

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, February 1, 2018

4:30 p.m. Closed Session 6:00 p.m. Open Session

Serna Center

Community Conference Rooms 5735 47th Avenue Sacramento, CA 95824

AGENDA

2017/18-14

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 (OAH Case No. 2017101080)
 - 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
- 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 Olivia Howard an 8th grade student at Albert Einstein Middle School.
 - Presentation of Certificate by Member Pritchett.

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. 2981: Recognition of National Action
 Black History Month, February 2018 (Mai Vang)

 5 minutes
- 7.2 Approve Resolution No. 2982: Recognition of National No
 One Eats Alone Day, February 9, 2018 (Jessie Ryan)

 5 minutes
- 7.3 Approve Resolution No. 2983: Recognition of Teen Dating Violence Awareness and Prevention Month, February 2018 (Michael Minnick)

6:30 p.m. **8.0 PUBLIC COMMENT**

15 minutes

Action

5 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 PUBLIC HEARING

- 6:45 p.m.

 9.1 Public Hearing on the Renewal Charter Petition and Petition Admission Preferences for Aspire Capitol Heights
 Academy (Jack Kraemer and Lane Weiss)

 Conference First Reading
 10 minute presentation
 10 minute discussion
- 7:05 p.m.

 9.2 Public Hearing on the Renewal Charter Petition and Petition Admission Preferences for Bowling Green Charter School (Jack Kraemer, Susan Gibson and Sylvia Silva-Torres)

 Conference First Reading
 10 minute presentation
 10 minute discussion

10.0 BOARD WORKSHOP/STRATEGIC PLAN AND OTHER INITIATIVES

- 7:25 p.m. 10.1 Discuss and Approve the Naming of C.K. McClatchy High School
 Athletic Field (Cathy Allen and Peter Lambert)

 5 minute presentation
 5 minute discussion
- 7:35 p.m. 10.2 Approve AB 1200 Disclosure Cost and Approval of the Tentative
 Agreements with Bargaining Unit Service Employee
 International Union, Local 1021 (SEIU) (Cancy McArn and Gerardo Castillo)

 5 minute presentation
 5 minute discussion
 6 minute discussion

7:45 p.m.

10.3 Approve AB 1200 Disclosure Cost and Approval of the Tentative Agreements with Bargaining Unit – Teamsters, Local 150 (Cancy McArn and Gerardo Castillo)

Action
5 minute presentation
5 minute discussion

7:55 p.m.

10.4 Approve AB 1200 Disclosure Cost and Approval of the Tentative Agreements with Bargaining Unit – Teamsters Classified Supervisors, Local 150 (TCS) (Cancy McArn and Gerardo Castillo)

Action
5 minute presentation
5 minute discussion

8:05 p.m. 11.0 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.

- 11.1 Items Subject or Not Subject to Closed Session:
 - 11.1a 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)
 - 11.1b Approve Personnel Transactions 2/1/18 (Cancy McArn)
 - 11.1c Approve C.K. McClatchy High School Field Trip to Las Vegas, Nevada February 2-5, 2018 (Lisa Allen and Mary Hardin Young)
 - 11.1d Approve Renewal Charter Petition Admission Preferences for Aspire Capitol Heights Academy (Iris Taylor and Jack Kraemer)
 - 11.1e Approve Renewal Charter Petition Admission Preferences for Bowling Green Charter School (Iris Taylor and Jack Kraemer)
 - 11.1f Approve MOU with Sacramento Metro Chamber Foundation for 1,000 Strong Program (Nathaniel Browning)
 - 11.1g Approve Resolution No. 2985: Resolution Regarding Board Stipends (Jessie Ryan)
 - 11.1h Approve Minutes of the January 18, 2018 Board of Education Meeting (Jorge A. Aguilar)

12.0 COMMUNICATIONS

8:07 p.m.

12.1 Employee Organization Reports:

Information 3 minutes each

- TCS
- SCTA
- SEIU
- Teamsters
- UPE

8:22 p.m.	 12.2 District Parent Advisory Committees: Community Advisory Committee District English Learner Advisory Committee Local Control Accountability Plan/Parent Advisory Committee 	Information 3 minutes each
8:31 p.m.	12.3 Superintendent's Report	Information 5 minutes
8:36 p.m.	12.4 President's Report	Information 5 minutes
8:41 p.m.	12.5 Student Member Report	Information 5 minutes
8:46 p.m.	12.6 Information Sharing By Board Members	Information 10 minutes
8:56 p.m.	 12.7 Board Committee Reports Board Facilities Committee Board Budget Committee 	Information 5 minutes

9:01 p.m. 13.0 BUSINESS AND FINANCIAL INFORMATION/REPORTS

Board Evaluation Committee

Board Governance & Policy Committee

Receive Information

- 13.1 Business and Financial Information:
 - Enrollment and Attendance Report for Month 4 Ending December 15, 2017

9:03 p.m. 14.0 FUTURE BOARD MEETING DATES / LOCATIONS

- ✓ February 15, 2018 4:30 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting
- ✓ March 1, 2018 4:30 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting

9:05 p.m. **15.0 ADJOURNMENT**

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



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 7.1

Meeting Date: February 1, 2018

<u>Subject</u> : Approve Resolution No. 2981: Recognition of National E Month, February 2018	Black History		
 □ Information Item Only □ Approval on Consent Agenda □ Conference (for discussion only) □ Conference/First Reading (Action Anticipated: □ Conference/Action △ Action □ Public Hearing)		
<u>Division</u> : Board Office			
Recommendation: Approve Resolution No. 2916: Recognition of Nathustory Month, February 2018.	tional Black		
<u>Background/Rationale</u> : February has been designated as National African American History Month. The Resolution recognizes the important historical and ongoing contributions of Black individuals in our society. It also mentions the recently released national report from the Campaign for Black Male Achievement that highlights the work of Sacramento City Unified School District's Men's Leadership Academy.			
Financial Considerations: None			
LCAP Goal(s): Family and Community Empowerment			
Documents Attached: 1. Resolution No. 2981			
Estimated Time of Presentation: 5 minutes			
Submitted by: Mai Vang, Board Member			
Approved by: Jorge A. Aguilar, Superintendent			

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

RESOLUTION NO. 2981: RECOGNITION OF NATIONAL BLACK HISTORY MONTH

WHEREAS, the first event was celebrated during a week in February 1926, encompassing the birthdays of Abraham Lincoln and Frederick Douglass, two key figures in the history of Black Americans;

WHEREAS, in 1976 the week-long celebration was extended to the entire month of February;

- **WHEREAS**, this year's theme is "African Americans in Times of War," and calls for a focus on the commemoration of the centennial of the end of the First World War in 1918, and explores the complex meanings and implications of this international struggle and its aftermath;
- **WHEREAS,** National Black History Month is a national tradition established in response to the inadequate and often times biased depiction of black history and communities in history books and schools' curricula;
- **WHEREAS**, Black people helped develop our nation in countless ways, those recognized, unrecognized, and unrecorded;
- **WHEREAS,** the contributions of Black citizens begins in the classrooms of our public schools:
- **WHEREAS**, America's public schools have also been sites of oppression, trauma and control, and have been used to further perpetuate racialized stereotypes of Black Americans;
- **WHEREAS,** the struggle against racism, and anti-Blackness continues here in Sacramento as well as the rest of the world, Sacramento Unified School District demonstrates a commitment to promoting education and community conversation on racial injustice and inequities;
- **WHEREAS**, the Sacramento Unified School District recognizes that each student needs an opportunity to develop pride in his or her own identity and heritage; and to understand, respect, and accept the identity and heritage of others;
- **WHEREAS,** Sacramento City Unified School District must strive to develop a deeper understanding and appreciation among our students and community for the contributions made by Black citizens of yesterday, today, and tomorrow;
- **WHEREAS**, the District is proud of the work accomplished by our students, and the staff who support them, who were highlighted in a recently released national report entitled Promise of Place: Building Beloved Communities for Black Men and Boys;
- **WHEREAS**, the national report highlights the work we do to extend Black Male Achievement in the community of Sacramento;

WHEREAS, Sacramento City Unified School District understands it must do more to uplift the Black Leaders of yesterday, today, and tomorrow;

WHEREAS, National Black History Month is a vehicle to promote cultural relevant activities and learning;

WHEREAS, the Board of Education encourages discussions, presentations, and projects relating to addressing inequities, and enhancing the experience of Black History month; and

WHEREAS, not only during the month of February 2018, but throughout the entire year, it is important that we as a District seek to understand how to thoughtfully and holistically address African American disparities in policy, information-sharing and outcomes in order to move towards greater equity in our educational system and the greater community.

NOW, THEREFORE, BE IT RESOLVED that the Sacramento City Unified School District Board of Education does hereby recognize February 2018 as National Black History Month and supports the important work and services provided by schools throughout the District.

BE IT FURTHER RESOLVED that the Superintendent will encourage all schools in the Sacramento City Unified School District to recognize and celebrate National Black History Month through culturally relevant activities and programming.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 1st day of February, 2018, by the following vote:

A YES: NOES: ABSTAIN: ABSENT:		
ATTESTED TO:		
Jessie Ryan President of the Board of Education	Jorge A. Aguilar Superintendent	



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 7.2

Meeting Date: February 1, 2018

Subject: Approve Resolution No. 2982: Recognition of Alone Day, February 9, 2018	National No One Eats
☐ Information Item Only ☐ Approval on Consent Agenda ☐ Conference (for discussion only) ☐ Conference/First Reading (Action Anticipated: ☐ Conference/Action ☐ Action ☐ Public Hearing)
<u>Division</u> : Board Office	
Recommendation: Approve Resolution No. 2982: Recogn Eats Alone Day, February 9, 2018.	ition of National No One
Background/Rationale: No One Eats Alone Day is sponsor a non-profit founded by the parents of Lili Smith, who was be syndrome and was socially isolated during her middle school age of 15 from medical complications associated with her sy former classmates from the local community banded together schools. That small group has grown into thousands who sure Alone Day. During lunch on February 9, students can make that everyone is included at lunch. This program aligns with to make our schools safer and healthier places for children to the first districts in the region to pass a sweeping anti-bullying time Bullying Prevention Specialist.	porn with a cranial facial of years. After Lili died at the yndrome, a group of her er to bring change to their upport National No One Eats a difference by ensuring the district's extensive work to learn. SCUSD was one of
Financial Considerations: None	
LCAP Goal(s): Safe, Emotionally Healthy and Engaged St	udents
Documents Attached: 1. Resolution No. 2982	
Estimated Time of Presentation: 5 minutes	
Submitted by: Jessie Ryan, Board President	
Approved by: Jorge A. Aguilar, Superintendent	

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

RESOLUTION NO. 2982

RECOGNITION OF NATIONAL NO ONE EATS ALONE DAY, FEBRUARY 9, 2018

WHEREAS, social isolation is a problem that affects far too many youth in our public schools; and

WHEREAS, social isolation can all too often be a precursor to teasing, bullying, and even violence to oneself and others; and

WHEREAS, No One Eats Alone Day teaches everyone to make friends at lunch, often the most difficult part of the school day; and

WHEREAS, Beyond Differences was established in 2010 to empower students to end social isolation in middle school through online and on-campus programs; and

WHEREAS, Beyond Differences has had a tremendous impact because it is a teen-led social movement which emphasizes peer-to-peer training and school-based activities; and

WHEREAS, <u>www.nooneeatsalone.org</u> is being used as a web tool to encourage participation and sign up schools for this national day of action; and

WHEREAS, Beyond Differences is leading National No One Eats Alone Day on February 9, 2018.

