	AFTER SCHOOL CUSTODIAL SUPPLIES	JOHN CABRILLO ELEMENTARY	01	777.31
P18-01946	RISO PRODUCTS OF SACRAMENTO	RISO SUPPLIES	O. W. ERLEWINE ELEMENTARY	01	135.77
P18-01947	SUPPLY WORKS	AFTER SCHOOL CUSTODIAL SUPPLIES	A. M. WINN ELEMENTARY SCHOOL	01	838.77
P18-01948	AMAZON CREDIT PLAN DEPT 30 - 2 2000248272	POWER CORD FOR LAPTOP - JOHN PEREZ	CHILD DEVELOPMENT PROGRAMS	12	24.22
P18-01949	AMAZON CREDIT PLAN DEPT 30 - 2 2000248272	CHROMEBOOK COVER (BLAKE VINDING)	SP ED - TECHNOLOGIST	01	25.02
P18-01950	VIRCO MANUFACTURING CORP	HEALTH PROFESSIONS - CLASSROOM FURNITURE	LEARNING SUPPORT UNIT B	01	3,710.72
P18-01951	BOOKS EN MORE	BOOK ORDER FOR ACADEMIC OFFICE	ACADEMIC OFFICE	01	2,321.25
P18-01952	SCHWANS FOOD SERVICE INC	6241 PIZZA VARIOUS FLAVOR 12/14/2017	NUTRITION SERVICES DEPARTMENT	13	17,449.20
P18-01953	DANIELSEN CO INC	6269 FRUIT CUPS 11/14/17	NUTRITION SERVICES DEPARTMENT	13	8,385.65
P18-01954	ECOLAB INC	6271 SANITIZER, SOAP 11/29/17	NUTRITION SERVICES DEPARTMENT	13	17,723.55

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PO Number	Vendor Name	Description	Location	Fund	Account Amount
P18-01955	20TH CENTURY FOOD PRODUCTS	6272 RANCH DRESSING 11/14/2017	NUTRITION SERVICES DEPARTMENT	13	5,169.75
P18-01956	BONGARDS CREAMERIES	6273 CHEESE STICKS 11/17/17	NUTRITION SERVICES DEPARTMENT	13	4,363.64
P18-01957	LINGS	6274 SWEET & SOUR CHICKEN 11/16/17	NUTRITION SERVICES DEPARTMENT	13	10,869.60
P18-01958	GENERAL MILLS	6277 SNACK CRACKERS 11/15/17	NUTRITION SERVICES DEPARTMENT	13	17,457.75
P18-01959	JSB INDUSTRIES	6278 SUNBUTTER SANDWICHES 11/16/2017	NUTRITION SERVICES DEPARTMENT	13	15,513.00
P18-01960	FARMINGTON FRESH	6279 SLICED AND BULK APPLES 11/13/2017	NUTRITION SERVICES DEPARTMENT	13	5,900.39
P18-01961	CURTIS MILLER dba MILLER'S CIT RUS GROVE	6280 FRESH MANDARINS 11/9/17	NUTRITION SERVICES DEPARTMENT	13	4,125.00
P18-01962	EAGLE EYE PRODUCE THE GRAPE GU YS	6281 LUNCH BUNCH GRAPES 11/13/2017	NUTRITION SERVICES DEPARTMENT	13	3,231.00
P18-01963	DEL MONTE, INC	6283 PEAR CUPS, CARROT COINS 11/29/2017	NUTRITION SERVICES DEPARTMENT	13	10,643.11
P18-01964	BUNZL DISTRIBUTION CA LLC	6264 PAPER SUPPLIES 11/08/2017	NUTRITION SERVICES DEPARTMENT	13	3,431.53
P18-01965	APPLE & EVE	6261 VARIOUS FLAVOR JUICE 11/14/2014	NUTRITION SERVICES DEPARTMENT	13	22,843.68
P18-01966	DON LEE FARMS	6265 BEEF STEAK BURGER 11/16/2017	NUTRITION SERVICES DEPARTMENT	13	17,601.37
P18-01967	SUNWEST FOODS INC	6248 HAWAIIAN BROWN RICE 11/30/2017	NUTRITION SERVICES DEPARTMENT	13	3,611.00
P18-01968	SUNWEST FOODS INC	6249 HAWAIIAN BROWN RICE 12/20/2017	NUTRITION SERVICES DEPARTMENT	13	3,612.00
P18-01969	SUNWEST FOODS INC	6250 HAWAIIAN BROWN RICE 1/31/2018	NUTRITION SERVICES DEPARTMENT	13	3,612.00
P18-01970	OG GEAR COMPANY	WRESTLING UNIFORMS	HIRAM W. JOHNSON HIGH SCHOOL	01	1,555.13
P18-01971	INTERVENTION SOLUTIONS GROUP	TEACHING MANUALS	HIRAM W. JOHNSON HIGH SCHOOL	01	4,656.76
P18-01972	PERFECTION LEARNING CORP	WLD HISTORY AP EXAMS STUDY GUIDES	HIRAM W. JOHNSON HIGH SCHOOL	01	801.97
P18-01973	DEMCO INC	LIBRARY INSTRUCTIONAL PRESERVATION SUPPLIES	KIT CARSON INTL ACADEMY	01	85.03
P18-01974	TRIMARK ECONOMY RESTAURANT FIX TURES	FOOD WARMERS FOR ELDER CREEK & SBA ELEM	NUTRITION SERVICES DEPARTMENT	13	7,930.40
P18-01975	AMAZON CREDIT PLAN DEPT 30 - 2 2000248272	SIMS & SINGLEY TEACHERS GUIDES	HIRAM W. JOHNSON HIGH SCHOOL	01	68.19
P18-01976	SUPPLY WORKS	AFTER SCHOOL CUSTODIAL SUPPLIES	TAHOE ELEMENTARY SCHOOL	01	905.46
P18-01977	APPLE INC	APPLE MACBOOKS	BG CHACON ACADEMY	09	178,027.73
P18-01978	AMAZON CREDIT PLAN DEPT 30 - 2 2000248272	RPLCMNT PUNCH HD KIT & SCALES	KIT CARSON INTL ACADEMY	01	119.31
P18-01980	PANERA BREAD COMPANY	CENTRAL KITCHEN EQUIP PLAN MTNG -CATERING 10/26/17	NUTRITION SERVICES DEPARTMENT	13	130.25

\*\*\* See the last page for criteria limiting the report detail.

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Includes Purchase Orders dated 10/15/2017 - 11/14/2017 \*\*\*

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P18-01981	SAENZ LANDSCAPE CONSTRUCTION	0495-424 WILL C WOOD WATER HARVEST SYS-CONST SERV	FACILITIES SUPPORT SERVICES	21	19,138.90
P18-01982	MSI- MECHANICAL SYSTEMS	0594-402 A WARREN MCCLASKEY HVAC-EQUIP INSTALL	FACILITIES MAINTENANCE	21	13,270.00
P18-01983	UNIVERSITY OF OREGON EDUC AND COMMUNITY SUP	PBIS APPS	LEATAATA FLOYD ELEMENTARY	01	350.00
P18-01985	SCUSD	SCHOOL SIGNS 2018	BG CHACON ACADEMY	09	497.65
P18-01986	COLLEGE BOARD	COLLEGE BOARD 2017-2018 MEMBERSHIP DUES	GIFTED AND TALENTED EDUCATION	01	400.00
P18-01987	CHAD SUTHERLAND	COMPENSATORY PAYMENT	SPECIAL EDUCATION DEPARTMENT	01	500.00
P18-01988	LEON WILLIS JR DBA Sledge Hammer Graffix	SOCCER & BASKETBALL PRACTICE GEAR	HIRAM W. JOHNSON HIGH SCHOOL	01	4,494.09
P18-01989	West Coast Arborists, Inc.	TREE SERVICE - CROCKER/RIVERSIDE ES	FACILITIES MAINTENANCE	01	13,350.00
P18-01990	TROPHY CENTER	PLAQUES	FACILITIES MAINTENANCE	01	168.83
P18-01991	PERFORMANCE CONTRACTING INC.	HVAC MTRL'S AND LABOR FOR MCCLATCHY AND LANG ACDMY	FACILITIES MAINTENANCE	01	2,750.00
P18-01992	ELK GROVE UNIFIED SCHOOL DIST - ATTN A/R	FIELD TRIP BUS INVOICE: EGUSD	AREA ASSISTANT SUPERINTENDENT	01	1,949.91
P18-01993	AJ'S CONCRETE & LANDSCAPE CONTRACTORS	0108-409 ETHEL BAKER CSR POT UPGRADES-CONST	FACILITIES SUPPORT SERVICES	21	18,765.00
P18-01994	CLEAR GRAPHICS AND PRINTING	Graphics and Printing for Recruitment Events	THE MET	09	763.86
P18-01995	AMERICAN RIVER NATURAL HISTORY ASSOCIATION	5TH GRD EFFIE YEAW NATURE CTR	NEW JOSEPH BONNHEIM	09	165.00
P18-01996	MSI- MECHANICAL SYSTEMS	0359-416 TAHOE HVAC FOR MP-INSTALL UNIT	FACILITIES MAINTENANCE	21	21,270.00
P18-01997	WIREMAN FENCE PRODUCTS	FRONT OF SUSAN B ANTHONY	FACILITIES MAINTENANCE	01	803.76
P18-01998	ACME CONSTRUCTION SUPPLY	ROOFTOP JACKS, VARIOUS LOCATIONS	FACILITIES MAINTENANCE	01	1,580.45
P18-01999	ERIN HANSON	READING INTERVENTION SYSTEM	SPECIAL EDUCATION DEPARTMENT	01	1,176.59
P18-02000	REBECCA BRYANT	WORK STOPPAGE CURRICULUM	SPECIAL EDUCATION DEPARTMENT	01	3,865.92
P18-02001	OFFICE DEPOT	FILE CABINETS / STUDENT SUPPORT CENTER	H.W. HARKNESS ELEMENTARY	01	141.24
P18-02002	OFFICE DEPOT	EARBUDS / SAMUELS	H.W. HARKNESS ELEMENTARY	01	59.75
P18-02003	RISO PRODUCTS OF SACRAMENTO	RISO DUPLICATING SUPPLIES	GOLDEN EMPIRE ELEMENTARY	01	482.72
P18-02004	CURRICULUM ASSOCIATES LLC	READY CCSS MATERIALS/4TH & 5TH GRADE	H.W. HARKNESS ELEMENTARY	01	875.96

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Includes Purchase Orders dated 10/15/2017 - 11/14/2017 \*\*\*