NOW, THEREFORE, BE IT RESOLVED, that the Sacramento City Unified School District joins Beyond Differences in proclaiming February 9, 2018, National No One Eats Alone Day and encourages all middle schools to join in this effort and hold a No One Eats Alone on their campus.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 1st day of February, 2018, by the following vote:

A YES: NOES: ABSTAIN: ABSENT:		
ATTESTED TO:		
Jessie Ryan President of the Board of Education	Jorge A. Aguilar Superintendent	



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 7.3

Meeting Date: February 1, 2018

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Subject: Approve Resolution No. 2983: Recognition of Teen Dating Violence Awareness and Prevention Month, February 2018			
 □ Information Item Only □ Approval on Consent Agenda □ Conference (for discussion only) □ Conference/First Reading (Action Anticipated:) □ Conference/Action □ Action □ Public Hearing 			
<u>Division</u> : Board Office			
Recommendation: Approve Resolution No. 2923: Recognition of Teen Dating Violence Awareness and Prevention Month, February 2018.			
<u>Background/Rationale</u> : Teen dating violence is a serious and growing problem throughout California, and teen dating violence intervention and prevention programs can help ensure a positive school climate for all students. The Resolution recognizes the importance of raising and addressing the issue of teen dating violence during the month of February and beyond.			
Financial Considerations: None			
LCAP Goal(s): Safe, Emotionally Healthy and Engaged Students			
<u>Documents Attached:</u> 1. Resolution No. 2982			

Estimated Time of Presentation: 5 minutes

Submitted by: Michael Minnick, Board 2nd Vice President

Approved by: Jorge A. Aguilar, Superintendent

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

RESOLUTION NO. 2983

RECOGNITION OF TEEN DATING VIOLENCE AWARENESS AND PREVENTION MONTH, FEBRUARY 2018

WHEREAS, Teen dating violence is a serious and growing problem throughout California; and

WHEREAS, Teen dating violence intervention and prevention programs can help to ensure a positive school climate and safe learning environment for all pupils, address warning signs of dating violence among pupils before behaviors escalate, and protect the safety of targeted students; and

WHEREAS, each year, an estimated 1 in 10 American teenagers is physically hurt by a boyfriend or girlfriend; and

WHEREAS, according to the Center for Disease Control and Prevention, Dating Matters: Strategies to Promote Healthy Teen Relationships, 1 in 4 adolescents report verbal, emotional, physical, or sexual dating abuse each year; and

WHEREAS, 43% of LGBTQ teens reported experiencing physical dating violence; and

WHEREAS, 59% of LGBTQ teens reported emotional abuse, compared to 46% of heterosexual youth; and

WHEREAS, teen dating violence has been linked to other forms of violence and aggression against peers, including bullying, sexual harassment, sexual violence, and physical violence; and

WHEREAS, victims of teen dating violence have increased risk for truancy, dropout, teen pregnancy, suicide, having eating disorders, and engaging in other harmful behaviors such as use of alcohol, tobacco, and other drugs; and

WHEREAS, nearly half of students who experience dating violence have reported that some of the abuse took place on school grounds; and

WHEREAS, pupils who are victims in high school are at higher risk for victimization during college, and adolescent perpetrators of dating violence are more likely to abuse their intimate partners as adults; and

WHEREAS, the establishment of Teen Dating Violence Awareness and Prevention Month will benefit schools, communities, families, and all youth;

WHEREAS, we encourage anyone interested in learning more about how to prevent Teen Dating Violence to visit www.breakthecycle.org; now, therefore, be it

NOW, THEREFORE, BE IT RESOLVED, that the Sacramento City Unified School Board work closely with the City, County and other state and local municipalities and community organizations to ensure our students and families are offered a protected space; and

RESOLVED FURTHER, that the Sacramento City Unified School Board of Education proclaims the month of February 2018 as Teen Dating Violence Awareness and Prevention Month, and supports communities to empower teens to develop healthy and violence-free relationships throughout their lives.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 1ST day of February, 2018, by the following vote:

A YES:		
NOES:		
ABSTAIN:		
ABSENT:		
ATTESTED TO:		
Jessie Ryan	Jorge A. Aguilar	
President of the Board of Education	Superintendent	



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 9.1

Meeting Date: February 1, 2018

<u>Subject</u>	: Public Hearing on the Renewal Charter Petition and Petition Admission Preferences for Aspire Capitol Heights Academy
	Information Item Only Approval on Consent Agenda Conference (for discussion only) Conference/First Reading (Action Anticipated: March 15, 2018) Conference/Action Action Public Hearing

Division: Academic Office

Recommendation: To conduct Public Hearing to consider the level of support for the Renewal Charter Petition for Aspire Capitol Heights Academy and approve petition admission preferences.

<u>Background/Rationale</u>: The Governing Board will hold a Public Hearing in accordance with Education Code section 47605 (b) and 47607 (a)(2) to consider the level of support for the renewal charter of Aspire Capitol Heights Academy. (Charter petition expiration date: June 30, 2018). The Governing Board will also approve petition admission preferences in accordance with AB1360.

Sacramento City Unified School District received Aspire Capitol Heights Academy's Renewal Charter Petition on January 19, 2018. SCUSD and Aspire Capitol Heights Academy have not mutually agreed to a 30-day extension for approval or denial of the charter renewal.

<u>Financial Considerations</u>: Financial and compliance considerations will be made available for this agenda item after staff has thoroughly reviewed the charter renewal petition.

LCAP Goal(s): Family and Community Empowerment

Documents Attached:

- 1. Executive Summary
- 2. Public Hearing Notice
- 3. Charter Petition (Proposed): 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

Academic Office

Public Hearing on the Renewal Charter Petition and Petition Admission Preferences for Aspire Capitol Heights Academy February 1, 2018



I. OVERVIEW / HISTORY

Sacramento City Unified School District originally granted Aspire Capitol Heights Academy's charter petition for establishment in 2003. The charter petition has been renewed numerous times and is now due to expire June 30, 2018.

Sacramento City Unified School District received a renewal charter petition from Aspire Capitol Heights Academy on January 19, 2018. Aspire Capitol Heights Academy is seeking a five-year renewal term for their proposed independent charter school for students in grade levels K-5. The purpose of the Public Hearing is to consider the level of support for the renewal of the charter petition and to approve the petition admission preferences for Aspire Capitol Heights Academy.

II. DRIVING GOVERNANCE

The Charter Petition process is guided by Education Code 47605. The Governing Board will hold a Public Hearing in accordance with Education Code section 47605 (b) and 47607 (a)(2) to consider the level of support for the Charter Petition for Aspire Capitol Heights Academy. Public Hearing must be held within 30 days of receiving a petition and Board Action must take place within 60 days of petition receipt unless both parties mutually agree to an extension of an additional 30 days. District and Aspire Capitol Heights Academy have not mutually agreed to a 30-day extension. The Governing Board will also approve petition admission preferences in accordance with AB1360.

A charter may be renewed an unlimited number of times; however, each renewal must be for exactly five years. Education Code 47607. If a school district fails to make written factual findings to support a denial within 60 days of the district's receipt of a petition, the charter school's petition is automatically renewed. (Cal. Code Regs., tit. 5, §11966.4(c).)

III. BUDGET

The budget for Aspire Capitol Heights Academy should be detailed within the Renewal Charter Petition and Appendices. District staff will present a review of the charter's financials and provide the Board with a review and analysis of the findings at the Board Meeting on March 15, 2018.

IV. GOALS, OBJECTIVES, AND MEASURES

The goal of the Public Hearing is for the Board of Education to consider the level of support for the Renewal Charter Petition and approve the petition admission preferences for Aspire Capitol Heights Academy. District staff will present a comprehensive evaluation of the Renewal

Academic Office 1

Academic Office

Public Hearing on the Renewal Charter Petition and Petition Admission Preferences for Aspire Capitol Heights Academy February 1, 2018



Charter Petition and provide the Board of Education with a review and analysis of the findings at the Board Meeting on March 15, 2018.

V. MAJOR INITIATIVES

Not Applicable.

VI. RESULTS

Not Applicable.

VII. LESSONS LEARNED / NEXT STEPS

- District staff conducts a thorough and comprehensive evaluation of the Renewal Charter Petition.
- District staff presents the findings, review, and analysis of the Renewal Charter Petition at the Board Meeting on March 15, 2018.
- The Board considers District staff's findings, review, and analysis to thereafter approve or deny the Renewal Charter Petition at the Board Meeting on March 15, 2018.

Academic Office 2

Sacramento City Unified School District

Aspire Capitol Heights Academy

NOTICE OF PUBLIC HEARING

The Sacramento City Unified School District hereby gives notice that a Public Hearing will be held as follows:

Topic of Hearing:

Public Hearing on the Renewal Charter Petition and Petition Admission Preferences for Aspire Capitol Heights Academy

Copies of this program may be inspected at:

Serna Educational Center 5735 47th Avenue Sacramento, CA 95824

The Sacramento City Unified School District Governing Board will hold a public hearing in accordance with Education Code section 47605 (b) and 47607 (a)(2) to consider the level of support for the Renewal Charter Petition for Aspire Capitol Heights Academy. The Governing Board will also approve petition admission preferences in accordance with AB1360. The district received the Petition on January 19, 2018.

HEARING DATE: Thursday, February 1, 2018

TIME: 6:00 p.m.

LOCATION: Serna Educational Center

5735 47th Avenue Sacramento, CA 95824

FOR ADDITIONAL INFORMATION CONTACT: Jack Kraemer at <u>jack-kraemer@scusd.edu</u> or (916) 643-9079.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 9.2

Meeting Date: February 1, 2018

<u>Subjec</u>	t: Public Hearing on the Renewal Charter Petition and Petition Admission Preferences for Bowling Green Charter School
	Information Item Only Approval on Consent Agenda Conference (for discussion only) Conference/First Reading (Action Anticipated: March 15, 2018) Conference/Action Action Public Hearing

Division: Academic Office

<u>Recommendation</u>: To conduct Public Hearing to consider the level of support for the Renewal Charter Petition for Bowling Green Charter School and approve petition admission preferences.

<u>Background/Rationale</u>: The Governing Board will hold a Public Hearing in accordance with Education Code section 47605 (b) and 47607 (a)(2) to consider the level of support for the renewal charter of Bowling Green Charter School. (Charter petition expiration date: June 30, 2018). The Governing Board will also approve petition admission preferences in accordance with AB1360.

Sacramento City Unified School District received Bowling Green Charter School's Renewal Charter Petition on January 19, 2018. SCUSD and Bowling Green Charter School have mutually agreed to a 30-day extension for approval or denial of the charter renewal.

<u>Financial Considerations</u>: Financial and compliance considerations will be made available for this agenda item after staff has thoroughly reviewed the charter renewal petition.

LCAP Goal(s): Family and Community Empowerment

Documents Attached:

- 1. Executive Summary
- 2. Public Hearing Notice
- 3. Charter Petition (Proposed): 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

Academic Office

Public Hearing on the Renewal Charter Petition and Petition Admission Preferences for Bowling Green Charter School February 1, 2018



I. OVERVIEW / HISTORY

Sacramento City Unified School District originally granted Bowling Green Charter School's charter petition for establishment in 1993. The charter petition has been renewed numerous times and is now due to expire June 30, 2018.

Sacramento City Unified School District received a renewal charter petition from Bowling Green Charter School on January 19, 2018. Bowling Green Charter School is seeking a five-year renewal term for their proposed dependent charter school for students in grade levels K-6. The purpose of the Public Hearing is to consider the level of support for the renewal of the charter petition and to approve the petition admission preferences for Bowling Green Charter School.

II. DRIVING GOVERNANCE

The Charter Petition process is guided by Education Code 47605. The Governing Board will hold a Public Hearing in accordance with Education Code section 47605 (b) and 47607 (a)(2) to consider the level of support for the Charter Petition for Bowling Green Charter School. Public Hearing must be held within 30 days of receiving a petition and Board Action must take place within 60 days of petition receipt unless both parties mutually agree to an extension of an additional 30 days. District and Bowling Green Charter School have mutually agreed to a 30-day extension. The Governing Board will also approve petition admission preferences in accordance with AB1360.

A charter may be renewed an unlimited number of times; however, each renewal must be for exactly five years. Education Code 47607. If a school district fails to make written factual findings to support a denial within 60 days of the district's receipt of a petition, the charter school's petition is automatically renewed. (Cal. Code Regs., tit. 5, §11966.4(c).)

III. BUDGET

The budget for Bowling Green Charter School should be detailed within the Renewal Charter Petition and Appendices. District staff will present a review of the charter's financials and provide the Board with a review and analysis of the findings at the Board Meeting on March 15, 2018.

IV. GOALS, OBJECTIVES, AND MEASURES

The goal of the Public Hearing is for the Board of Education to consider the level of support for the Renewal Charter Petition and approve the petition admission preferences for Bowling Green Charter School. District staff will present a comprehensive evaluation of the Renewal Charter Petition and provide the Board of Education with a review and analysis of the findings at the Board Meeting on March 15, 2018.

Academic Office 1

Academic Office

Public Hearing on the Renewal Charter Petition and Petition Admission Preferences for Bowling Green Charter School February 1, 2018



V. MAJOR INITIATIVES

Not Applicable.

VI. RESULTS

Not Applicable.

VII. LESSONS LEARNED / NEXT STEPS

- District staff conducts a thorough and comprehensive evaluation of the Renewal Charter Petition.
- District staff presents the findings, review, and analysis of the Renewal Charter Petition at the Board Meeting on March 15, 2018.
- The Board considers District staff's findings, review, and analysis to thereafter approve or deny the Renewal Charter Petition at the Board Meeting on March 15, 2018.

Academic Office 2

Sacramento City Unified School District

Bowling Green Charter School

NOTICE OF PUBLIC HEARING

The Sacramento City Unified School District hereby gives notice that a Public Hearing will be held as follows:

Topic of Hearing:

Public Hearing on the Renewal Charter Petition and Petition Admission Preferences for Bowling Green Charter School

Copies of this program may be inspected at:

Serna Educational Center 5735 47th Avenue Sacramento, CA 95824

The Sacramento City Unified School District Governing Board will hold a public hearing in accordance with Education Code section 47605 (b) and 47607 (a)(2) to consider the level of support for the Renewal Charter Petition for Bowling Green Charter School. The Governing Board will also approve petition admission preferences in accordance with AB1360. The district received the Petition on January 19, 2018.

HEARING DATE: Thursday, February 1, 2018

TIME: 6:00 p.m.

LOCATION: Serna Educational Center

5735 47th Avenue Sacramento, CA 95824

FOR ADDITIONAL INFORMATION CONTACT: Jack Kraemer at <u>jack-kraemer@scusd.edu</u> or (916) 643-9079.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.1

Meetin	g Date: February 1, 2018
<u>Subjec</u>	t: Discuss and Approve the Naming of C.K. McClatchy High School Athletic Field
	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: To approve the naming of the newly installed C.K. McClatchy track and field facility to Jack Mauger & Al Baeta Track and Field Complex for the next 10-years.

<u>Background/Rationale</u>: A community meeting of parents, staff, students and community members met on November 6, 2017 to discuss the possible naming of the sports complex. Their proposal was brought to the Board Facilities Committee on January 16, 2018 and was recommended by the Committee to move forward for final Board approval.

At this time, vetting of these names did not disclose any negative or controversial issues. If new information becomes available the Board may reconsider this action.

<u>Financial Considerations</u>: None. The cost for any marquee or signage will be paid through donations or sponsorships.

LCAP Goal(s): Family and Community Empowerment

Documents Attached:

- 1. Executive Summary
- 2. Restore the Roar Proposal to Name the McClatchy Track Facility
- 3. Listed Accomplishments for Jack Mauger & Al Baeta

Estimated Time of Presentation: 5 minutes

Submitted by: Cathy Allen, Chief Operations Officer

Peter Lambert, Principal C.K. McClatchy High School

Approved by: Jorge A. Aguilar, Superintendent

Facilities Support Services Discuss and Approve the Naming of C.K. McClatchy High School Athletic Field



February 1, 2018 Board Meeting

I. OVERVIEW / HISTORY

C.K. McClatchy High School has a long history of having an exceptional track and field program, and the surrounding community desired to highlight two individuals from the McClatchy Athletic Hall of Fame who were instrumental in developing that longstanding culture: Jack Mauger & Al Baeta.

II. DRIVING GOVERNANCE

Board Policy 7310 – Naming of Facilities states that the Governing Board shall name schools or individual buildings in recognition of individuals, living or deceased, who have made outstanding contributions to the county or community. Students, staff, families, and community members met in the Fall of 2017 to review and recommend names for the newly constructed sports complex, and that recognition is being brought before the Board for their approval as outline in Board Policy. At this time, initial vetting of these names did not disclose any negative or controversial issues which warranted further investigation. If new information becomes available the Board may reconsider this action.

III. BUDGET

None. The cost for any marquee or signage will be paid through donations or sponsorships.

IV. GOALS, OBJECTIVES, AND MEASURES

The goal of naming the sports complex after two distinguished athletic figures from C.K. McClatchy's history is to highlight their contributions to the school community.

V. MAJOR INITIATIVES

Recognize the valuable contributions of students, staff and community members reflecting the pride of the school's past achievements as well as future aspirations.

VI. RESULTS

After verifying that Board Policy 7310 was followed, the Board shall approve the naming of the newly installed C.K. McClatchy High School track and field to the Jack Mauger & Al Baeta Track and Field Complex, for the next 10-years.

Facilities Support Services Discuss and Approve the Naming of C.K. McClatchy High School Athletic Field



February 1, 2018 Board Meeting

VII. LESSONS LEARNED / NEXT STEPS

Next Steps: Notify the C.K. McClatchy community of the naming of the field once approved by the Board.

PROPOSAL TO NAME THE McCLATCHY TRACK FACILITY

Restore the Roar is proposing to honor two of the members of the McClatchy Athletic Hall of Fame by naming the newly installed track and field facility the <u>Jack Mauger & Al Baeta Track</u> and Field Complex.

Jack Mauger was the first Track coach at McClatchy from 1937 to 1953 and his teams won 7 Sac Joaquin Section track titles during that period. He went on to become track coach at Sacramento Junior College and later held administrative positions at the college.

Al Baeta is a runner who learned his skill under the tutelage of Jack Mauger. He graduated from McClatchy in 1952 and also competed at Sacramento Junior College and at UC Berkeley. At UC Berkeley he was the member of a record breaking two-mile relay team only to have the team finish second to Fordham and the record was never recorded. Al returned to Sacramento to coach high school and Junior College (ARC) Cross Country and Track. As his resume shows, he was also involved in coaching several U.S. National and Olympic teams.

These two men also were instrumental in putting Sacramento on the map as a first class running and track town. They worked together to bring the National AAU Track meets and Olympic qualifying meets to Sacramento. They are well-known as the stewards of track and field in Sacramento.

Restore the Roar would like to honor these great coaches by naming the McClatchy Track & Field complex in their honor. This is proposed not only because of their terrific accomplishments but also to shine a light on the great tradition of track and field in Sacramento that had its origins at McClatchy High School. McClatchy athletics has a long and heralded tradition. Naming this track complex after these coaches displays that tradition in front of the student body and the larger McClatchy community.

Al Baeta Coaching Legend

Al Baeta was a member of the class of 1952 at McClatchy High School. He played "B" Football and ran track and cross country and later competed at Sacramento Junior College and UC Berkeley. He is best known for his years of coaching and promoting track events in the Sacramento Area.

- Competed in Track and Field at McClatchy High School and Sacramento Junior College.
- Coached teams at both Mira Loma High School and American River College.
- U.S. Olympic Men's Track and Field staff in 1992 and 1996.
- Served on the International Games Preparation Group of the U.S. Olympic Committee.
- Ran for legendary Coach Brutus Hamilton at the University of California at Berkeley.
- Cal Bears team broke the two-mile world record only to be beaten by Fordham by three tenths of a second in the same race, 1954.
- Coached the American River College cross country team to <u>23 conference</u> <u>championships and seven Northern California Championships.</u>
- ARC cross country teams qualified for the California <u>State Junior College</u> <u>Championships 22 years</u> in a row.
- ARC cross country team finished second in the state in 1964, 1978, and 1989 and third in the state in 1972, 1973, and 1977.
- American River College also captured five conference championships in track and field and placed third in the state meet in 1970.
- Directed the Men's National AAU Track and Field Championships, 1968.
- Assistant Coach for the United States National Track and Field Team, 1973.
- Manager for the United States National Men's Team competing against West Germany and the U.S.S.R in the first-ever dual meet competition behind the Iron Curtain, 1982.
- Co-Directed the Sacramento International Games, 1984 and 1988.
- Served on the staff of the United States Olympic Men's Track and Field Team competing in the Olympic Games in 1992 and 1996.
- Member of the Sacramento Runners Hall of Fame

Name: Jack Mauger (10/5/1912-10/10/1993) Years at McClatchy: 1937-1953

Career: Educator/ Teacher/Coach/TV Sportscastor/Referee

Sports at McClatchy: Coached Track and ¹¹B¹¹ Football; taught Boys P.E. Classes

Sac-Joaquin Section Titles (Track & Field): 1944, 1945, 1946, 1947, 1948, 1949, 1952

All City Honors: Sacramento Sports Hall of Fame

Honors/Records/Other Information:

UC Berkeley: 1935 Pole Vault Record Set at 14"6" (vaulting left handed with a bamboo pole) (Jack Mauger held the left-handed Pole Vault World Record for 26 years.)