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P18-02005	LAKESHORE LEARNING CORP ATTENTION: JON BELL	STUDENT NAME TAGS / MICHEL	H.W. HARKNESS ELEMENTARY	01	57.71
P18-02006	RISO PRODUCTS OF SACRAMENTO	RISO INK & EZ MASTER ORDER	PACIFIC ELEMENTARY SCHOOL	01	339.41
P18-02007	DEMCO INC	LIBRARY SUPPLIES	C. K. McCLATCHY HIGH SCHOOL	01	408.58
P18-02008	CENTER FOR THE COLLABORATIVE CLASSROOM	SIPPS CLASS PACKAGE	H.W. HARKNESS ELEMENTARY	01	639.38
P18-02009	OFFICE DEPOT	AWARE-YMHFA TRAINING	INTEGRATED COMMUNITY SERVICES	01	62.55
P18-02010	ULINE ATTN ACCOUNTS RECEIVABLE	CARGO STRAPS FOR WHSE	NUTRITION SERVICES DEPARTMENT	01	137.74
				13	200.00
P18-02011	BSN SPORTS	BOYS SOCCER UNIFORMS	LUTHER BURBANK HIGH SCHOOL	01	2,473.32
P18-02012	ZONAR SYSTEMS INC	OPERATOR CARDS FOR WHSE/SUPPER DRIVERS	NUTRITION SERVICES DEPARTMENT	13	141.59
P18-02013	SYSCO FOOD SVCS OF SACRAMENTO	6255-01 LATEX GLOVES AND SOS PADS 11/09/2017	NUTRITION SERVICES DEPARTMENT	13	1,206.77
P18-02014	GOLD STAR FOODS INC	6290 CROISSANTS 12/1/17	NUTRITION SERVICES DEPARTMENT	13	4,116.42
P18-02015	LA TAPATIA TORTILLERIA INC	6294 TACO SHELLS 11/28/2017	NUTRITION SERVICES DEPARTMENT	13	4,767.75
P18-02016	P & R PAPER SUPPLY COMPANY	6300 WRAP AND POLY BAGS 11/27/2017	NUTRITION SERVICES DEPARTMENT	13	2,179.34
P18-02017	RISO PRODUCTS OF SACRAMENTO	RISO RENEWAL MAINTENANCE AGREEMENT	H.W. HARKNESS ELEMENTARY	01	425.00
P18-02018	LAKESHORE LEARNING CORP ATTENTION: JON BELL	STUDENT OF THE MONTH PROJECT	ELDER CREEK ELEMENTARY SCHOOL	01	462.62
P18-02019	NWN CORPORATION	PC SMALL FORM FACTOR-LIBRARY	KIT CARSON INTL ACADEMY	01	879.15
P18-02020	NWN CORPORATION	DESKTOP FOR BWL GREE SPCH (WEST)	SPECIAL EDUCATION DEPARTMENT	01	805.64
P18-02021	TASTY BRANDS LLC	6267 SANDWICHES AND TOAST 11/20/2017	NUTRITION SERVICES DEPARTMENT	13	19,420.76
P18-02022	TASTY BRANDS LLC	6268 LUNCH KITS AND SANDWICHES 12/25/2017	NUTRITION SERVICES DEPARTMENT	13	27,366.66
P18-02023	BESTWAY SANDWICHES INC	6284 FRESH TURKEY & CHEESE SANDWICHES 12/6/17	NUTRITION SERVICES DEPARTMENT	13	6,120.00
P18-02024	BESTWAY SANDWICHES INC	6285 FRESH CHICKEN SALAD SANDWICHES 12/13/17	NUTRITION SERVICES DEPARTMENT	13	6,120.00
P18-02025	ANCHANA INTERNATIONAL INC	6286 PINEAPPLE TIDBITS CUPS 12/4/17	NUTRITION SERVICES DEPARTMENT	13	12,564.00
P18-02026	JENNIE-O TURKEY STORE	6287 TURKEY & GRAVY 11/14/17	NUTRITION SERVICES DEPARTMENT	13	10,080.00

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## Includes Purchase Orders dated 10/15/2017 - 11/14/2017 \*\*\*

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P18-02027	SYSCO FOOD SVCS OF SACRAMENTO	6254 PAN LINERS/ BUN PAN BAGS 11/16/2017	NUTRITION SERVICES DEPARTMENT	13	7,296.03
P18-02028	PILGRIM'S PRIDE CORPORATION	6288 BREADED CHICKEN 11/30/17	NUTRITION SERVICES DEPARTMENT	13	8,190.00
P18-02029	PILGRIM'S PRIDE CORPORATION	6289 BREADED CHICKEN 12/13/17	NUTRITION SERVICES DEPARTMENT	13	8,979.34
P18-02030	SYSCO FOOD SVCS OF SACRAMENTO	6255 CONDIMENTS/ NAVY BEANS/ BROCCOLI 11/09/2017	NUTRITION SERVICES DEPARTMENT	13	11,867.28
P18-02031	GOLD STAR FOODS INC	6291 CROISSANTS, SALSA, CRACKERS 12/14/17	NUTRITION SERVICES DEPARTMENT	13	20,568.00
P18-02032	INTEGRATED FOOD SERVICE	6292 TACO MEAT 11/28/17	NUTRITION SERVICES DEPARTMENT	13	13,068.00
P18-02033	INTEGRATED FOOD SERVICE	6293 TACO MEAT 12/19/17	NUTRITION SERVICES DEPARTMENT	13	13,068.00
P18-02034	SYSCO FOOD SVCS OF SACRAMENTO	6256 CONDIMENTS/ REFRIED BEANS 11/14/2017	NUTRITION SERVICES DEPARTMENT	13	18,520.15
P18-02035	LAND O LAKES INC	6295 CHEESE CUBES, STRING CHEESE 11/17/2017	NUTRITION SERVICES DEPARTMENT	13	8,499.75
P18-02036	PRIDE OF IOWA	6296 TRKY & CHSE SANDWICHES 11/29/2017	NUTRITION SERVICES DEPARTMENT	13	5,300.00
P18-02037	PRIDE OF IOWA	6297 TRKY & CHSE SANDWICHES 12/13/2017	NUTRITION SERVICES DEPARTMENT	13	5,375.00
P18-02038	APPLE & EVE	6262 VARIOUS FLAVOR JUICE 12/06/2017	NUTRITION SERVICES DEPARTMENT	13	22,843.68
P18-02039	CURRICULUM ASSOCIATES LLC	IREADY CURRICULUM	ETHEL I. BAKER ELEMENTARY	01	19,900.00
P18-02040	CURRICULUM ASSOCIATES LLC	I READY COMMON CORE RE-ORDER	EARL WARREN ELEMENTARY SCHOOL	01	608.65
P18-02041	EXPLORELEARNING	ON-LINE SCIENCE LAB LICENSE	LUTHER BURBANK HIGH SCHOOL	01	947.19
P18-02042	DISCOUNT SCHOOL SUPPLY	SUPPLIES FOR PE	MARK TWAIN ELEMENTARY SCHOOL	01	170.73
P18-02043	RISO PRODUCTS OF SACRAMENTO	RISO AGREEMENT 12/12/2017 - 12/11/2018	WILL C. WOOD MIDDLE SCHOOL	01	135.00
P18-02044	THE PENNYWHISTLE PLAYERS SACRA MENTO CITY COLLEGE	FALL PENNYWHISTLE PERFORMANCE ASSEMBLY	GOLDEN EMPIRE ELEMENTARY	01	150.00
P18-02045	APPLE INC	I-PAD & CASE (H. BURNS)	SP ED - TECHNOLOGIST	01	427.67
P18-02046	SYSCO FOOD SVCS OF SACRAMENTO	6257 CONDIMENTS/GOLDFISH PRETZELS 11/28/2017	NUTRITION SERVICES DEPARTMENT	13	10,879.90
P18-02047	CURTIS MILLER dba MILLER'S CIT RUS GROVE	6302 FRESH MANDARINS 11/17/17	NUTRITION SERVICES DEPARTMENT	13	4,812.50
P18-02048	K LOG SCHOOL DIVISION WS-352	Purchasing Chairs for school office	MARK TWAIN ELEMENTARY SCHOOL	01	557.03
P18-02049	ERNEST PACKAGING SOLUTIONS	Boxes for K-12 Library and Curriculum Shipouts	LIBRARY/TEXTBOOK SERVICES	01	367.86
P18-02050	BARNES & NOBLE BOOKSTORE	INSTRUCTIONAL MATERIALS	SAM BRANNAN MIDDLE SCHOOL	01	65.23

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Includes Purchase Orders dated 10/15/2017 - 11/14/2017 \*\*\*

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P18-02051	AMAZON CREDIT PLAN DEPT 30 - 2 2000248272	GARMENT RACK	CESAR CHAVEZ INTERMEDIATE	01	75.63
P18-02052	KLINE MUSIC INC	Musical Instrumental support for students	BRET HARTE ELEMENTARY SCHOOL	01	841.62
P18-02053	DEMCO INC	LIBRARY SUPPLIES	PARKWAY ELEMENTARY SCHOOL	01	437.18
P18-02054	DISCOUNT SCHOOL SUPPLY	COAT LOCKER - SUZIE VANG	CHILD DEVELOPMENT PROGRAMS	12	1,099.56
P18-02055	LAKESHORE LEARNING CORP ATTENT ION: JON BELL	PRIVACY PARTITION	WOODBINE ELEMENTARY SCHOOL	01	141.35
P18-02056	GALLS INC	METAL DETECTORS FOR SCHOOL ACTIVITIES	C. K. McCLATCHY HIGH SCHOOL	01	490.34
P18-02057	KAPLAN EARLY LEARNING COMPANY ACCT. #630500	CCP-INST MTLS - JACKIE PEIFER	CHILD DEVELOPMENT PROGRAMS	12	249.75
P18-02058	MCMASTER CARR SUPPLY CO	11 GRADE INTEREGATED UNIT	ENGINEERING AND SCIENCES HS	01	156.38
P18-02059	COMTECH COMMUNICATIONS INC	MOTOROLA RADIOS X 7	MARK TWAIN ELEMENTARY SCHOOL	01	2,667.64
P18-02060	DATA MANAGEMENT INC	STUDENT TARDY SLIPS FOR OFFICE	MARK TWAIN ELEMENTARY SCHOOL	01	185.86
P18-02061	DISCOUNT SCHOOL SUPPLY	INSTRUCTIONAL MATERIAL - HOMEVISIT	CHILD DEVELOPMENT PROGRAMS	12	383.39
P18-02062	TROXELL COMMUNICATIONS INC ATT N: BILL PITZNER	MOVE PROJECTOR TO ANOTHER ROOM FOR CLASS	ISADOR COHEN ELEMENTARY SCHOOL	01	925.00
P18-02063	STONEWARE INC	SOFTWARE FOR CLASSROOM MANAGEMENT	LUTHER BURBANK HIGH SCHOOL	01	492.54
P18-02064	BATTERY SYSTEMS #07	BATTERIES FOR JFK AUTO-SCRUBBER	JOHN F. KENNEDY HIGH SCHOOL	01	546.38
P18-02065	SAFETYVILLE USA	1ST/2ND GR SAFETYVILLE USA	NEW JOSEPH BONNHEIM	09	318.00
P18-02066	RISO PRODUCTS OF SACRAMENTO	RISO INK AND MASTERS	JOHN CABRILLO ELEMENTARY	01	476.30
P18-02067	ORIENTAL TRADING CO INC	INST MATERIAL FOR HV/PLAYGROUP	CHILD DEVELOPMENT PROGRAMS	12	168.92
P18-02068	TOPS PEN COMPANY	PARKWAY TSHIRT ORDERS; INVOICE PAYMENT ONLY	PARKWAY ELEMENTARY SCHOOL	01	1,874.86
P18-02069	BATTERY SYSTEMS #07	BATTERIES FOR SAM BRANNAN AUTO-SCRUBBER	SAM BRANNAN MIDDLE SCHOOL	01	428.86
P18-02070	POWERWERX INC	12 GRADE IU	ENGINEERING AND SCIENCES HS	01	255.57
P18-02071	RISO PRODUCTS OF SACRAMENTO	RISO COPIER MAINTENANCE	SAM BRANNAN MIDDLE SCHOOL	01	476.00
P18-02072	RISO PRODUCTS OF SACRAMENTO	COPIER	CAROLINE WENZEL ELEMENTARY	01	100.00
P18-02073	RISO PRODUCTS OF SACRAMENTO	RISO RZ220 MAINTENANCE AGREEMENT	LUTHER BURBANK HIGH SCHOOL	01	202.00
P18-02074	U S BANK/SCUSD	Mentor Celebration Supplies - PARTY CITY	THE MET	09	444.96

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Includes Purchase Orders dated 10/15/2017 - 11/14/2017 \*\*\*

PO Number	Vendor Name	Description	Location	Fund	Account Amount
P18-02075	BOOKS EN MORE	HISTORY AND SCIENCE BOOKS	HIRAM W. JOHNSON HIGH SCHOOL	01	1,205.14
P18-02076	WOLTERS KLUWER HEALTH	MEDICAL ASSISTANT - RESALE	NEW SKILLS & BUSINESS ED. CTR	11	1,280.69
P18-02077	LAKESHORE LEARNING CORP ATTENT ION: JON BELL	2017 LAKESHORE - RSP	SUSAN B. ANTHONY ELEMENTARY	01	543.17
P18-02078	OFFICE DEPOT	WIRELESS MICROPHONE SYS FOR PRINCIPAL	HIRAM W. JOHNSON HIGH SCHOOL	01	260.05
P18-02079	RISO PRODUCTS OF SACRAMENTO	MASTERS EZ RISO	BG CHACON ACADEMY	09	538.75
P18-02080	ALL WEST COACHLINES INC	Bus for Merced UC Field Trip	HEALTH PROFESSIONS HIGH SCHOOL	01	1,433.85
P18-02081	ALL WEST COACHLINES INC	CJA STUDENT FIELD TRIP TRANSPORTATION	C. K. McCLATCHY HIGH SCHOOL	01	1,241.45
P18-02082	ALL WEST COACHLINES INC	Field trip to Oakland, Bus Invoice	HEALTH PROFESSIONS HIGH SCHOOL	01	2,422.90
P18-02083	SEIZE THE DAY COLLEGE TOURS AT TN: LISA LANDRY	College Tour to CSU San Fran and UC Berkeley	THE MET	09	5,100.00
P18-02084	MUSIC PERFORMANCE TRUST FUNDS	PHIL TULGA ASSEMBLY	GOLDEN EMPIRE ELEMENTARY	01	362.50
Total Number of POs			640	Total	5,958,922.80

## Fund Recap

Fund	Description	PO Count	Amount
01	General Fund	460	4,199,664.65
09	Charter School	17	203,581.81
11	Adult Education	9	21,292.17
12	Child Development	25	17,499.15
13	Cafeteria	112	1,143,519.84
21	Building Fund	16	334,649.79
25	Developer Fees	1	38,500.00
67	Self Insurance	1	215.39
Total			5,958,922.80

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Includes Purchase Orders dated 10/15/2017 - 11/14/2017 \*\*\*

## PO Changes

	New PO Amount	Fund/ Object	Description	Change Amount
B18-00088	5,500.00	01-4320	General Fund/Non-Instructional Materials/Su	4,000.00-
B18-00091	9,000.00	01-4320	General Fund/Non-Instructional Materials/Su	4,000.00
B18-00120	2,500.00	01-4320	General Fund/Non-Instructional Materials/Su	1,351.35
B18-00130	1,500.00	01-4320	General Fund/Non-Instructional Materials/Su	500.00
B18-00135	14,891.00	01-4320	General Fund/Non-Instructional Materials/Su	2,315.44-
B18-00137	1,000.00	01-4320	General Fund/Non-Instructional Materials/Su	1,500.00-
B18-00138	2,847.00	01-4320	General Fund/Non-Instructional Materials/Su	2,000.00-
B18-00146	2,000.00	01-4320	General Fund/Non-Instructional Materials/Su	500.00-
B18-00148	2,062.00	01-4320	General Fund/Non-Instructional Materials/Su	300.00
B18-00275	7,083.24	11-4310	Adult Education/Instructional Materials/Suppli	2,056.46
B18-00387	4,000.00	01-4320	General Fund/Non-Instructional Materials/Su	2,500.00-
B18-00391	2,500.00	01-4320	General Fund/Non-Instructional Materials/Su	500.00
B18-00393	2,000.00	01-4320	General Fund/Non-Instructional Materials/Su	1,000.00
B18-00394	2,300.00	01-5690	General Fund/Other Contracts, Rents, Leases	1,800.00
B18-00444	11,000.00	01-5800	General Fund/Other Contractual Expenses	9,000.00
B18-00475	3,700.00	01-5800	General Fund/Other Contractual Expenses	100.00
B18-00485	2,000.00	01-4310	General Fund/Instructional Materials/Suppli	500.00-
B18-00489	500.00	01-4310	General Fund/Instructional Materials/Suppli	.00
B18-00494	2,500.00	01-4310	General Fund/Instructional Materials/Suppli	500.00-
B18-00509	5,000.00	01-4310	General Fund/Instructional Materials/Suppli	2,000.00-
B18-00623	17,000.00	01-5832	General Fund/Transportation-Field Trips	2,000.00-
B18-00643	1,500.00	01-4310	General Fund/Instructional Materials/Suppli	300.00-
B18-00644	200.00	01-4310	General Fund/Instructional Materials/Suppli	200.00-
B18-00646	200.00	01-4310	General Fund/Instructional Materials/Suppli	50.00-
B18-00680	1,000.00	01-4310	General Fund/Instructional Materials/Suppli	500.00
CHB18-00248	5,500.00	01-4310	General Fund/Instructional Materials/Suppli	2,000.00-
CHB18-00283	7,000.00	01-4310	General Fund/Instructional Materials/Suppli	2,000.00
CHB18-00371	4,500.00	09-4310	Charter School/Instructional Materials/Suppli	1,500.00
CS18-00024	6,307.31	01-5100	General Fund/Subagreements for Services abo	2,807.31
CS18-00069	10,882.78	01-5800	General Fund/Other Contractual Expenses	757.78
CS18-00105	229,604.50	01-5800	General Fund/Other Contractual Expenses	33.00
P18-00738	33,000.00	21-6170	Building Fund/Land Improvement	500.00
P18-01037	1,959.64	01-4410	General Fund/Equipment \$500 - \$4,999	5.41
P18-01198	922.72	01-4410	General Fund/Equipment \$500 - \$4,999	.75-
P18-01214	176,200.06	21-4320	Building Fund/Non-Instructional Materials/Su	32,046.23
P18-01346	3,222.62	13-5800	Cafeteria/Other Contractual Expenses	15.72-
P18-01432	317.77	01-4320	General Fund/Non-Instructional Materials/Su	7.09
			<b>Total PO Changes</b>	<b>40,382.72</b>

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Includes Purchase Orders dated 10/15/2017 - 11/14/2017 \*\*\*

Information is further limited to: (Minimum Amount = (999,999.99))

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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
ENROLLMENT AND ATTENDANCE REPORT  
MONTH 3 ENDING FRIDAY, NOVEMBER 17, 2017  
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				2017-2018 Actual Attendance	Cum Attd	PERCENTAGE 2017-2018
								Days /55 2017-2018	
A M Winn Elementary K-8 Waldorf	39	117	135	25	316	94.82%	300.06	95.30%	
Abraham Lincoln Elementary	89	225	228	6	548	94.19%	520.87	95.03%	
Alice Birney Waldorf-Inspired K8	82	163	179	0	424	96.45%	409.76	96.96%	
Bret Harte Elementary	35	99	107	37	278	92.89%	255.51	93.69%	
Caleb Greenwood	72	232	192	5	501	95.60%	488.62	96.60%	
Camellia Basic Elementary	85	183	177	11	456	97.38%	451.22	98.11%	
Capital City School	1	17	29	0	47	96.86%	40.24	97.83%	
Caroline Wenzel Elementary	38	97	122	52	309	95.36%	293.09	95.70%	
Cesar Chavez ES	0	0	369	14	383	96.22%	371.18	96.32%	
Crocker/Riverside Elementary	96	278	287	0	661	97.08%	639.22	97.54%	
David Lubin Elementary	97	226	214	32	569	94.77%	532.42	95.36%	
Earl Warren Elementary	56	173	190	16	435	95.98%	421.04	96.52%	
Edward Kemble Elementary	162	419	0	13	594	94.90%	569.07	95.59%	
Elder Creek Elementary	90	311	345	0	746	96.79%	720.15	96.87%	
Ethel I Baker Elementary	93	295	297	1	686	94.09%	648.73	95.12%	
Ethel Phillips Elementary	60	203	211	22	496	94.24%	467.20	94.98%	
Father Keith B Kenny K-8 School	47	182	127	0	356	92.87%	329.95	94.29%	
Genevieve Didion Elementary	72	207	219	7	505	97.52%	488.89	97.67%	
Golden Empire Elementary	73	255	271	15	614	96.84%	595.58	96.98%	
H W Harkness Elementary	72	139	143	14	368	94.75%	357.00	95.78%	
Hollywood Park Elementary	48	133	121	44	346	95.20%	333.62	96.04%	
Home/Hospital	13	27	51	8	99	100.00%	31.11	100.00%	
Hubert H. Bancroft Elementary	68	166	170	27	431	94.54%	406.56	95.12%	
Isador Cohen Elementary	24	110	109	19	262	95.15%	253.20	95.04%	
James W Marshall Elementary	49	161	163	22	395	96.37%	377.91	96.40%	
John Bidwell Elementary	48	126	133	14	321	95.36%	299.78	96.26%	
John Cabrillo Elementary	46	133	152	41	372	94.51%	348.80	94.97%	
John D Sloat Elementary	71	78	92	19	260	93.44%	238.93	94.80%	
John H. Still K-8	86	312	272	16	686	93.73%	643.84	94.37%	
John Morse Therapeutic Center	0	0	0	28	28	91.42%	27.16	91.60%	
Leataata Floyd Elementary	47	156	136	10	349	92.53%	332.60	94.04%	
Leonardo da Vinci K - 8 School	120	280	277	37	714	97.10%	699.26	97.69%	
Mark Twain Elementary	38	128	128	29	323	93.32%	305.98	94.66%	
Martin Luther King Jr Elementary	42	126	161	36	365	93.76%	344.62	95.19%	
Matsuyama Elementary	88	250	262	3	603	96.62%	591.04	97.15%	
Nicholas Elementary	83	280	260	23	646	93.96%	620.87	95.11%	
O W Erlewine Elementary	48	115	126	12	301	95.30%	283.04	95.56%	
Oak Ridge Elementary	65	237	215	3	520	93.88%	473.18	94.87%	
Pacific Elementary	139	329	289	0	757	94.79%	703.78	95.01%	
Parkway Elementary School	72	248	216	34	570	94.00%	540.16	94.35%	
Peter Burnett Elementary	69	243	234	26	572	95.75%	544.96	96.41%	
Phoebe A Hearst Elementary	96	288	287	0	671	97.34%	654.80	97.63%	
Pony Express Elementary	48	167	175	7	397	95.77%	383.26	96.31%	
Rosa Parks K-8 School	47	141	157	13	358	93.97%	343.49	95.20%	
Sequoia Elementary	58	170	208	10	446	95.38%	437.86	96.28%	
Success Academy K-8	0	0	12	2	14	90.98%	10.93	89.57%	
Susan B Anthony Elementary	47	145	129	0	321	97.38%	307.46	97.66%	
Sutterville Elementary	72	198	237	8	515	96.61%	489.78	96.79%	
Tahoe Elementary	64	132	128	34	358	94.98%	341.87	95.39%	
Theodore Judah Elementary	96	227	231	25	579	96.24%	556.24	96.56%	
Washington Elementary	67	96	69	0	232	95.08%	220.38	95.39%	
William Land Elementary	55	183	191	0	429	96.47%	419.51	96.95%	
Woodbine Elementary	37	114	102	27	280	93.91%	259.49	94.60%	
TOTAL ELEMENTARY SCHOOLS	3,310	9,320	9,335	847	22,812	95.33%	21,725.24	95.95%	