Member Pre-Olympic Travel T earn 1935 (The 1935 team traveled through Europe and into Germany seeing much of the beginnings of WWII; he qualified for he 1936 Olympic team but did not go because he had to o to work.)

California Coaches Association Hall of Fame Inductee 1988 Northern California Officials Association Hall of Fame

Head Track & Field Coach and Athletic Director at Sacramento City College 1954-1962 (also was assistant football coach in his early years there.)

Dean of Students at Sacramento City College 1962 -1967

Dean of Administration at Cosumnes River College 1967-1976

Led the drive for and was responsible for the first all weather track in the Sacramento area at Hughes Stadium.

Sports After McClatchy:

Meet Director for CIF State HS Track & Field Championships
Meet Director for Pacific Association Track & Field Championships
Meet Director for 1967 National AAU Championships for Olympic Qualifying in 1968
Avid golfer at Valley High Country Club; avid tournament player with a 7 handicap
Past President of Valley High Country Club
UC Berkeley Cal Bear Backers Club Member
Known wildely as the "Dean of Track and Field" in the Sacramento Area



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.2

Meeting Date: February 1, 2018

Subject: Approve AB 1200 Disclosure Cost and Approval of the Tentative Agreement with Bargaining Unit – Service Employees International Union (SEIU), Local 1021

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

<u>Recommendation</u>: Approve AB 1200 Disclosure Cost and Approval of the Tentative Agreement with Bargaining Unit – Service Employees International Union (SEIU), Local 1021

<u>Background/Rationale</u>: Government Code section 3547.5 requires public school districts to provide, at a meeting of their governing board, with a summary and costs of negotiated agreements with exclusive representatives before they are implemented. A format for such disclosures has been established by the Superintendent of Public Instruction. The disclosures for each tentative agreement, referenced below, are attached.

<u>Financial Considerations</u>: See attachment A

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

Documents Attached:

- 1. Executive Summary
- 2. Attachment A Sacramento County Office of Education Public Disclosure of Collective Bargaining Agreements (copies to be provided at the Board Meeting)
- 3. Attachment B -Tentative Agreement

Estimated Time of Presentation: 5 minutes

Submitted by: Cancy McArn, Chief Human Resources Officer and

Gerardo Castillo, Chief Business Officer

Approved by: Jorge A. Aguilar, Superintendent

Human Resource Services

Approve AB 1200 Disclosure Cost and Approval of the Tentative Agreement with Bargaining Unit – Service Employee International Union, Local 1021 (SEIU)



February 1, 2018 Board Meeting

I. OVERVIEW / HISTORY

Government Code §3547.5 requires districts to provide the Board of Education, as well as the public, with a summary and costs of negotiated agreements with exclusive representatives before they are implemented. The AB 1200 Disclosure provides a summary of the major provisions of the terms of the negotiated tentative agreement. In addition, the cost of the terms for the years of the agreement must also be presented to the public prior to the final approval.

II. DRIVING GOVERNANCE

- Board Policy Administrative Regulation 4243.1 Public Notice Personnel Negotiations – Before entering into a negotiated agreement, the Board shall disclose, at a public meeting, the major provisions of the agreement, including but not limited to the costs that would be incurred by the district under the agreement for the current and subsequent fiscal years.
- Government Code 3547.5 Before a public school employer enters into a written
 agreement with an exclusive representative covering matters within the scope of
 representation, the major provisions of the agreement, including, but not limited to,
 the costs that would be incurred by the public school employer under the
 agreement for the current and subsequent fiscal years, shall be disclosed at a public
 meeting of the public school employer in a format established for this purpose by
 the Superintendent of Public Instruction.
- Government Code 3540.2 A school district that has a qualified or negative certification pursuant to Section 42131 of the Education Code shall allow the county office of education in which the school district is located at least 10 working days to review and comment on any proposed agreement made between the exclusive representative and the public school employer.

III. BUDGET

See Attachment A: Sacramento County Office of Education, Public Disclosure of Collective Bargaining Agreement

IV. GOALS, OBJECTIVES, AND MEASURES

Service Employees International Union, Local 1021 ("SEIU") and the Sacramento City Unified School District ("District"), collectively referred to as the "Parties" negotiated in good faith to reach a three year Tentative Agreement ("TA"), as set forth in Attachment B.

Human Resource Services

Approve AB 1200 Disclosure Cost and Approval of the Tentative Agreement with Bargaining Unit – Service Employee International Union, Local 1021 (SEIU)



February 1, 2018 Board Meeting

V. MAJOR INITIATIVES

Service Employees International Union, Local 1021 ("SEIU")

The key provisions of the Tentative Agreement with SEIU are summarized as follows:

Article 1 – Union Certification and Recognition

With the recent passage of AB670, "Yard Duty" employees also known as Morning Duty and Noon Duty employees shall be included into the classified bargaining unit, SEIU, Local 1021.

• Article 6 – Compensation

- a) For the 2016-2017 year, the SEIU salary schedule(s) will increase by 2.0% effective January 1, 2017.
- b) For the 2017-2018 school year, the SEIU salary schedule(s) will increase by 2.0% effective July 1, 2017.
- c) For the 2018-2019 school year, the SEIU salary schedule(s) will increase by 3.5% effective July 1, 2018.
- d) Occupational Therapist shall receive a salary increase of 10% in addition to any other salary increases bargained pursuant to the findings of the SCUSD 2016 External Competitiveness Review.
- e) Buyer II shall receive a salary increase of 6% in addition to any other salary increases bargained pursuant to the findings of the SCUSD 2016 External Competitiveness Review.
- f) Network Specialist I shall receive a salary increase of 2% in addition to any other salary increases bargained pursuant to the findings of the SCUSD 2016 External Competitiveness Review. The District shall maintain the current percentage increase between Network Specialist I and Network Specialist II
- g) Instructional Aide, Child Development shall be increased by 1 Range above the current, in addition to any other salary increases bargained in recognition of the additional qualifications and certificates they are required to achieve and maintain.
- h) Bus Drivers All current five (5) hour bus drivers shall be increased to six (6) hours. Upon ratification of this agreement, all newly hired bus drivers will be six (6) hours. The District shall maintain 30% of the drivers at eight (8) hours.
- i) Increase footwear expenses for identified employees from \$135 to \$200 annually
- j) Increase the timeframe for employees overpaid to be allowed to repay the

Human Resource Services

Approve AB 1200 Disclosure Cost and Approval of the Tentative Agreement with Bargaining Unit – Service Employee International Union, Local 1021 (SEIU)



February 1, 2018 Board Meeting

full amount over one-half times the length of the overpayment

Article 7 – Fringe Benefits

Beginning in 2018-19 school year, six (6) hour (or greater) bargaining unit members will contribute one third of one percent (1/3 percent) of salary toward OPEB (retirement benefits).

• Article 9 – Assignments -- Meals and Lodging – Transportation Workers

- a) Meal allowance reimbursement for field trips out-of-district where the destination exceeds a radius of forty (40) miles from the District transportation yard or of more than six (6) hours duration, on weekends or other non-work days, shall be provided.
- b) Uniforms: The District increased the annual amount from \$135 to \$200 for the purpose of purchasing the appropriate safety footwear, as determined by the District. Purchasing accounts will be set up. Such safety footwear must be worn at all times while performing their duties.
- c) The District shall provide aprons, shirts (5 at hiring and 3 each year thereafter), hair nets, hats, or visors which are required to be worn and maintained by all nutrition services food service assistants at all times.

Article 11 – Vacations

Following ratification and Board approval, employees may cash out a one-time offer of up to thirty (30) days of vacation.

• Article 12 – Leaves

- a) The District increased childbirth leave from one (1) day to three (3) days leave with pay for the birth of their child, or beginning on the day of final legal adoption of a child, or on the day of initial adoptive placement of a child.
- b) All permanent unit members may use sick leave for paid family medical leave to care for an ill family member. Permanent employees requesting sick leave for an ill or injured family member may be required to provide notice and verification as required in articles 12.2.8 and 12.2.12. Such use of sick leave shall not exceed a total of 12 weeks within a rolling 12-month period. Benefits available under Article 12.2.10 are excluded.
- c) Classified employees accepting certificated positions will have additional rights back to their classified position, unless they were nonelected or laid off from their certificated position

Article 13 – Transfers

 Each department shall not exceed five (5) voluntary transfers per school year if the employee requesting the transfer currently works in the same classification, with the same work months and hours as the vacancy;

Human Resource Services

Approve AB 1200 Disclosure Cost and Approval of the Tentative Agreement with Bargaining Unit – Service Employee International Union, Local 1021 (SEIU)



February 1, 2018 Board Meeting

- Employees currently undergoing disciplinary action, or have been administratively transferred within the last 12 months, or those with a current overall evaluation of "Does Not Meet Expectations" shall not be permitted to transfer using this article.
- b) All other transfer requests into schools or administrative sites shall be decided on case-by-case basis for special circumstances, and may necessitate a meeting between the requestee, the requestee's Union representative, and Human Resources designee. Such requests shall be considered. Employees currently undergoing disciplinary action, or have been administratively transferred within the last 12 months, or those with a current overall evaluation of "Does Not Meet Expectations" shall not be permitted to transfer using this article.
- c) An employee may not voluntarily transfer more than once every three (3) fiscal years.

• Article 19 – Disciplinary

a) The District must issue a Notice of Proposed Disciplinary Action within 60 days, unless mutually agreed to be extended, of the date the District was notified of the act, occurrence, event or circumstance alleged to constitute cause for disciplinary action.

• Article 25 – Duration

- a) This Agreement will remain in effect from July 1, 2017 to June 30, 2020.
- b) The parties agree to re-openers for total compensation and up to two additional articles by each party in the 2nd and 3rd year of the agreement.

Other

- a) Extended Catastrophic Sick Leave Donations by an additional 3 months, August 1 to January 31 annually.
- b) New Employee Orientation Meetings to comply with the new law

VI. RESULTS

Good faith bargaining between the Parties resulted in a signed TA between with SEIU and the District.

VII. LESSONS LEARNED / NEXT STEPS

Approve AB 1200 Disclosure of Cost and the Tentative Agreement for SEIU.

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SEIU Local 1021 Negotiations with Sacramento Unified School District

Union Proposal #

1

District's Response

Date:

Date: 9/26/17

13.3 Transfers—Voluntary (Departments Employees Assigned to School Sites - Group AOnly)

13.3.1 All permanent unit employees may request a transfer for each numbered Notice of Vacancy by submitting a "Request for Transfer/Additional Hours" form and an application for employment to the Human Resources Office no later than August 30, 2017-March 1st of the current year to be considered for the subsequent school year. Eligible employees shall be put on an eligibility list for future openings at a specific school site. Applications must be submitted by the deadline for each school year. for future openings during the 2017-18 school year and no later than, 2018 for future openings during the 2018-19 school year.