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
ENROLLMENT AND ATTENDANCE REPORT  
MONTH 3, ENDING FRIDAY, NOVEMBER 17, 2017  
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			2017-2018 Actual Attendance	Cum Attd Days/55	PERCENTAGE 2017-2018
						2017-2018		
A M Winn Elementary K-8 Waldorf	16	17	33	0	33	96.33%	32.38	96.32%
Albert Einstein MS	361	327	688	43	731	95.75%	703.07	96.34%
Alice Birney Waldorf-Inspired K8	48	56	104	0	104	96.46%	101.71	97.47%
California MS	464	440	904	15	919	94.11%	875.60	95.18%
Capital City School	12	17	29	0	29	85.63%	22.25	87.12%
Father Keith B Kenny K-8 School	20	13	33	0	33	98.56%	32.98	96.18%
Fern Bacon MS	366	360	726	19	745	95.59%	719.42	96.13%
Genevieve Didion Elementary	45	57	102	0	102	97.88%	98.80	98.14%
Home/Hospital	14	11	25	4	29	100.00%	9.63	100.00%
John H. Still K-8	121	128	249	26	275	96.15%	264.95	95.94%
John Morse Therapeutic Center	0	0	0	14	14	87.74%	12.85	90.99%
Kit Carson MS	164	165	329	21	350	92.83%	327.96	93.96%
Leonardo da Vinci K - 8 School	73	61	134	19	153	97.21%	148.95	97.59%
Martin Luther King Jr Elementary	43	47	90	0	90	94.59%	87.91	95.65%
Rosa Parks K-8 School	219	209	428	43	471	95.10%	448.75	95.76%
Sam Brannan MS	224	214	438	52	490	94.78%	472.11	95.83%
School of Engineering and Science	131	119	250	0	250	96.68%	243.89	96.57%
Success Academy K-8	2	8	10	0	10	77.89%	7.13	76.86%
Sutter MS	599	571	1170	40	1210	96.98%	1176.71	97.52%
Will C Wood MS	344	319	663	30	693	95.33%	664.95	96.30%
TOTAL MIDDLE SCHOOLS	3,266	3,139	6,405	326	6,731	95.46%	6,451.99	96.15%

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
ENROLLMENT AND ATTENDANCE REPORT  
MONTH 3, ENDING FRIDAY, NOVEMBER 17, 2017  
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				2017-2018 Actual Attendance	Cum Attd Days/55	PERCENTAGE 2017-2018
										2017-2018	
American Legion HS	272	0	0	0	0	272	0	272	83.77%	223.46	86.16%
Arthur A. Benjamin Health Prof	0	50	55	45	30	180	19	199	91.49%	190.00	92.45%
C K McClatchy HS	0	602	572	493	507	2174	89	2263	95.21%	2135.47	95.91%
Capital City School	0	18	41	50	97	206	0	206	86.11%	170.26	86.18%
Hiram W Johnson HS	0	367	343	289	320	1319	163	1482	93.08%	1350.91	93.55%
Home/Hospital	0	17	11	22	3	53	10	63	100.00%	16.78	100.00%
John F Kennedy HS	0	568	536	536	459	2099	105	2204	95.03%	2079.25	95.85%
Kit Carson MS	0	66	33	24	23	146	0	146	95.84%	146.27	96.26%
Luther Burbank HS	0	447	379	383	368	1577	149	1726	93.71%	1613.05	94.60%
Rosemont HS	0	342	349	326	297	1314	93	1407	94.72%	1324.73	95.45%
School of Engineering and Science	0	93	75	63	54	285	0	285	96.06%	274.95	96.13%
The Academy	0	1	10	2	0	13	0	13	77.86%	13.53	81.49%
West Campus HS	0	207	230	198	224	859	0	859	97.62%	844.75	98.07%
<b>TOTAL HIGH SCHOOLS</b>	<b>272</b>	<b>2,778</b>	<b>2,634</b>	<b>2,431</b>	<b>2,382</b>	<b>10,497</b>	<b>628</b>	<b>11,125</b>	<b>94.26%</b>	<b>10,383.39</b>	<b>95.02%</b>

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 3, ENDING FRIDAY, NOVEMBER 17, 2017  
 TRADITIONAL SCHOOLS

DISTRICT TOTALS	TOTAL MONTH- END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
		2017-2018 Actual Attendance	Cum Attd Days/55	PERCENTAGE 2017-2018
			2017-2018	
ELEMENTARY	22,812	95.33%	21,694	95.95%
MIDDLE	6,731	95.46%	6,442	96.15%
HIGH SCHOOL	11,125	94.26%	10,367	95.02%
<b>TOTAL ALL DISTRICT SEGMENTS</b>	<b>40,668</b>	<b>95.06%</b>	<b>38,503</b>	<b>95.73%</b>

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
ENROLLMENT AND ATTENDANCE REPORT  
MONTH 3, ENDING FRIDAY, NOVEMBER 17, 2017  
CHARTER SCHOOLS

2017-2018 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			2017-2018 Actual Attendance	2017-2018	PERCENTAGE 2017-2018
Bowling Green-Mc Coy	67	203	188	0	0	10	468	95.44%	445.95	96.04%
Bowling Green-Chacon	46	163	145	0	0	0	354	96.77%	343.64	97.46%
George W. Carver SAS	0	0	0	0	256	13	269	94.27%	255.36	94.75%
New Joseph Bonnheim Charter	31	138	112	0	0	0	281	94.73%	265.66	96.67%
New Tech High	0	0	0	0	167	3	170	95.49%	159.12	96.81%
The Met High School	0	0	0	0	279	1	280	98.63%	271.66	97.23%
<b>TOTAL DEPENDENT CHARTER SCHOOLS</b>	<b>144</b>	<b>504</b>	<b>445</b>	<b>0</b>	<b>702</b>	<b>27</b>	<b>1,822</b>	<b>95.90%</b>	<b>1,741.38</b>	<b>96.48%</b>

2017-2018 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			2017-2018 Actual Attendance	2017-2018	PERCENTAGE 2017-2018
CA Montessori Project Capitol Campus	42	127	111	46	0	0	326	96.28%	316.56	96.51%
Capitol Collegiate Academy	76	155	110	0	0	0	341	95.42%	331.05	95.71%
Aspire Capitol Heights Academy	48	141	89	0	0	0	278	94.25%	262.23	94.79%
Growth Public Schools	63	46	0	0	0	0	109	91.12%	101.96	90.81%
Language Academy	84	199	200	102	0	0	585	97.40%	568.82	97.45%
Oak Park Prep	0	0	0	138	0	0	138	95.20%	126.44	95.85%
PS 7 Elementary	73	136	210	135	0	0	554	92.98%	522.31	93.97%
Sacramento Charter HS	0	0	0	0	749	0	749	96.16%	744.85	95.87%
Sol Aureus College Preparatory	48	150	120	44	0	0	362	87.95%	287.92	88.99%
Yav Pem Suab Academy	66	194	210	0	0	0	470	96.64%	451.96	96.63%
<b>TOTAL INDEPENDENT CHARTER SCHOOLS</b>	<b>500</b>	<b>1,148</b>	<b>1,050</b>	<b>465</b>	<b>749</b>	<b>-</b>	<b>3,912</b>	<b>94.34%</b>	<b>3,714.10</b>	<b>94.66%</b>

<b>TOTAL CHARTER SCHOOLS</b>	<b>644</b>	<b>1,652</b>	<b>1,495</b>	<b>465</b>	<b>1,451</b>	<b>27</b>	<b>5,734</b>	<b>95.12%</b>	<b>5,455.48</b>	<b>95.57%</b>
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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
 ENROLLMENT AND ATTENDANCE REPORT  
 MONTH 3, ENDING FRIDAY, NOVEMBER 20, 2017  
 ADULT EDUCATION SCHOOLS

ADULT EDUCATION	ENROLLMENT	HOURS EARNED			2017-2018 CUMULATIVE ADA		
		CONCURRENT	OTHER	TOTAL	CONCURRENT	OTHER	TOTAL
A. Warren McClaskey Adult Center	407		20,691.43	20,691.43		171.08	171.08
Charles A. Jones Career & Education Center	587		33,067.09	33,067.09		313.10	313.10
<b>TOTAL ADULT EDUCATION</b>	<b>994</b>		<b>53,758.52</b>	<b>53,758.52</b>		<b>484.18</b>	<b>484.18</b>

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
ENROLLMENT AND ATTENDANCE REPORT  
MONTH 3, ENDING FRIDAY, NOVEMBER 17, 2017  
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	39	37	36	44	38	44	53	291
Abraham Lincoln Elementary	89	84	72	69	80	73	75	542
Alice Birney Waldorf-Inspired K8	82	48	53	62	61	59	59	424
Bret Harte Elementary	35	30	35	34	34	34	39	241
Caleb Greenwood	72	70	66	96	65	64	63	496
Camellia Basic Elementary	85	58	65	60	58	60	59	445
Capital City School	1	7	3	7	8	9	12	47
Caroline Wenzel Elementary	38	40	25	32	40	31	51	257
Cesar Chavez ES	0	0	0	0	108	122	139	369
Crocker/Riverside Elementary	96	94	91	93	96	97	94	661
David Lubin Elementary	97	80	84	62	69	77	68	537
Earl Warren Elementary	56	57	61	55	62	55	73	419
Edward Kemble Elementary	162	156	132	131	0	0	0	581
Elder Creek Elementary	90	105	118	88	112	116	117	746
Ethel I Baker Elementary	93	101	111	83	89	114	94	685
Ethel Phillips Elementary	60	71	63	69	65	84	62	474
Father Keith B Kenny K-8 School	47	66	48	68	41	41	45	356
Genevieve Didion Elementary	72	69	69	69	66	66	87	498
Golden Empire Elementary	73	84	84	87	90	83	98	599
H W Harkness Elementary	72	43	47	49	39	54	50	354
Hollywood Park Elementary	48	38	48	47	42	46	33	302
Home/Hospital	13	14	9	4	16	12	23	91
Hubert H. Bancroft Elementary	68	70	48	48	54	66	50	404
Isador Cohen Elementary	24	31	46	33	41	42	26	243
James W Marshall Elementary	49	48	65	48	44	51	68	373
John Bidwell Elementary	48	39	42	45	41	47	45	307
John Cabrillo Elementary	46	42	44	47	50	47	55	331
John D Sloat Elementary	71	28	29	21	33	26	33	241
John H. Still K-8	86	101	107	104	91	82	99	670
John Morse Therapeutic Center	0	0	0	0	0	0	0	0
Leataata Floyd Elementary	47	53	56	47	40	51	45	339
Leonardo da Vinci K - 8 School	120	95	92	93	96	94	87	677
Mark Twain Elementary	38	45	48	35	38	39	51	294
Martin Luther King Jr Elementary	42	39	52	35	58	41	62	329
Matsuyama Elementary	88	67	92	91	88	91	83	600
Nicholas Elementary	83	89	97	94	66	96	98	623
O W Erlewine Elementary	48	40	37	38	46	39	41	289
Oak Ridge Elementary	65	72	93	72	75	62	78	517
Pacific Elementary	139	119	104	106	99	101	89	757
Parkway Elementary School	72	91	72	85	61	80	75	536
Peter Burnett Elementary	69	90	72	81	64	73	97	546
Phoebe A Hearst Elementary	96	96	96	96	99	94	94	671
Pony Express Elementary	48	42	59	66	52	58	65	390
Rosa Parks K-8 School	47	47	48	46	52	45	60	345
Sequoia Elementary	58	62	57	51	64	64	80	436
Success Academy K-8	0	0	0	0	4	4	4	12
Susan B Anthony Elementary	47	37	66	42	46	41	42	321
Sutterville Elementary	72	59	72	67	61	85	91	507
Tahoe Elementary	64	54	40	38	44	45	39	324
Theodore Judah Elementary	96	88	67	72	77	87	67	554
Washington Elementary	67	48	24	24	26	22	21	232
William Land Elementary	55	63	64	56	75	61	55	429
Woodbine Elementary	37	35	38	41	25	41	36	253
<b>TOTAL</b>	<b>3,310</b>	<b>3,142</b>	<b>3,147</b>	<b>3,031</b>	<b>2,989</b>	<b>3,116</b>	<b>3,230</b>	<b>21,965</b>



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
ENROLLMENT AND ATTENDANCE REPORT  
MONTH 3, ENDING FRIDAY, NOVEMBER 17, 2017  
CUMULATIVE TOTAL ABSENCES

ELEMENTARY	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
A M Winn Elementary K-8 Waldorf	316	813	16503	17316	95.30%
Abraham Lincoln Elementary	548	1499	28648	30147	95.03%
Alice Birney Waldorf-Inspired K8	424	707	22537	23244	96.96%
Bret Harte Elementary	278	947	14053	15000	93.69%
Caleb Greenwood	501	947	26874	27821	96.60%
Camellia Basic Elementary	456	479	24817	25296	98.11%
Capital City School	47	49	2213	2262	97.83%
Caroline Wenzel Elementary	309	724	16120	16844	95.70%
Cesar Chavez ES	383	780	20415	21195	96.32%
Crocker/Riverside Elementary	661	888	35157	36045	97.54%
David Lubin Elementary	569	1425	29283	30708	95.36%
Earl Warren Elementary	435	834	23157	23991	96.52%
Edward Kemble Elementary	594	1445	31299	32744	95.59%
Elder Creek Elementary	746	1281	39608	40889	96.87%
Ethel I Baker Elementary	686	1830	35680	37510	95.12%
Ethel Phillips Elementary	496	1359	25696	27055	94.98%
Father Keith B Kenny K-8 School	356	1098	18147	19245	94.29%
Genevieve Didion Elementary	505	642	26889	27531	97.67%
Golden Empire Elementary	614	1021	32757	33778	96.98%
H W Harkness Elementary	368	866	19635	20501	95.78%
Hollywood Park Elementary	346	757	18349	19106	96.04%
Home/Hospital	99	0	1711.05	1711.05	100.00%
Hubert H. Bancroft Elementary	431	1147	22361	23508	95.12%
Isador Cohen Elementary	262	727	13926	14653	95.04%
James W Marshall Elementary	395	776	20785	21561	96.40%
John Bidwell Elementary	321	640	16488	17128	96.26%
John Cabrillo Elementary	372	1017	19184	20201	94.97%
John D Sloat Elementary	260	721	13141	13862	94.80%
John H. Still K-8	686	2111	35411	37522	94.37%
John Morse Therapeutic Center	28	137	1494	1631	91.60%
Leataata Floyd Elementary	349	1159	18293	19452	94.04%
Leonardo da Vinci K - 8 School	714	910	38459	39369	97.69%
Mark Twain Elementary	323	949	16829	17778	94.66%
Martin Luther King Jr Elementary	365	957	18954	19911	95.19%
Matsuyama Elementary	603	955	32507	33462	97.15%
Nicholas Elementary	646	1757	34148	35905	95.11%
O W Erlewine Elementary	301	724	15567	16291	95.56%
Oak Ridge Elementary	520	1406	26025	27431	94.87%
Pacific Elementary	757	2035	38708	40743	95.01%
Parkway Elementary School	570	1778	29709	31487	94.35%
Peter Burnett Elementary	572	1117	29973	31090	96.41%
Phoebe A Hearst Elementary	671	875	36014	36889	97.63%
Pony Express Elementary	397	807	21079	21886	96.31%
Rosa Parks K-8 School	358	952	18892	19844	95.20%
Sequoia Elementary	446	930	24082	25012	96.28%
Success Academy K-8	14	70	601	671	89.57%
Susan B Anthony Elementary	321	405	16910	17315	97.66%
Sutterville Elementary	515	893	26938	27831	96.79%
Tahoe Elementary	358	909	18803	19712	95.39%
Theodore Judah Elementary	579	1089	30593	31682	96.56%
Washington Elementary	232	586	12121	12707	95.39%
William Land Elementary	429	725	23073	23798	96.95%
Woodbine Elementary	280	815	14272	15087	94.60%
<b>TOTAL</b>	<b>22,812</b>	<b>50,470</b>	<b>1,194,888</b>	<b>1,245,358</b>	<b>95.95%</b>

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
ENROLLMENT AND ATTENDANCE REPORT  
MONTH 3, ENDING FRIDAY, NOVEMBER 17, 2017  
CUMULATIVE TOTAL ABSENCES

MIDDLE	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
A M Winn Elementary K-8 Waldorf	33	68	1781	1849	96.32%
Albert Einstein MS	731	1468	38669	40137	96.34%
Alice Birney Waldorf-Inspired K8	104	145	5594	5739	97.47%
California MS	919	2438	48158	50596	95.18%
Capital City School	29	181	1224	1405	87.12%
Father Keith B Kenny K-8 School	33	72	1814	1886	96.18%
Fern Bacon MS	745	1595	39568	41163	96.13%
Genevieve Didion Elementary	102	103	5434	5537	98.14%
Home/Hospital	29	0	529.75	529.75	100.00%
John H. Still K-8	275	616	14572	15188	95.94%
John Morse Therapeutic Center	14	70	707	777	90.99%
Kit Carson MS	350	1160	18038	19198	93.96%
Leonardo da Vinci K - 8 School	153	202	8192	8394	97.59%
Martin Luther King Jr Elementary	90	220	4835	5055	95.65%
Rosa Parks K-8 School	471	1092	24681	25773	95.76%
Sam Brannan MS	490	1129	25966	27095	95.83%
School of Engineering and Science	250	477	13414	13891	96.57%
Success Academy K-8	10	118	392	510	76.86%
Sutter MS	1210	1646	64719	66365	97.52%
Will C Wood MS	693	1407	36572	37979	96.30%
<b>TOTAL</b>	<b>6,731</b>	<b>14,207</b>	<b>354,860</b>	<b>369,067</b>	<b>96.15%</b>

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT  
ENROLLMENT AND ATTENDANCE REPORT  
MONTH 3, ENDING FRIDAY, NOVEMBER 17, 2017  
CUMULATIVE TOTAL ABSENCES

HIGH SCHOOL	ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
American Legion HS	272	1974	12290	14264	86.16%
Arthur A. Benjamin Health Prof	199	853	10450	11303	92.45%
C K McClatchy HS	2263	5005	117451	122456	95.91%
Capital City School	206	1502	9364	10866	86.18%
Hiram W Johnson HS	1482	5121	74300	79421	93.55%
Home/Hospital	63	0	922.75	922.75	100.00%
John F Kennedy HS	2204	4955	114359	119314	95.85%
Kit Carson MS	146	313	8045	8358	96.26%
Luther Burbank HS	1726	5067	88718	93785	94.60%
Rosemont HS	1407	3471	72860	76331	95.45%
School of Engineering and Science	285	608	15122	15730	96.13%
The Academy	13	169	744	913	81.49%
West Campus HS	859	914	46461	47375	98.07%
<b>TOTAL</b>	<b>11,125</b>	<b>29,952</b>	<b>571,087</b>	<b>601,039</b>	<b>95.02%</b>

	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
<b>TOTAL ALL SCHOOLS</b>	<b>40,668</b>	<b>94,629</b>	<b>2,120,835</b>	<b>2,215,464</b>	<b>95.73%</b>



## SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 12.2

**Meeting Date:** January 18, 2018

**Subject:** Head Start / Early Head Start / Early Head Start Expansion Reports

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

**Division:** Academic Office / Child Development

**Recommendation:** None

**Background/Rationale:** The Office of Head Start, under the auspices of the U.S. Department of Health and Human Services/Administration for Children and Families, mandates that all Head Start/Early Head Start governing entities receive specified reports related to the operational and fiduciary status of the program. These reports must include information and/or a status update in the followings areas: budget, credit card usage, USDA meals/snacks, enrollment, and program updates or summaries, if applicable. Attached, are essential monthly reports for Board members' review.