- 13.3.2 <u>A Request for Transfer must be accepted Each department shall not exceed five (5) voluntary transfers per school year if the employee requesting the transfer currently works in the same classification, with the same work months and hours as the vacancy; except eEmployees currently undergoing disciplinary action, or have been administratively transferred within the last 12 months, or those with a current overall evaluation of "Does Not Meet Expectations" shall not be permitted to transfer using this article.</u>
- 13.3.2.1 If more than one Request for Transfer is received, the most senior employee in the vacant-job classification, work months, and hours as the vacancy shall be awarded the transfer.
- 13.3.2.2 An employee may not voluntarily transfer more than once every two fiscal years. [Move to below so that it applies to Dept voluntary transfers and All Other Transfers]

All Other Voluntary Transfer Requests (Group B)

All permanent unit employees, excluding those in Article 13.3 and 13.3.1, may request a transfer for each numbered Notice of Vacancy by submitting a "Request for Transfer" form no later than the final filing date of the posting.

- 13.3,2.2 All other transfer requests into schools or administrative sites shall be decided on case-by-case basis for special circumstances, and may necessitate a meeting between the requestee, the requestee's Union representative, and Human Resources designee. Such requests shall be considered. Employees currently undergoing disciplinary action, or have been administratively transferred within the last 12 months, or those with a current overall evaluation of "Does Not Meet Expectations" shall not be permitted to transfer using this article.
- 13.3.2.3 An employee may not voluntarily transfer more than once every three (3) fiscal years.
- 13.3.2.3Any permanent employee who accepts a voluntary transfer (change in work location without a change in classification) shall be allowed to release himself/herself for any reason within thirty (30) calendar days of beginning his/her assignment. Likewise, the District shall be allowed to release an employee within thirty (30) calendar days of the employee beginning work in the new assignment. Any employee released under this section shall be returned to the site or administrative unit, classification, and hours to which they were employed immediately prior to the transfer.

SEIU Local 1021 Negotiations with Sacramento Unified School District

Union Proposal # 2	Date:	6/13/17
District Response	Date:	TA 11:34AM

12.26 Permanent Classified Employees Accepting Probationary Contract

12.26.1 A permanent classified employee of the District who is offered and accepts a probationary contract for certificated employment within the District shall be required to resign his/her classified position but will retain the rights as outlined in sections 12.26.2 through 12.26.4 below.

12.26.2 If the employee is nonreelected from his/her certificated position at the end of either the first or second year, the employee shall be placed on the 39-month classified employee reemployment list (effective the first date following his/her last date of employment as a certificated employee) and assigned to the next available vacancy based upon his/her District seniority in the classification from which he/she resigned and shall not have any displacement ("bumping") rightsretain the right to displace (bump) the least senior employee in the classification, work year and work hours from which he/she resigned. If there is no vacancy or if the employee does not have enough seniority to displace a less senior employee in the district, the employee shall be placed on the 39-month classified employee reemployment list (effective the first date following his/her last date of employment as a certificated employee).

12.26.3 If an employee under this section becomes a permanent certificated employee of the District he/she shall no longer have any rights to reemployment as a classified employee under this Agreement. Moreover, if an employee is released during his/her first or second probationary year of certificated employment for cause, he/she shall have no *automatie*-return rights to his/her classified position.

12.26.4 Employees nonreelected or laid off from a certificated position after their first or second probationary third year shall only have the right to be placed in the next available vacancy from which he/she resigned as indicated above, and shall not have any displacement ("bumping") rights.

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SEIU Local 1021 Negotiations with Sacramento Unified School District

Union Response to District Counter to Proposal #

3

Date: 6/13/17

9.11.2 The District will provide transportation shop personnel, roofers, and other staff as designated by the District with an annual allowance of \$135-up to \$165-\$200 vouchers redeemable at Grainger Industrial Supply, 3691 Industrial Blvd, West Sacramento, for the purpose of purchasing the appropriate safety steel-toed footwear as determined by the District. Purchasing accounts will be set up. Such safety steel-toed footwear must be worn at all times while performing their duties.

9.11.3 STRIKE ALL

Renumber subsequent articles.

[A 10:13AM

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Michael May

Union Proposal #

5

Date: 12/13/17

1.3 Bargaining Units

Add the following job classifications to the SEIU Local 1021-represented bargaining units

Administrative Assistant to Chief Bus Officer

Administrative Assistant CAMS

Administrative Assistant EIS

Administrative Assistant HRS

Auditor Analyst

Board of Education Specialist

Budget Analyst

Child Sitter

Classification and Compensation Specialist

HRS Analyst

Office Assistant - Fiscal Services

Personnel Specialist

Special Assistant to BOE

Yard Duty

Crossing Guards - aka Walking Attendant

All current substitute, per diem, or on-call employees

District's Response (Amended)

The District does not accept this proposal due to the conflict of interest of confidential positions. In addition, the District does not have a need, nor funding, for non-represented positions listed above to be required to work 9, 10, 11, or 12 months as they are intermittent/as needed.

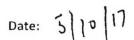
However, the District agrees with the recent passage of AB670, that "Yard Duty" also known as Morning Duty or Noon Duty, shall be included into the classified bargaining unit, SEIU, Local 1021. The District is proposing that they be included in the Operations Support Services unit of SEIU and be placed on Range 22.

7 M gg/ CW S2

Date: 12/13/17

SEIU Local 1021 Negotiations with Sacramento Unified School District
Union Proposal # 6

Date: 5 17



Article 9.9.1 For out-of-District field trips where the destination exceeds a radius of forty (40) miles from the District transportation yard or and of more than six (6) hours duration, meal allowances will be paid as follows:

Breakfast: \$10.00 (if required to be on duty prior to 6:00 a.m.)

Lunch: \$15.00

Dinner: \$31.00 (if required to be on duty after 7:00 p.m.)

The reimbursement rate shall be at the rate of the U.S. General Services Agency, or whichever amount is greater.

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Union Proposal #

7

Date: 6/2//17

Article 9.9.1.2 For field trips scheduled on weekends or other non-work days, meal allowances will be paid as follows:

Breakfast: \$10.00 (if required to be on duty prior to 6:00 a.m.)

Lunch: \$15.00

Dinner: \$31.00 (if required to be on duty after 7:00 p.m.)

The reimbursement rate shall be at the rate of the U.S. General Services Agency, or whichever amount is greater.

Union Proposal #

Union counter to District Response:

Article 6 – Compensation – Bus Driver

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All employees in Job Class Code 092000 shall receive a salary increase of 6% 3% in addition to any other salary increases bargained pursuant to the findings of the SCUSD 2016 External Competitiveness Review and the current difficulties the District has in recruiting and retaining school but drivers. The District shall maintain the current percentage increase between Bus Driver and School Bus Driver Instructor.

District's Response:

According to the SCUND 2016 External Competitiveness Review for Bus Drivers, the Market Base Salary Midpoint is \$35,413 and SCUSD is \$36,318.

SCUSD also compensates employees at 100% of health benefit costs, offers longevity and education incentives.

Mid-point for SCUSD total compensation is \$70,678 versus external mid-point of \$53,855.

The District believes that the total compensation for Bus Drivers with surrounding school districts is competitive.

Union's Rebuttal:

Clearly the District is not competitive enough with surrounding school districts as we cannot recruit or retain sufficient numbers of drivers.

DISTRICT'S RESPONSE:

All Bus Drivers are employed at a minimum of 5 hours per day; however, the District agrees that 30% of the employed Bus Drivers shall be at 6 hours per day.

UNION COUNTER:

Thirty percent (30%) of employed School Bus Drivers shall be guaranteed 8 hours per day. All other School Bus Drivers who agree to make themselves available shall be guaranteed 7 hours per day.

DISTRICT COUNTER

All 5 hour bus drivers shall be increased to cohes.

Upon ratification of this agreement, all newly hired bus drivers will be 6 hrs. THE DISTRICT SHALL MAINTAIN 30% OF DRIVERS AT SHOURS.

Union Proposal # 9

Karla Faucett

Date: TA - 11:49An Date: 6/2(17

District Response:

Article 6 - Compensation - Occupational Therapist

All employees in Job Class Code 956800 shall receive a salary increase of 16% 10% in addition to any other salary increases bargained pursuant to the findings of the SCUSD 2016 External Competitiveness Review.

Buyer II

All employees in Job Class Code 051600 shall receive a salary increase of 11% 6% in addition to any other salary increases bargained pursuant to the findings of the SCUSD 2016 External Competitiveness Review.

Network Specialist I

All employees in Job Class Code 956000 shall receive a salary increase of 6% 2% in addition to any other salary increases bargained pursuant to the findings of the SCUSD 2016 External Competitiveness Review. The District shall maintain the current percentage increase between Network Specialist I and Network Specialist II

SEIU Local 1021 Negotiations with Sacramento Unified School District
Union Proposal # 10
District Response

Article 6 - Compensation

Date:

Date: 10/25/17

All employees in Job Class Code 073700 IA, Child Development shall be increased by 1 Range above the current, receive a salary increase of 5%-in addition to any other salary increases bargained in recognition of the additional qualifications and certificates they are required to achieve and maintain.

TA 9/27/17 11:59AM

SEIU Local 1021 Negotiations with Sacramento Unified School District

Union Proposal #

11

Date:

Union Counter to District Response

Date: 9/27/17

12.12.7 Family Leave

All permanent unit members may use sick leave for paid family medical leave to care for an ill family member. Such leave shall be required to meet the eligibility criteria set forth by the Family Medical Leave Act and the California Family Rights Act and Permanent employees requesting sick leave for an ill or injured family member may be required to provide notice and verification as required in articles 12.2.8 and 12.2.12. Such use of sick leave shall not exceed a total of 12 weeks.

Benefits available under Article 12.2.10 are excluded.

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TA 10:24AM

SEIU Local 1021 Negotiations with Sacramento Unified School District

Union Proposal # 12

Date: 11/9/17

District Response Date: 11/9/17

12.11 Leave for Childbirth

A <u>three (3) day one (1) day week-leave</u> with pay shall be granted to a permanent or probationary employee <u>at for</u> the birth of <u>his or her their</u> child, or *beginning* on the day of final legal adoption of a child, or on the day of initial adoptive placement of a child. This <u>three (3) days one day week</u> of paid absence shall not be charged to sick leave, vacation, or any other paid absence.

Union Proposal #

14

フリ Date: 8/16/17

Tentative Agreement

Vacation Cash Out

11.2.3 Employees with accumulated vacation shall be allowed to cash out up to a maximum of five (5) twelve (12) eight (8) days each year. Employees desiring to cash out vacation may do so by providing written notification to the Payroll Department sixty (60) days in advance and may cash out twice each fiscal year. Requests received by Payroll by October 1 will be reimbursed by November 30 and requests received by Payroll by May 1 will be reimbursed by June 30.