**Financial Considerations:** None

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

**Documents Attached:**

- 1 .Head Start/Early Head Start Monthly Report Summary
2. Child Development October 2017 Fiscal Report – Head Start Basic
3. Child Development October 2017 Fiscal Report – Head Start T/TA
4. Child Development October 2017 Fiscal Report – Early Head Start Basic
5. Child Development October 2017 Fiscal Report – Early Head Start T/TA

6. Child Development October 2017 Fiscal Report – EHS CCP Basic
7. Child Development October 2017 Fiscal Report – EHS CCP T/TA
8. Child Development November 2017 Fiscal Report – Head Start Basic
9. Child Development November 2017 Fiscal Report – Head Start T/TA
10. Child Development November 2017 Fiscal Report – Early Head Start Basic
11. Child Development November 2017 Fiscal Report – Early Head Start T/TA
12. Child Development November 2017 Fiscal Report – EHS CCP Basic
13. Child Development November 2017 Fiscal Report – EHS CCP T/TA

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

**Submitted by:** , Iris Taylor, Chief Academic Officer

Jacquie Bonini, Director, Child Development

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

**Attachment 1  
Head Start / Early Head Start  
Monthly Report Summary  
December 2017**

**Budget Reports**

HS, EHS, CCP October 2017  
EHS, CCP October 2017  
HS, EHS, CCP November 2017  
EHS, CCP November 2017

**USDA Meals and Snacks for July 2017**

	<b><i>Breakfast</i></b>	<b><i>Lunch</i></b>	<b><i>Snack am</i></b>	<b><i>Snack pm</i></b>
Early Head Start			NA	
Head Start Part-day	0	0	0	0
Head Start Wrap	0	0	NA	0
Full-day Collaboration			NA	

**USDA Meals and Snacks for August 2017**

	<b><i>Breakfast</i></b>	<b><i>Lunch</i></b>	<b><i>Snack am</i></b>	<b><i>Snack pm</i></b>
Early Head Start	705	817	NA	377
Head Start Part-day	0	0	0	0
Head Start Wrap	0	0	NA	0
Full-day Collaboration	1893	1991	NA	1386

**USDA Meals and Snacks for September 2017**

	<b><i>Breakfast</i></b>	<b><i>Lunch</i></b>	<b><i>Snack am</i></b>	<b><i>Snack pm</i></b>
Early Head Start	683	738	NA	387
Head Start Part-day	1823	449	1887	475
Head Start Wrap	8790	5687	NA	5477
Full-day Collaboration	2902	3018	NA	1975

**USDA Meals and Snacks for October 2017**

	<b><i>Breakfast</i></b>	<b><i>Lunch</i></b>	<b><i>Snack am</i></b>	<b><i>Snack pm</i></b>
Early Head Start	757	895	NA	452
Head Start Part-day	3324	808	3299	781
Head Start Wrap	10569	8920	NA	8417
Full-day Collaboration	3599	3791	NA	2430

**USDA Meals and Snacks for November 2017**

	<b><i>Breakfast</i></b>	<b><i>Lunch</i></b>	<b><i>Snack am</i></b>	<b><i>Snack pm</i></b>
Early Head Start	640	689	NA	394
Head Start Part-day	1807	487	1796	469
Head Start Wrap	7468	4993	63	4626
Full-day Collaboration	2810	2948	NA	1870

**Credit Card Statements**

None at this time

**Enrollment Report for October 2017**

<b>Head Start Enrollment</b>	
Funded Enrollment	1139
Actual Enrollment	1098
Percentage of Actual Attendance	86%

<b>Early Head Start Enrollment</b>	
Funded Enrollment	152
Actual Enrollment	149
Percentage of Actual Attendance	80%

<b>Early Head Start Expansion Enrollment</b>	
Funded Enrollment	40
Actual Enrollment	42
Percentage of Actual Attendance	70%

**Enrollment Report for November 2017**

<b>Head Start Enrollment</b>	
Funded Enrollment	1139
Actual Enrollment	1108
Percentage of Actual Attendance	84%

<b>Early Head Start Enrollment</b>	
Funded Enrollment	152
Actual Enrollment	155
Percentage of Actual Attendance	77%

<b>Early Head Start Expansion Enrollment</b>	
Funded Enrollment	40
Actual Enrollment	40
Percentage of Actual Attendance	67%

**Disabilities Report for November 2017**

Head Start	80
Early Head Start	19
EHS Expansion	4

**Disabilities Report for December 2017**

Head Start	77
Early Head Start	17
EHS Expansion	5

**Attachment 2**  
**CHILD DEVELOPMENT DEPARTMENT**  
**SETA MONTHLY FISCAL REPORT**  
**R5211**

Month: October 1 - October 31, 2017

Delegate: SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Remit to address: GENERAL ACCOUNTING DEPARTMENT - 802A  
5735 47TH AVENUE  
SACRAMENTO, CA 95824

Agreement No.: 18C5551S0

Program: ☒ PA 3125 EHS-CCP BASIC R5211  
☐ PA 3120 EHS-CCP T/TA R5221  
☐ PA 3128 EHS-CCP START UP R5243  
☐  
☐

Cost Item		Actual Expenses		* Current Budget	Unexpended Balance
		Current Period & Adjustments	Cumulative To Date		
I.  A D M I N	Personnel	140.88	416.37	1,726.00	1,309.63
	Fringe Benefits	94.01	280.47	1,066.00	785.53
	Occupancy	0.00	0.00	0.00	0.00
	Staff Travel	0.00	0.00	0.00	0.00
	Supplies	0.00	0.00	1,015.00	1,015.00
	Other	0.00	0.00	105.00	105.00
	Indirect Costs 4.21%	2,750.49	7,621.07	29,076.00	21,454.93
	I. TOTAL ADMINISTRATION	\$2,985.38	\$8,317.91	\$32,988.00	\$24,670.09
	NON-FEDERAL ADMINISTRATION *				
	TOTAL FED & NON-FED ADMIN	\$2,985.38	\$8,317.91	\$32,988.00	\$24,670.09
II.  P R O G R A M	a. Personnel**	37,015.93	103,550.19	351,729.00	248,178.81
	b. Fringe Benefits**	26,032.56	74,443.71	270,207.00	195,763.29
	c. Travel	0.00	0.00	0.00	0.00
	d. Equipment	0.00	0.00	0.00	0.00
	e. Supplies	2,046.91	2,046.91	48,557.00	46,510.09
	f. Contractual	0.00	0.00	0.00	0.00
	g. Construction	0.00	0.00	0.00	0.00
	h. Other	2.11	285.49	16,245.00	15,959.51
	II. TOTAL PROGRAM	\$65,097.51	\$180,326.30	\$686,738.00	506,411.70
	NON-FEDERAL PROGRAM				
Basic 719,726 & T/TA 17,500		\$46,235.62	\$46,235.62	\$184,307.00	138,071.38
August & September					
TOTAL SETA COSTS (I+II)		\$68,082.89	\$188,644.21	\$719,726.00	531,081.79

Gerardo Castillo	11/2/2017	Shelagh Ferguson	916.643.7878
Chief Business Officer - Authorized Signature	Date	Prepared By	Phone

R5211. August16-17

**SUBSIDIZED SLOTS**

How many subsidized slots are you contractually obligated to retain? 8

How many subsidized slots do you currently have? 8  
100%

If the number of current subsidized slots is less than the contractual obligation, then you must submit the "Subsidy Loss Reimbursement Claim Form" to receive a reimbursement for the lost subsidy.



**Attachment 3**  
**CHILD DEVELOPMENT DEPARTMENT**  
**SETA MONTHLY FISCAL REPORT**  
**R5221**

Month: October 1 - October 31, 2017

Delegate: SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Remit to address: GENERAL ACCOUNTING DEPARTMENT - 802A  
5735 47TH AVENUE  
SACRAMENTO, CA 95824

Agreement No.: 18C5551S0

Program: ☐ PA 3125 EHS-CCP BASIC R5211  
☒ PA 3120 EHS-CCP T/TA R5221  
☐ PA 3128 EHS-CCP START UP R5243  
☐  
☐

Cost Item		Actual Expenses		* Current Budget	Unexpended Balance
		Current Period & Adjustments	Cumulative To Date		
I.  A D M I N	Personnel	0.00	0.00	0.00	0.00
	Fringe Benefits	0.00	0.00	0.00	0.00
	Occupancy	0.00	0.00	0.00	0.00
	Staff Travel	0.00	0.00	0.00	0.00
	Supplies	0.00	0.00	0.00	0.00
	Other	0.00	0.00	0.00	0.00
	Indirect Costs 4.21%	0.00	163.14	707.00	543.86
	I. TOTAL ADMINISTRATION	\$0.00	\$163.14	\$707.00	\$543.86
	NON-FEDERAL ADMINISTRATION *				
	TOTAL FED & NON-FED ADMIN	\$0.00	\$163.14	\$707.00	\$543.86
II.  P R O G R A M	a. Personnel**	0.00	0.00	0.00	0.00
	b. Fringe Benefits**	0.00	0.00	0.00	0.00
	c. Travel	0.00	0.00	0.00	0.00
	d. Equipment	0.00	0.00	0.00	0.00
	e. Supplies	0.00	0.00	0.00	0.00
	f. Contractual	0.00	0.00	0.00	0.00
	g. Construction	0.00	0.00	0.00	0.00
	h. Other	0.00	3,875.00	16,793.00	12,918.00
	II. TOTAL PROGRAM	\$0.00	\$3,875.00	\$16,793.00	12,918.00
	NON-FEDERAL PROGRAM				
		\$0.00	\$0.00	\$0.00	0.00
TOTAL SETA COSTS (I + II)		\$0.00	\$4,038.14	\$17,500.00	13,461.86

Gerardo Castillo	11/2/2017	Shelagh Ferguson	916.643.7878
Chief Business Officer - Authorized Signature	Date	Prepared By	Phone

R.5221.16-17

**SUBSIDIZED SLOTS**

How many subsidized slots are you contractually obligated to retain? 8

How many subsidized slots do you currently have? 8

If the number of current subsidized slots is less than the contractual obligation, then you must submit the "Subsidy Loss Reimbursement Claim Form" to receive a reimbursement for the lost subsidy.

## Attachment 4

## SETA MONTHLY FISCAL REPORT

925 Del Paso Blvd., Suite 100, Sacramento, CA 95815

R5210

Month: October 1 - October 31, 2017Agreement No.: 18C5551S0Delegate: SCUSD - Child Development DepartmentProgram: ☒ PA 22 HS BASIC R5210Remit to address General Accounting Department - 802A☐ PA 20 BASIC T/TA5735 47th Avenue☐ PA 25 EHSSACRAMENTO, CA 95824☐ PA 26 EHS T/TA☐ OTHER

Cost Item		Actual Expenses		* Current Budget	Unexpended Balance
		Current Period & Adjustments	Cumulative To Date		
I.  A D M I N	Personnel	24,947.22	74,848.61	348,346.00	273,497.39
	Fringe Benefits	3,215.36	9,676.70	225,560.00	215,883.30
	Travel	0.00	0.00	0.00	0.00
	Equipment	0.00	0.00	0.00	0.00
	Supplies	45.46	122.75	4,687.00	4,564.25
	Contractual	0.00	0.00	0.00	0.00
	Construction	0.00	0.00	0.00	0.00
	Other	1.28	303.85	1,200.00	896.15
	Indirect Costs 4.21%	33,680.18	77,379.29	349,721.00	272,341.71
	I. TOTAL ADMINISTRATION	\$61,889.50	\$162,331.20	\$929,514.00	\$767,182.80
	Non-Federal Administration				
	Total Fed. And Non-Fed. Administration	\$61,889.50	\$162,331.20	\$929,514.00	\$767,182.80
II.  P R O G R A M	Personnel	428,120.99	960,697.42	3,941,313.00	2,980,615.58
	Fringe Benefits	339,089.14	779,594.17	3,337,141.00	2,557,546.83
	Travel	0.00	0.00	0.00	0.00
	Equipment	0.00	0.00	0.00	0.00
	Supplies	3,694.03	5,392.53	261,327.00	255,934.47
	Contractual	0.00	0.00	0.00	0.00
	Construction	0.00	0.00	0.00	0.00
	Other	890.82	7,351.84	187,331.00	179,979.16
	II. TOTAL PROGRAM	\$771,794.98	\$1,753,035.96	\$7,727,112.00	5,974,076.04
	NON-FEDERAL PROGRAM Basic & T/TA August & September	\$445,878.82	\$445,878.82	\$2,169,156.00	1,723,277.18
	TOTAL SETA COSTS (I + II)	\$833,684.48	\$1,915,367.16	\$8,656,626.00	6,741,258.84
Gerardo Castillo		11/7/2017	Shelagh Ferguson	916.643.7878	
Chief Business Officer - Authorized Signature		Date	Prepared By	Phone	



## Attachment 5

## SETA MONTHLY FISCAL REPORT

925 Del Paso Blvd., Suite 100, Sacramento, CA 95815

R5212

Month: October 1 - October 31, 2017 Agreement No.: 18C5551S0

Delegate: SCUSD - Child Development Department Program: ☐ PA 22 HS BASIC

Remit to address General Accounting Department - 802A ☒ PA 20 BASIC T/TA R5212

5735 47th Avenue ☐ PA 25 EHS

SACRAMENTO, CA 95824 ☐ PA 26 EHS T/TA

☐ OTHER

Cost Item		Actual Expenses		* Current Budget	Unexpended Balance
		Current Period & Adjustments	Cumulative To Date		
I.  A D M I N	Personnel				0.00
	Fringe Benefits				0.00
	Travel				0.00
	Equipment				0.00
	Supplies				0.00
	Contractual				0.00
	Construction				0.00
	Other				0.00
	Indirect 4.21%	0.00	0.00	808.00	808.00
	I. TOTAL ADMINISTRATION	\$0.00	\$0.00	\$808.00	\$808.00
	Non-Federal Administration				
	Total Fed. And Non-Fed. Administration	\$0.00	\$0.00	\$808.00	\$808.00
II.  P R O G R A M	Personnel	0.00	0.00	0.00	0.00
	Fringe Benefits	0.00	0.00	0.00	0.00
	Travel	0.00	0.00	0.00	0.00
	Equipment	0.00	0.00	0.00	0.00
	Supplies	0.00	0.00	0.00	0.00
	Contractual	0.00	0.00	0.00	0.00
	Construction	0.00	0.00	0.00	0.00
	Other	0.00	0.00	19,192.00	19,192.00
					0.00
	II. TOTAL PROGRAM	\$0.00	\$0.00	\$19,192.00	19,192.00
	NON-FEDERAL PROGRAM Reported on Basic				
		\$0.00	\$0.00	\$0.00	0.00
TOTAL SETA COSTS (I + II)		\$0.00	\$0.00	\$20,000.00	20,000.00
Gerardo Castillo		11/7/2017	Shelagh Ferguson	916.643.7878	
Chief Business Officer - Authorized Signature		Date	Prepared By	Phone	

## Attachment 6

## SETA MONTHLY FISCAL REPORT

925 Del Paso Blvd., Suite 100, Sacramento, CA 95815

R5213

Month:	<u>October 1 - October 31, 2017</u>	Agreement No.:	<u>18C5551S0</u>
Delegate:	<u>SCUSD - Child Development Department</u>	Program:	<input type="checkbox"/> PA 22 HS BASIC
Remit to address	<u>General Accounting Department - 802A</u>		<input type="checkbox"/> PA 20 BASIC T/TA
	<u>5735 47th Avenue</u>		<input checked="" type="checkbox"/> PA 25 EHS R5213
	<u>SACRAMENTO, CA 95824</u>		<input type="checkbox"/> PA 26 EHS T/TA
			<input type="checkbox"/> OTHER

Cost Item		Actual Expenses		* Current Budget	Unexpended Balance
		Current Period & Adjustments	Cumulative To Date		
I.  A D M I N	Personnel	1,582.22	4,745.09	31,474.00	26,728.91
	Fringe Benefits	1,473.52	4,586.96	39,518.00	34,931.04
	Travel	0.00	0.00	0.00	0.00
	Equipment	0.00	0.00	0.00	0.00
	Supplies	0.00	0.00	200.00	200.00
	Contractual	0.00	0.00	0.00	0.00
	Construction	0.00	0.00	0.00	0.00
	Other	0.00	0.00	105.00	105.00
	Indirect Costs 4.21%	5,978.31	16,296.85	72,006.00	55,709.15
	I. TOTAL ADMINISTRATION	\$9,034.05	\$25,628.90	\$143,303.00	\$117,674.10
	Non-Federal Administration				
	Total Fed. And Non-Fed. Administration	\$9,034.05	\$25,628.90	\$143,303.00	\$117,674.10
II.  P R O G R A M	Personnel	81,538.19	220,543.06	867,089.00	646,545.94
	Fringe Benefits	55,801.00	154,543.23	727,119.00	572,575.77
	Travel	0.00	0.00	0.00	0.00
	Equipment	0.00	0.00	0.00	0.00
	Supplies	1,061.18	1,149.07	18,932.00	17,782.93
	Contractual	0.00	0.00	0.00	0.00
	Construction	0.00	0.00	0.00	0.00
	Other	546.58	1,531.19	25,913.00	24,381.81
	II. TOTAL PROGRAM	\$138,946.95	\$377,766.55	\$1,639,053.00	1,261,286.45
	NON-FEDERAL PROGRAM Basic & T/TA August & September	\$58,727.93	\$58,727.93	\$452,480.00	393,752.07
	TOTAL SETA COSTS (I + II)	\$147,981.00	\$403,395.45	\$1,782,356.00	1,378,960.55

Gerardo Castillo	11/7/2017	Shelagh Ferguson	916.643.7878
Chief Business Officer - Authorized Signature	Date	Prepared By	Phone



## Attachment 7

## SETA MONTHLY FISCAL REPORT

925 Del Paso Blvd., Suite 100, Sacramento, CA 95815

R5216

Month: October 1 - October 31, 2017 Agreement No.: 18C5551S0

Delegate: SCUSD - Child Development Department Program: ☐ PA 22 HS BASIC

Remit to address General Accounting Department - 802A ☐ PA 20 BASIC T/TA

5735 47th Avenue ☐ PA 25 EHS

SACRAMENTO, CA 95824 ☒ PA 26 EHS T/TA R5216

☐ OTHER

Cost Item		Actual Expenses		* Current Budget	Unexpended Balance
		Current Period & Adjustments	Cumulative To Date		
I.  A D M I N	Personnel				0.00
	Fringe Benefits				0.00
	Travel				0.00
	Equipment				0.00
	Supplies				0.00
	Contractual				0.00
	Construction				0.00
	Other				0.00
	Indirect 4.21%	158.38	158.38	1,114.00	955.62
	I. TOTAL ADMINISTRATION	\$158.38	\$158.38	\$1,114.00	\$955.62
	Non-Federal Administration				
	Total Fed. And Non-Fed. Administration	\$158.38	\$158.38	\$1,114.00	\$955.62
II.  P R O G R A M	Personnel	0.00	0.00	0.00	0.00
	Fringe Benefits	0.00	0.00	0.00	0.00
	Travel	0.00	0.00	0.00	0.00
	Equipment	0.00	0.00	0.00	0.00
	Supplies	0.00	0.00	650.00	650.00
	Contractual	0.00	0.00	0.00	0.00
	Construction	0.00	0.00	0.00	0.00
	Other	3,761.93	3,761.93	25,800.00	22,038.07
					0.00
	II. TOTAL PROGRAM	\$3,761.93	\$3,761.93	\$26,450.00	22,688.07
	NON-FEDERAL PROGRAM Reported with Basic				
		\$0.00	\$0.00	\$0.00	0.00
	TOTAL SETA COSTS ( I + II )	\$3,920.31	\$3,920.31	\$27,564.00	23,643.69
Gerardo Castillo 11/7/2017 Shelagh Ferguson 916.643.7878					
Chief Business Officer - Authorized Signature		Date	Prepared By	Phone	

Attachment 8  
**CHILD DEVELOPMENT DEPARTMENT**  
**SETA MONTHLY FISCAL REPORT**  
**R5211**

Month: November 1 - November 30, 2017

Delegate: SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Remit to address: GENERAL ACCOUNTING DEPARTMENT - 802A  
5735 47TH AVENUE  
SACRAMENTO, CA 95824

Agreement No.: 18C5551S0

Program: ☒ PA 3125 EHS-CCP BASIC R5211  
☐ PA 3120 EHS-CCP T/TA R5221  
☐ PA 3128 EHS-CCP START UP R5243  
☐  
☐

Cost Item		Actual Expenses		* Current Budget	Unexpended Balance
		Current Period & Adjustments	Cumulative To Date		
I.  A D M I N	Personnel	140.88	557.25	1,726.00	1,168.75
	Fringe Benefits	94.01	374.48	1,066.00	691.52
	Occupancy	0.00	0.00	0.00	0.00
	Staff Travel	0.00	0.00	0.00	0.00
	Supplies	27.56	27.56	1,015.00	987.44
	Other	0.00	0.00	105.00	105.00
	Indirect Costs 4.21%	2,588.66	10,209.73	29,076.00	18,866.27
	I. TOTAL ADMINISTRATION	\$2,851.11	\$11,169.02	\$32,988.00	\$21,818.98
	NON-FEDERAL ADMINISTRATION *				
	TOTAL FED & NON-FED ADMIN	\$2,851.11	\$11,169.02	\$32,988.00	\$21,818.98
II.  P R O G R A M	a. Personnel**	37,469.87	141,020.06	351,729.00	210,708.94
	b. Fringe Benefits**	22,325.92	96,769.63	270,207.00	173,437.37
	c. Travel	0.00	0.00	0.00	0.00
	d. Equipment	0.00	0.00	0.00	0.00
	e. Supplies	584.43	2,631.34	48,557.00	45,925.66
	f. Contractual	0.00	0.00	0.00	0.00
	g. Construction	0.00	0.00	0.00	0.00
	h. Other	845.78	1,131.27	16,245.00	15,113.73
	II. TOTAL PROGRAM	\$61,226.00	\$241,552.30	\$686,738.00	445,185.70
	NON-FEDERAL PROGRAM				
Basic 719,726 & T/TA 17,500 October		\$24,831.02	\$71,066.64	\$184,307.00	113,240.36
TOTAL SETA COSTS (I + II)		\$64,077.11	\$252,721.32	\$719,726.00	467,004.68

Gerardo Castillo	12/4/2017	Shelagh Ferguson	916.643.7878
Chief Business Officer - Authorized Signature	Date	Prepared By	Phone

R5211. August16-17

**SUBSIDIZED SLOTS**

How many subsidized slots are you contractually obligated to retain?

8

How many subsidized slots do you currently have?

8

100%

If the number of current subsidized slots is less than the contractual obligation, then you must submit the "Subsidy Loss Reimbursement Claim Form" to receive a reimbursement for the lost subsidy.