7.9 8/24

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Union Proposal # 16

TA Date: 6/21/17

6.12.1 The District shall notify the employee of the amount and nature of the overpayment. This notification shall be given to the employee not less than 30 days prior to the deduction of the amount owed from the employee's paycheck and shall include the language set forth in Section 6.12.2 and 6.12.3 below. If the employee does not dispute the debt, the District may begin deducting from the next regular paycheck(s) in *such* an amount equal to, and in like manner and duration as, the amount of overpayment per check that the overpayment is repaid in full over one and one-half times the length of the overpayment. (For example, if the overpayment was made in equal amounts in ten (10) consecutive paychecks, the deduction for repayment shall be made in the same amounts for ten (10) fifteen (15) consecutive paychecks). Nothing in this section shall preclude an employee and the District from agreeing to repay the debt owed in different increments, providing the agreement to do so is voluntary and is reduced to writing.

Java Javelty/ Milad Johns

TA

SEIU Local 1021 Negotiations with Sacramento Unified School District

Union Proposal #

17

Date: 8-16-17

Union Counter to District Response

11.2.4 Within 60 days of <u>Following</u> ratification of this agreement, employees with accumulated vacation shall be allowed to cash out up to thirty (30) days of vacation. This is a one-time offer and employees must apply by October 31stusing the District Vacation Cash Out Form and submitting it to the Payroll Department within 90 days of ratification and approval of this agreement. Payment will be issued no later than December 2017 within 60 days of the application deadline. Board of Education ratifying this agreement.

1 M gym

Milmil floriff

Union Response to District Counter to Proposal #

18

Date: 6/13/17

18.4.4 The written Level I grievance shall be filed by email or template electronically to district designated email address with the Administrative Assistant to the Chief Human Resources Officer upon a form provided by the District, or in person at the Human Resources desk and shall include the following:

- a. A detailed description of the specific grounds of the grievance including names, dates, and places necessary for an understanding of the grievance;
- b. A listing of the specific article(s) and section(s) of the Agreement or statute alleged to have been violated, misinterpreted or misapplied; and
- c. A listing of specific action(s) requested of the District which will remedy the grievance. 18.4.5 The union and the District agree to meet to discuss

developing a new grievance form.

TA 6/13/17 10:215AM

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TA 12:04 PM

Union Proposal # 18 1

Date: 6/21/17

18.6.3 A Level II written grievance shall be considered a formal request for a Level II mediation, and, if the matter remains unsettled after the final mediation session, a written decision by the Superintendent or his/her designee. Initial Mediation shall be requested through the California State Mediation and Conciliation Service held-within thirty (30) five (5) working days from receipt of the written Level II grievance by the Office of Employee Relations Human Resources Office, unless extended by mutual agreement of the parties.

Michael John Harle Fourcett

TA

SEIU Local 1021 Negotiations with Sacramento Unified School District

Union Proposal #

20

Date: 7/17/17

2-50 PM

18.11 Grievance Form

All formal grievances shall be filed as described in Article 18.6.3 18.4.4. on a District grievance form

which shall be designed and agreed upon by the District and the Union.

7

21

Date: 11:541

District Response:

Union Proposal #

Date: 6/21/17

19.2.3 The District must issue a Notice of Proposed Disciplinary Action within 60 days, unless mutually agreed to be extended, of the date the District knew or should have known was notified of the act, occurrence, event or circumstance alleged to constitute cause for disciplinary action.

Union Proposal #

22

Date:

District Response

Date: 7/12/17

19.12.9 Upon receipt of the proposed decision from the hearing officer the board may, to the extent permissible by law:

- a. Adopt the proposed decision in its entirety;
- b. Adopt the proposed decision in part, thereby rejecting other parts;
- c. Modify the proposed disciplinary action and/or proposed decision; or
- d. Reject the proposed decision in its entirety.

Decisions of hearing officers on matters properly before them shall be final and binding on the parties hereto, to the extent permissible by law.

TA 3:42PM

Milwel Swy/

7112/12

Union Proposal # 25

District Response 12/14/17

6.1.3 a. For the 2016-2017 year, the SEIU salary schedule(s) will increase by 2.0% effective January 1, 2017.

b. For the 2017-2018 school year, the SEIU salary schedule(s) will increase by 2.0% effective July 1, 2017.

c. For the 2018-2019 school year, the SEIU salary schedule(s) will increase by 3.5% effective July 1, 2018.

ed god

Union Proposal #

26

Date: 6/13/17

TA 11:25 AM

Attachment G – Catastrophic Sick Leave Bank

Amend C.1. The unit member who wishes to participate in the Bank must donate a minimum of one full sick leave day based on regular assignment hours worked to the Bank. The designated donation period shall occur on August 1 through October 31 January 31 annually. After 15 years of consecutive annual donations, the employee will no longer be required to make further donations to be recognized as a vested member of the catastrophic leave bank.

Add C.9. The District and Union shall meet to design a catastrophic leave bank donation form allowing employees to make a standing donation if desired, or a one-time donation.

electrinic Add C.10. The District shall send outfreminders in August and December to all bargaining unit members of the deadline for submitting donations.

SEIU Local 1021 Negotiations with Sacramento Unified School District

Union Proposal # 27

Date: 10/25/17

Date: 10/25/17

Union Response to District Counter

3.5.1.9 The District will schedule a ten (10) minute segment during the classified new employee orientation for the purposes of acquainting the SEIU covered employees with their SEIU representational rights and the collective bargaining agreement between the District and SEIU.

New Employee Orientation Meetings

- (a) "Newly hired employee" or "new hire" means any classified employee, whether permanent, full time, part time, hired by the District into a bargaining unit position, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by SEIU. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's status changed such that the employee was placed in the SEIU unit.
- (b) The District agrees that each newly hired employee shall participate in a mandatory new employee orientation, as small as one individual, prior to or within the first ten (10) calendar days from date of hire <u>without loss in compensation</u>.
- (c) Each newly hired employee, as part of her or his on-boarding, shall attend a mandatory session, conducted by the Union <u>without loss in compensation</u>.
- (d) If, for any reason, a newly hired employee is unable to attend their scheduled new employee orientation, a make-up orientation shall be scheduled with a mandatory session, conducted by the Union. The parties agree the ten (10) day notice provision for new employee orientation in AB 119 is waived. The District shall provide notice referenced in 3.5.1.15.
- (e) Union designee(s), including, but not limited to, Union representative, officers, stewards, and members, shall conduct the sessions covered under this agreement.
- (f) The new employee orientation session shall be held at the District Office.

3.5.1.11 Release Time

The District shall grant Union designee(s) release time, including reasonable time for travel and set up, without loss in compensation to conduct any sessions, meetings, and trainings covered by this agreement.

3.5.1.12 Neutrality

The District representatives shall be absent from the room during any sessions, meetings, or trainings, conducted by the Union, with Newly Hired Employees.

3.5.1.13 Facility and Resource Access

The Union shall-have a right to access and use the District's facilities and audio-visual equipment to conduct sessions and separate meeting with newly hired employees.

3.5.1.14 Employee Information

The District shall provide the Union designee(s) with electronic notification in malleable electronic format of the name, job title, department, work location, work, home and personal cellular telephone numbers, home address, and personal and work e-mail addresses of any newly hired employee within ten (10) calendar days of the date of hire.

3.5.1.15 Notice of Newly Hired Employee(s)

The District shall provide the Union with at least ten (10) days' notice of any new employee orientation meeting and send an electronic list of expected participant(s) at least forty-eight (48) hours in advance of the new employee orientation meeting, to include the name, job title, department, work location, work, home and personal cell telephone numbers, personal email addresses on file with the employer, and home address of newly hired employees. Additionally, the District shall provide this information to the Union for all bargaining unit employees at least every 120 days or when requested.

Sacramento Unified School District with SEIU Local 1021 Negotiations 2017

TA11:15

Union Response to District Proposal #

1

Date: 6/27/17

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Article 25 Duration

25 Effect

This Agreement shall be effective after ratification by the Board and by the Union.

25.1 Signing of Agreement

This Agreement is effective on the date ratification is completed by the Board of Education of the Sacramento City Unified School District and Local <u>1021</u>790, of the Service Employees International <u>Union</u>.

25.2 Duration

This Agreement shall be effective upon ratification by the parties, and shall begin July 1, 2005 July 1, 2017, and continue through June 30, 2020 2008. The parties agree to reopeners up to two (2) articles by each party on total compensation in the 2nd and 3rd year of the agreement.

Sacramento Unified School District with SEIU Local 1021 Negotiations 2017

Date: 8/9/17

District Proposal #3

17.5.1 Job Related Courses

Fifty percent (50%) of the professional growth credits (24 units) shall be directly related to the employee's duties as defined by job classification specifications and/or related to other District positions for which the employee seeks to qualify for transfer and/or promotion.

17.5.2 General Education Courses

Fifty percent (50%) of the professional growth credits (24 units) may be "general education" units which shall be certified as appropriate by the Chief Personnel Officer or designee. Courses which are avocational, hobby type or are taken for personal pleasure or amusement are not certifiable.

TA 12:17 PM

Sacramento Unified School District with SEIU Local 1021 Negotiations 2017

Union Response to District Proposal #

34

Date: 9/27/17

Beginning in 2018-19 school year, six (6) hour (or greater) bargaining unit members will contribute \$15/month one third of one percent (1/3%) of salary toward OPEB (retirement

benefits).

Sacramento Unified School District with SEIU Local 1021 Negotiations 2017

District Proposal #5 (Amended)

Date: 12/13/17

New Article

-uniform.-

(3at hiring & 3 each year thereafter) 9.11.5 The District shall provide aprons, shirts hair nets, hats, or visors which are required to be worn and maintained by all nutrition services food service assistants at all times. Non--uniform black pants, preferred for safety reasons, of unspecified design shall be worn-with

Sacramento Unified School District with SEIU Local 1021 Negotiations 2017

TA

Date: 12/13/17

District Proposal #6

New Article

During Per Diem Summer Work, the following criteria shall be used to select eligible applicants that apply to work during summer:

- a. Food Service Assistant IVs with the most seniority in that classification shall be selected for available positions.
- b. Food Service Assistant IIIs who are currently Food Service Assistant IV or Food Service Assistant III by using their Food Service Assistant III seniority date in that classification shall be selected for available positions.
- c. Food Service Assistants who are currently employed in the District, who apply and meet the qualifications of the classification shall be selected for available positions.

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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.3

Meeting Date: February 1, 2018

Subject: Approve AB 1200 Disclosure Cost and Approval of the Tentative Agreement with Bargaining Unit –Teamsters, Local 150

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 AB 1200 Disclosure Cost and Approval of the Tentative Agreement with Bargaining Unit –Teamsters, Local 150

<u>Background/Rationale</u>: Government Code section 3547.5 requires public school districts to provide, at a meeting of their governing board, with a summary and costs of negotiated agreements with exclusive representatives before they are implemented. A format for such disclosures has been established by the Superintendent of Public Instruction. The disclosures for each tentative agreement, referenced below, are attached.

Financial Considerations: See attachment A

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

Documents Attached:

- 1. Executive Summary
- 2. Attachment A Sacramento County Office of Education Public Disclosure of Collective Bargaining Agreements (copies to be provided at the Board Meeting)
- 3. Attachment B -Tentative Agreement

Estimated Time of Presentation: 5 minutes

Submitted by: Cancy McArn, Chief Human Resources Officer and

Gerardo Castillo, Chief Business Officer

Approved by: Jorge Aguilar, Superintendent

Board of Education Executive Summary

Human Resource Services

Approve AB 1200 Disclosure Cost and Approval of the Tentative Agreement with Bargaining Unit – Teamsters, Local 150



February 1, 2018 Board Meeting

I. OVERVIEW / HISTORY

Government Code §3547.5 requires districts to provide the Board of Education, as well as the public, with a summary and costs of negotiated agreements with exclusive representatives before they are implemented. The AB 1200 Disclosure provides a summary of the major provisions of the terms of the negotiated tentative agreement. In addition, the cost of the terms for the years of the agreement must also be presented to the public prior to the final approval.

II. DRIVING GOVERNANCE

- Board Policy Administrative Regulation 4243.1 Public Notice Personnel Negotiations – Before entering into a negotiated agreement, the Board shall disclose, at a public meeting, the major provisions of the agreement, including but not limited to the costs that would be incurred by the district under the agreement for the current and subsequent fiscal years.
- Government Code 3547.5 Before a public school employer enters into a written
 agreement with an exclusive representative covering matters within the scope of
 representation, the major provisions of the agreement, including, but not limited to,
 the costs that would be incurred by the public school employer under the
 agreement for the current and subsequent fiscal years, shall be disclosed at a public
 meeting of the public school employer in a format established for this purpose by
 the Superintendent of Public Instruction.
- Government Code 3540.2 A school district that has a qualified or negative certification pursuant to Section 42131 of the Education Code shall allow the county office of education in which the school district is located at least 10 working days to review and comment on any proposed agreement made between the exclusive representative and the public school employer.

III. BUDGET

See Attachment A: Sacramento County Office of Education, Public Disclosure of Collective Bargaining Agreement

IV. GOALS, OBJECTIVES, AND MEASURES

Teamsters, Local 150 ("Teamsters") and the Sacramento City Unified School District ("District"), collectively referred to as the "Parties" negotiated in good faith to reach a three year Tentative Agreement ("TA"), as set forth in Attachment B.

Board of Education Executive Summary

Human Resource Services

Approve AB 1200 Disclosure Cost and Approval of the Tentative Agreement with Bargaining Unit – Teamsters, Local 150



February 1, 2018 Board Meeting

V. MAJOR INITIATIVES

<u>Teamsters</u>, <u>Local 150 ("Teamsters")</u>

The key provisions of the Tentative Agreement with Teamsters are summarized as follows:

• Article 6 – Compensation

- a) For the 2016-2017 year, the Teamsters salary schedule(s) will increase by 2.5% effective January 1, 2017.
- b) For the 2017-2018 school year, the Teamsters salary schedule(s) will increase by 2.5% effective January 1, 2018.
- c) For the 2018-2019 school year, the Teamsters salary schedule(s) will increase by 3.5% effective July 1, 2018.

Longevity:

10 years of service = 2% of base salary

16 years of service = 3.5% of base salary

19 years of service = 5.0% of base salary

22 years of service = 6.5% of base salary

25 years of service = 8% of base salary

30 years of service = 9.5% of base salary

• Article 7 – Fringe Benefits

Effective 2018-2019 school year, after ratification and Board approval of the tentative agreement, all Teamsters unit members will contribute one third of one percent (1/3 percent) of base salary to retirement benefits.

• Article 9 – Assignments

If a SPOM or Facilities Operations Specialist is assigned to more than one location, the unit member shall be paid at 5 ranges higher for the entire time the unit member is assigned to multiple sites/schools. This would apply to SPOM 1, 2 & 3 positions as well as to the Facilities

Article 11 – Vacations

- a) Earned vacation is to be taken within twelve months following earning except that a maximum of fourteen (14) days may be accumulated and carried over to the next fiscal year. All earned vacation hours accrued beyond the fourteen (14) days shall be cashed out by July 31st of each year.
- b) The current accumulated vacation in excess of fourteen (14) days will be cashed out within 60 days of Board approval or must be used by June 30, 2018. Vacation cash

Board of Education Executive Summary

Human Resource Services

Approve AB 1200 Disclosure Cost and Approval of the Tentative Agreement with Bargaining Unit – Teamsters, Local 150



February 1, 2018 Board Meeting

out will be paid at the hourly rate as of June 30, 2017.

• Article 23 - Duration

- a) This Agreement will remain in effect from July 1, 2017 to June 30, 2020.
- b) The parties agree to re-openers for total compensation and up to two additional articles by each party in the 2nd and 3rd year of the agreement.

VI. RESULTS

Good faith bargaining between the Parties resulted in a signed TA between with Teamsters and the District.

VII. LESSONS LEARNED / NEXT STEPS

Approve AB 1200 Disclosure of Cost and the Tentative Agreement for Teamsters.

12/22/5

District Proposal to Teamsters 12/22/17



TA'Z

Article 6 - Compensation

The Parties agree to create a new Article 6 Section 6.1.5 to read as follows:

a. For the 2016-2017 year, the Teamsters salary schedule(s) will increase by 2.5% effective January 1, 2017.

b. For the 2017-2018 school year, the Teamsters salary schedule(s) will increase by 2.5% effective January 1, 2018.

c. For the 2018-2019 school year, the Teamsters salary schedule(s) will increase by 3.5% effective July 1, 2018.

Affile.

Article 7 - Fringe Benefits

New Article

Effective 2018-2019 school year, after ratification and Board approval of the tentative agreement, all Teamsters unit members will contribute one third of one percent (1/3) of base salary to retirement benefits.

Article 11 - Vacations

The Parties agree to revise Article 11 Section 11.2.4 to read as follows:

- c. Earned vacation is to be taken within twelve months following earning except that a maximum of fourteen (14) days may be accumulated and carried over to the next fiscal year.
- d. All earned vacation hours accrued beyond the fourteen (14) days shall be cashed out by July 31st of each year.

The current accumulated vacation in excess of fourteen (14) days will be cashed out within 60 days of Board approval or must be used by June 30, 2018. Vacation cash out will be paid at the hourly rate as of June 30, 2017.

Article 23 Duration/Term of Agreement

The parties agree to revise the following articles read as follows:

Article 23.2 Duration: This Agreement will remain in effect from July 1, 2017 to June 30, 2020.

Article 23.3 Reopening: The parties agree to re-openers for total compensation and up to two additional articles by each party in the 2^{nd} and 3^{rd} year of the agreement.

The current contract shall remain in effect beyond its expiration date, in the event that a successor agreement cannot be agreed to.

M Warie

12)22/17 TA'd

Teamsters, Local 150 Negotiations with Sacramento Unified School District

District Proposal #4

Date: 12/15/17

Cim

6.6 LONGEVITY PAY

Refer to the salary schedule under Appendix A of this agreement for relevant amounts based on years of service.

12:27

Commencing the 2017-18 school year, Teamsters, Local 150 members will be eligible for longevity steps at the following years:

- 10 years of service = 2% of base salary
- 16 years of service = 3.5% of base salary
- 19 years of service = 5.0% of base salary
- 22 years of service = 6.5% of base salary
- 25 years of service = 8% of base salary
- 30 years of service = 9.5% of base salary

M W Danie Hosping CW

Teamsters, Local 150 Negotiations with Sacramento Unified School District

District Proposal #3

Date: 12/15/17

New Article

New Employee Orientation Meetings

- (a) "Newly hired employee" or "new hire" means any classified employee, whether permanent, full time, part time, hired by the District into a bargaining unit position, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by Teamsters, Local 150. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's status changed such that the employee was placed in the Teamsters, Local 150 unit.
- (b) The District agrees that each newly hired employee shall participate in a mandatory new employee orientation, as small as one individual, prior to or within the first fifteen (15) work days from date of hire.
- (c) Each newly hired employee, as part of her or his on-boarding, shall attend a mandatory session, conducted by the Union.
- (d) If, for any reason, a newly hired employee is unable to attend their scheduled new employee orientation, a make-up orientation shall be scheduled with a mandatory session, conducted by the Union. The parties agree the ten (10) day notice provision for new employee orientation in AB 119 is waived. The District shall provide notice referenced in 3.5.1.15.
- (e) Union designee(s), including, but not limited to, Union representative, officers, stewards, and members, shall conduct the sessions covered under this agreement.
- (f) The new employee orientation session shall be held at the District Office.

Release Time

The District shall grant Union designee(s) release time, including reasonable time for travel and set up, without loss in compensation to conduct any sessions, meetings, and trainings covered by this agreement.

Neutrality

The District representatives shall be absent from the room during any sessions, meetings, or trainings, conducted by the Union, with Newly Hired Employees.

Facility and Resource Access

The Union shall have a right to access and use the District's facilities and audio-visual equipment to conduct sessions and separate meeting with newly hired employees.

Employee Information

The District shall provide the Union designee(s) with electronic notification in malleable electronic format of the name, job title, department, work location, work, home and personal cellular telephone numbers, home address, and personal and work e-mail addresses of any newly hired employee within ten (10) calendar days of the date of hire.

Notice of Newly Hired Employee(s)

The District shall provide the Union with at least ten (10) days' notice of any new employee orientation meeting and send an electronic list of expected participant(s) at least forty-eight (48) hours in advance of the new employee orientation meeting, to include the name, job title, department, work location, work, home and personal cell telephone numbers, personal email addresses on file with the employer, and home address of newly hired employees. Additionally, the District shall provide this information to the Union for all bargaining unit employees at least every 120 days or when requested.

Teamsters Local 150 is proposing to the District that any portion of a final negotiated tentative agreement that gives our Bargaining Unit retroactive pay is also paid to any employees who retired during the period covered by that retroactivity.

T/A 11/29/17

Jeff ym

T/A

11/29/17

Teamsters Clarified Proposal to the District 10-30-17 regarding Bargaining Unit employees assigned to more than one site/school

If a SPOM or Facilities Operations Specialist is assigned to more than one location, the unit member shall be paid at 5 ranges higher for the entire time the unit member is assigned to multiple sites/schools. This would apply to SPOM 1, 2 & 3 positions as well as to the Facilities Operations Specialist, Serna Center.

It would not apply to the Operations Specialist bargaining unit position. If new positions are created in the future other than the current positions we would make this portion of the Contract subject to bargaining.

EXAMPLES:

SPOM I Range 43 would be paid at the SPOM 2 range 48

SPOM 2 Range 48 would be paid at the SPOM 3 range 53

SPOM 3 Range 53 would be paid at the Range 58

Facilities Operations Specialist, Serna Center Range 56 would be paid as Range 61



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.4

Meeting Date: February 1, 2018

Subject: Approve AB 1200 Disclosure Cost and Approval of the Tentative Agreement with Bargaining Unit – Teamsters Classified Supervisors, Local 150 (TCS)

Information Item Only

☐ 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 AB 1200 Disclosure Cost and Approval of the Tentative Agreement with Bargaining Unit – Teamsters Classified Supervisors, Local 150 (TCS)

<u>Background/Rationale</u>: Government Code section 3547.5 requires public school districts to provide, at a meeting of their governing board, with a summary and costs of negotiated agreements with exclusive representatives before they are implemented. A format for such disclosures has been established by the Superintendent of Public Instruction. The disclosures for each tentative agreement, referenced below, are attached.