Attachment 9  
**CHILD DEVELOPMENT DEPARTMENT**  
**SETA MONTHLY FISCAL REPORT**  
**R5221**

Month: November 1 - November 30, 2017

Agreement No.: 18C5551S0

Delegate: SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Program: ☐ PA 3125 EHS-CCP BASIC R5211

Remit to address: GENERAL ACCOUNTING DEPARTMENT - 802A

☒ PA 3120 EHS-CCP T/TA R5221

5735 47TH AVENUE

☐ PA 3128 EHS-CCP START UP R5243

SACRAMENTO, CA 95824

Cost Item		Actual Expenses		* Current Budget	Unexpended Balance
		Current Period & Adjustments	Cumulative To Date		
I.  A D M I N	Personnel	0.00	0.00	0.00	0.00
	Fringe Benefits	0.00	0.00	0.00	0.00
	Occupancy	0.00	0.00	0.00	0.00
	Staff Travel	0.00	0.00	0.00	0.00
	Supplies	0.00	0.00	0.00	0.00
	Other	0.00	0.00	0.00	0.00
	Indirect Costs 4.21%	0.00	163.14	707.00	543.86
	I. TOTAL ADMINISTRATION	\$0.00	\$163.14	\$707.00	\$543.86
	NON-FEDERAL ADMINISTRATION *				
	TOTAL FED & NON-FED ADMIN	\$0.00	\$163.14	\$707.00	\$543.86
II.  P R O G R A M	a. Personnel**	0.00	0.00	0.00	0.00
	b. Fringe Benefits**	0.00	0.00	0.00	0.00
	c. Travel	0.00	0.00	0.00	0.00
	d. Equipment	0.00	0.00	0.00	0.00
	e. Supplies	0.00	0.00	0.00	0.00
	f. Contractual	0.00	0.00	0.00	0.00
	g. Construction	0.00	0.00	0.00	0.00
	h. Other	0.00	3,875.00	16,793.00	12,918.00
	II. TOTAL PROGRAM	\$0.00	\$3,875.00	\$16,793.00	12,918.00
	NON-FEDERAL PROGRAM				
		\$0.00	\$0.00	\$0.00	0.00
TOTAL SETA COSTS ( I + II )		\$0.00	\$4,038.14	\$17,500.00	13,461.86

Gerardo Castillo Chief Business Officer - Authorized Signature	12/4/2017 Date	Shelagh Ferguson Prepared By	916.643.7878 Phone
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R.5221.16-17

**SUBSIDIZED SLOTS**

How many subsidized slots are you contractually obligated to retain? 8

How many subsidized slots do you currently have? 8

If the number of current subsidized slots is less than the contractual obligation, then you must submit the "Subsidy Loss Reimbursement Claim Form" to receive a reimbursement for the lost subsidy.

## Attachment 10

## SETA MONTHLY FISCAL REPORT

925 Del Paso Blvd., Suite 100, Sacramento, CA 95815

R5210

Month: November 1 - November 30, 2017 Agreement No.: 18C5551S0

Delegate: SCUSD - Child Development Department Program: ☒ PA 22 HS BASIC R5210

Remit to address General Accounting Department - 802A ☐ PA 20 BASIC T/TA

5735 47th Avenue ☐ PA 25 EHS

SACRAMENTO, CA 95824 ☐ PA 26 EHS T/TA

☐ OTHER

Cost Item		Actual Expenses		* Current Budget	Unexpended Balance
		Current Period & Adjustments	Cumulative To Date		
I.	Personnel	27,347.95	102,196.56	348,346.00	246,149.44
	Fringe Benefits	3,187.25	12,863.95	225,560.00	212,696.05
	Travel	0.00	0.00	0.00	0.00
	Equipment	0.00	0.00	0.00	0.00
	Supplies	0.00	122.75	4,687.00	4,564.25
	Contractual	0.00	0.00	0.00	0.00
	Construction	0.00	0.00	0.00	0.00
	Other	0.80	304.65	1,200.00	895.35
	Indirect Costs 4.21%	34,938.59	112,317.88	349,721.00	237,403.12
	I. TOTAL ADMINISTRATION	\$65,474.59	\$227,805.79	\$929,514.00	\$701,708.21
A D M I N	Non-Federal Administration				
	Total Fed. And Non-Fed. Administration	\$65,474.59	\$227,805.79	\$929,514.00	\$701,708.21
	Personnel	446,467.02	1,407,164.44	3,941,313.00	2,534,148.56
	Fringe Benefits	337,515.36	1,117,109.53	3,337,141.00	2,220,031.47
	Travel	0.00	0.00	0.00	0.00
	Equipment	0.00	0.00	0.00	0.00
	Supplies	495.62	5,888.15	261,327.00	255,438.85
	Contractual	0.00	0.00	0.00	0.00
	Construction	0.00	0.00	0.00	0.00
	Other	14,881.23	22,233.07	187,331.00	165,097.93
P R O G R A M	II. TOTAL PROGRAM	\$799,359.23	\$2,552,395.19	\$7,727,112.00	5,174,716.81
	NON-FEDERAL PROGRAM Basic & T/TA October	\$400,946.14	\$846,824.96	\$2,169,156.00	1,322,331.04
	TOTAL SETA COSTS (I + II)	\$864,833.82	\$2,780,200.98	\$8,656,626.00	5,876,425.02
Gerardo Castillo		12/7/2017	Shelagh Ferguson	916.643.7878	
Chief Business Officer - Authorized Signature		Date	Prepared By	Phone	



## Attachment 11

## SETA MONTHLY FISCAL REPORT

925 Del Paso Blvd., Suite 100, Sacramento, CA 95815

R5212

Month: November 1 - November 30, 2017Agreement No.: 18C5551S0Delegate: SCUSD - Child Development DepartmentProgram: ☐ PA 22 HS BASICRemit to address General Accounting Department - 802A☒ PA 20 BASIC T/TA R52125735 47th Avenue☐ PA 25 EHSSACRAMENTO, CA 95824☐ PA 26 EHS T/TA☐ OTHER

Cost Item		Actual Expenses		* Current Budget	Unexpended Balance
		Current Period & Adjustments	Cumulative To Date		
I.  A D M I N	Personnel				0.00
	Fringe Benefits				0.00
	Travel				0.00
	Equipment				0.00
	Supplies				0.00
	Contractual				0.00
	Construction				0.00
	Other				0.00
	Indirect 4.21%	156.61	156.61	808.00	651.39
	I. TOTAL ADMINISTRATION	\$156.61	\$156.61	\$808.00	\$651.39
	Non-Federal Administration				
	Total Fed. And Non-Fed. Administration	\$156.61	\$156.61	\$808.00	\$651.39
II.  P R O G R A M	Personnel	0.00	0.00	0.00	0.00
	Fringe Benefits	0.00	0.00	0.00	0.00
	Travel	0.00	0.00	0.00	0.00
	Equipment	0.00	0.00	0.00	0.00
	Supplies	0.00	0.00	0.00	0.00
	Contractual	0.00	0.00	0.00	0.00
	Construction	0.00	0.00	0.00	0.00
	Other	3,720.00	3,720.00	19,192.00	15,472.00
					0.00
	II. TOTAL PROGRAM	\$3,720.00	\$3,720.00	\$19,192.00	15,472.00
	NON-FEDERAL PROGRAM Reported on Basic				
		\$0.00	\$0.00	\$0.00	0.00
TOTAL SETA COSTS ( I + II )		\$3,876.61	\$3,876.61	\$20,000.00	16,123.39

Gerardo Castillo

12/7/2017

Shelagh Ferguson

916.643.7878

Chief Business Officer - Authorized Signature

Date

Prepared By

Phone

## Attachment 12

## SETA MONTHLY FISCAL REPORT

925 Del Paso Blvd., Suite 100, Sacramento, CA 95815

R5213

Month: November 1 - November 30, 2017Agreement No.: 18C5551S0Delegate: SCUSD - Child Development DepartmentProgram: ☐ PA 22 HS BASICRemit to address General Accounting Department - 802A☐ PA 20 BASIC T/TA5735 47th Avenue☒ PA 25 EHS

R5213

SACRAMENTO, CA 95824☐ PA 26 EHS T/TA☐ OTHER

Cost Item		Actual Expenses		* Current Budget	Unexpended Balance
		Current Period & Adjustments	Cumulative To Date		
I.  A D M I N	Personnel	1,625.88	6,370.97	31,474.00	25,103.03
	Fringe Benefits	1,481.23	6,068.19	39,518.00	33,449.81
	Travel	0.00	0.00	0.00	0.00
	Equipment	0.00	0.00	0.00	0.00
	Supplies	0.00	0.00	200.00	200.00
	Contractual	0.00	0.00	0.00	0.00
	Construction	0.00	0.00	0.00	0.00
	Other	0.00	0.00	105.00	105.00
	Indirect Costs 4.21%	6,225.94	22,522.79	72,006.00	49,483.21
	I. TOTAL ADMINISTRATION	\$9,333.05	\$34,961.95	\$143,303.00	\$108,341.05
	Non-Federal Administration				
	Total Fed. And Non-Fed. Administration	\$9,333.05	\$34,961.95	\$143,303.00	\$108,341.05
II.  P R O G R A M	Personnel	84,381.24	304,924.30	867,089.00	562,164.70
	Fringe Benefits	56,919.29	211,462.52	727,119.00	515,656.48
	Travel	0.00	0.00	0.00	0.00
	Equipment	0.00	0.00	0.00	0.00
	Supplies	887.58	2,036.65	18,932.00	16,895.35
	Contractual	0.00	0.00	0.00	0.00
	Construction	0.00	0.00	0.00	0.00
	Other	2,589.24	4,120.43	25,913.00	21,792.57
	II. TOTAL PROGRAM	\$144,777.35	\$522,543.90	\$1,639,053.00	1,116,509.10
	NON-FEDERAL PROGRAM Basic & T/TA October	\$43,448.10	\$102,176.03	\$452,480.00	350,303.97
	TOTAL SETA COSTS (I + II)	\$154,110.40	\$557,505.85	\$1,782,356.00	1,224,850.15
Gerardo Castillo		12/7/2017	Shelagh Ferguson	916.643.7878	
Chief Business Officer - Authorized Signature		Date	Prepared By	Phone	



## Attachment 13

## SETA MONTHLY FISCAL REPORT

925 Del Paso Blvd., Suite 100, Sacramento, CA 95815

R5216

Month: November 1 - November 30, 2017 Agreement No.: 18C5551S0

Delegate: SCUSD - Child Development Department Program: ☐ PA 22 HS BASIC

Remit to address General Accounting Department - 802A ☐ PA 20 BASIC T/TA

5735 47th Avenue ☐ PA 25 EHS

SACRAMENTO, CA 95824 ☒ PA 26 EHS T/TA R5216

☐ OTHER

Cost Item		Actual Expenses		* Current Budget	Unexpended Balance
		Current Period & Adjustments	Cumulative To Date		
I.  A D M I N	Personnel				0.00
	Fringe Benefits				0.00
	Travel				0.00
	Equipment				0.00
	Supplies				0.00
	Contractual				0.00
	Construction				0.00
	Other				0.00
	Indirect 4.21%	88.41	246.79	1,114.00	867.21
	I. TOTAL ADMINISTRATION	\$88.41	\$246.79	\$1,114.00	\$867.21
	Non-Federal Administration				
	Total Fed. And Non-Fed. Administration	\$88.41	\$246.79	\$1,114.00	\$867.21
II.  P R O G R A M	Personnel	0.00	0.00	0.00	0.00
	Fringe Benefits	0.00	0.00	0.00	0.00
	Travel	0.00	0.00	0.00	0.00
	Equipment	0.00	0.00	0.00	0.00
	Supplies	0.00	0.00	650.00	650.00
	Contractual	0.00	0.00	0.00	0.00
	Construction	0.00	0.00	0.00	0.00
	Other	2,100.00	5,861.93	25,800.00	19,938.07
					0.00
	II. TOTAL PROGRAM	\$2,100.00	\$5,861.93	\$26,450.00	20,588.07
	NON-FEDERAL PROGRAM Reported with Basic	\$0.00	\$0.00	\$0.00	0.00
	TOTAL SETA COSTS ( I + II )	\$2,188.41	\$6,108.72	\$27,564.00	21,455.28
Gerardo Castillo		12/7/2017	Shelagh Ferguson	916.643.7878	
Chief Business Officer - Authorized Signature		Date	Prepared By	Phone	