Financial Considerations: See attachment A

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

Documents Attached:

- 1. Executive Summary
- 2. Attachment A Sacramento County Office of Education Public Disclosure of Collective Bargaining Agreements (copies to be provided at the Board Meeting)
- 3. Attachment B -Tentative Agreement

Estimated Time of Presentation: 5 minutes

Submitted by: Cancy McArn, Chief Human Resources Officer and

Gerardo Castillo, Chief Business Officer

Approved by: Jorge A. Aguilar, Superintendent

Board of Education Executive Summary

Human Resource Services

Approve AB 1200 Disclosure Cost and Approval of the Tentative Agreement with Bargaining Unit – Teamsters Classified Supervisors, Local 150 (TCS)



February 1, 2018 Board Meeting

I. OVERVIEW / HISTORY

Government Code §3547.5 requires districts to provide the Board of Education, as well as the public, with a summary and costs of negotiated agreements with exclusive representatives before they are implemented. The AB 1200 Disclosure provides a summary of the major provisions of the terms of the negotiated tentative agreement. In addition, the cost of the terms for the years of the agreement must also be presented to the public prior to the final approval.

II. DRIVING GOVERNANCE

- Board Policy Administrative Regulation 4243.1 Public Notice Personnel Negotiations – Before entering into a negotiated agreement, the Board shall disclose, at a public meeting, the major provisions of the agreement, including but not limited to the costs that would be incurred by the district under the agreement for the current and subsequent fiscal years.
- Government Code 3547.5 Before a public school employer enters into a written
 agreement with an exclusive representative covering matters within the scope of
 representation, the major provisions of the agreement, including, but not limited to,
 the costs that would be incurred by the public school employer under the
 agreement for the current and subsequent fiscal years, shall be disclosed at a public
 meeting of the public school employer in a format established for this purpose by
 the Superintendent of Public Instruction.
- Government Code 3540.2 A school district that has a qualified or negative certification pursuant to Section 42131 of the Education Code shall allow the county office of education in which the school district is located at least 10 working days to review and comment on any proposed agreement made between the exclusive representative and the public school employer.

III. BUDGET

See Attachment A: Sacramento County Office of Education, Public Disclosure of Collective Bargaining Agreement

IV. GOALS, OBJECTIVES, AND MEASURES

Teamsters Classified Supervisors, Local 150 ("TCS") and the Sacramento City Unified School District ("District"), collectively referred to as the "Parties" negotiated in good faith to reach a three year Tentative Agreement ("TA"), as set forth in Attachment B.

Board of Education Executive Summary

Human Resource Services

Approve AB 1200 Disclosure Cost and Approval of the Tentative Agreement with Bargaining Unit – Teamsters Classified Supervisors, Local 150 (TCS)



February 1, 2018 Board Meeting

V. MAJOR INITIATIVES

Teamsters Classified Supervisors, Local 150 ("TCS")

The key provisions of the Tentative Agreement with Teamsters Classified Supervisors (TCS) are summarized as follows:

• Article 6 – Compensation

For the 2019-2020 school year, the Teamsters Classified Supervisor (TCS) salary schedule(s) will increase by 2.0% effective July 1, 2019.

• Article 7 - Fringe Benefits

- a) Increase benefit coverage from 75% to 100% for Employee Only coverage at the Kaiser HMO rate. Also, increase benefit coverage from 0% to 100% for Employee + 1 coverage of the Kaiser HMO Plan dollar amount towards any plan chosen.
- b) Effective 2018-19 school year, after ratification and Board approval of the tentative agreement, all Teamsters Classified Supervisors (TCS) unit members will contribute one third of one percent (1/3 percent) of base salary to retirement benefits.

• Article 11 – Vacations

- a) Earned vacation is to be taken within twelve (12) months following earning except that a maximum of five (5) days may be accumulated and carried over to the next fiscal year. All earned vacation hours accrued beyond the five (5) days shall be cashed out by July 30th of each year.
- b) The current accumulation vacation in excess of five (5) days will be cashed out within 60 days of Board approval or must be used by June 30, 2018.

• Article 24 – Duration

- a) This contract will be effective July 1, 2017 thru June 30, 2020.
- b) The Parties may reopen in the 2nd and 3rd year of contract for wages, benefits and up to 2 additional articles.

Other

Removal of TCS Positions Due to Conflict of Supervision - Since the merging of Classified Supervisors Association (CSA) and Teamsters, Local 150, there are two (2) positions that currently supervise one another and will be removed from the unit:

- a) Operations Supervisor I
- b) District Facility Operations Specialist

VI. RESULTS

Board of Education Executive Summary

Human Resource Services

Approve AB 1200 Disclosure Cost and Approval of the Tentative Agreement with Bargaining Unit – Teamsters Classified Supervisors, Local 150 (TCS)



February 1, 2018 Board Meeting

Good faith bargaining between the Parties resulted in a signed TA between with Teamsters Classified Supervisors (TCS) and the District.

VII. LESSONS LEARNED / NEXT STEPS

Approve AB 1200 Disclosure of Cost and the Tentative Agreement for Teamsters Classified Supervisors (TCS).

Th 12/20/17

Teamsters Classified Supervisors (TCS) Negotiations with Sacramento Unified

School District

District Proposal #4

Date: 12/20/17

Article 6 - Compensation

For the 2019-2020 school year, the Teamsters Classified Supervisors (TCS) salary schedule(s) will increase by 2.0% effective July 1, 2019.

Article 7 - Fringe Benefits

The Parties agree to revise Section 7.1.1 (b) to read as follows:

b. Effective immediately, after ratification and Board approval, the District's contribution toward the cost of unit members' health benefits shall be increased from 75% to 100% of the cost of the Kaiser HMO Employee Only Plan. In addition, the District will contribute 100% of the Employee +1 of the Kaiser HMO Plan dollar amount towards any plan chosen. The Unit members must be enrolled in one of the District's health plans offered by the District to receive this contribution.

New Section

Effective 2018-2019 school year, after ratification and Board approval of the tentative agreement, all Teamsters Classified Supervisors (TCS) unit members will contribute one third of one percent (1/3) of base salary to retirement benefits.

Article 11 - Vacations

The Parties agree to revise Section 11.4.4 (c) and add Section 11.4.4 (d) to read as follows:

- c. Earned vacation is to be taken within twelve (12) months following earning except that a maximum of five (5) days may be accumulated and carried over to the next fiscal year.
- d. All earned vacation hours accrued beyond the five (5) days shall be cashed out by July 30th of each year.

The current accumulated vacation in excess of five (5) days will be cashed out within 60 days of Board approval or must be used by June 30, 2018.

7/0

12/15/17

District's Interest for Bargaining November 29, 2017

UM

Since the merging of Classified Supervisors Association (CSA) and Teamsters, Local 150, there are two (2) positions that currently supervise one another:

CSA Positions:

- 1) Operations Supervisor I (vacant in December 2017)
- 2) District Facility Operations Specialist

The District's need and the scope of work within the job descriptions will require the work to fall into Unrepresented Classified Management and the job description will be updated as such.

T/A 12/20/17

TEAMSTERS PROPOSAL 12-20-17 TO SCUSD FOR TEAMSTERS CLASSIFIED SUPERVISORS

Update Expiration Date of Collective Bargaining Agreement (CBA) to reflect new 3 year agreement opening date, with openers on 2nd and 3rd year of contract for wages, benefits and up to 2 additional articles. The contract will be effective July 1, 2017 thru June 30, 2020.

Update CBA to reflect all tentative agreements reached but not put into the entire contract as an update prior to CSA becoming the Teamsters Classified Supervisors as well as all tentative agreements reached with Teamsters Classified Supervisors Local 150 during the current bargaining.

Update Classified Supervisors Association wherever it appears in the CBA or Tentative Agreements with Teamsters Classified Supervisors or Teamsters Classified Supervisors Local 150 as applicable.

Update grammatical errors if discovered.

M W Daurie

POB & 12/2-1/2

A 12/20/17 Pel Bob Belteria Japp CW 12-20-17 12-20-17 12-20-17

Classified Supervisors Negotiations with Sacramento Unified

Pate: 12/15/17 12/20/17 Teamsters Classified Supervisors Negotiations with Sacramento Unified School District

District Proposal #1

New Article

New Employee Orientation Meetings

- (a) "Newly hired employee" or "new hire" means any classified employee, whether permanent, full time, part time, hired by the District into a bargaining unit position, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by Teamsters Classified Supervisors. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's status changed such that the employee was placed in the Teamsters Classified Supervisors unit.
- (b) The District agrees that each newly hired employee shall participate in a mandatory new employee orientation, as small as one individual, prior to or within the first fifteen (15) work days from date of hire.
- (c) Each newly hired employee, as part of her or his on-boarding, shall attend a mandatory session, conducted by the Union.
- (d) If, for any reason, a newly hired employee is unable to attend their scheduled new employee orientation, a make-up orientation shall be scheduled with a mandatory session, conducted by the Union. The parties agree the ten (10) day notice provision for new employee orientation in AB 119 is waived. The District shall provide notice referenced in 3.5.1.15.
- (e) Union designee(s), including, but not limited to, Union representative, officers, stewards, and members, shall conduct the sessions covered under this agreement.
- (f) The new employee orientation session shall be held at the District Office.

Release Time

The District shall grant Union designee(s) release time, including reasonable time for travel and set up, without loss in compensation to conduct any sessions, meetings, and trainings covered by this agreement.

Neutrality

The District representatives shall be absent from the room during any sessions, meetings, or trainings, conducted by the Union, with Newly Hired Employees.

Facility and Resource Access

The Union shall have a right to access and use the District's facilities and audio-visual equipment to conduct sessions and separate meeting with newly hired employees.

Employee Information

The District shall provide the Union designee(s) with electronic notification in malleable electronic format of the name, job title, department, work location, work, home and personal cellular telephone numbers, home address, and personal and work e-mail addresses of any newly hired employee within ten (10) calendar days of the date of hire.

Notice of Newly Hired Employee(s)

The District shall provide the Union with at least ten (10) days' notice of any new employee orientation meeting and send an electronic list of expected participant(s) at least forty-eight (48) hours in advance of the new employee orientation meeting, to include the name, job title, department, work location, work, home and personal cell telephone numbers, personal email addresses on file with the employer, and home address of newly hired employees. Additionally, the District shall provide this information to the Union for all bargaining unit employees at least every 120 days or when requested.

T/ 12/20/17

Jul Risa Perent

ARTICLE 5 - ASSOCIATIONUNION SECURITY

5.1 DUES AUTHORIZATION

Any unit member who is a member of the <u>AssociationUnion</u>_or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of <u>AssociationUnion</u> dues.

5.2 DUES DEDUCTION

Upon appropriate written authorization from the member of the unit, the District shall deduct from the salary of any member of the unit and make appropriate remittance for dues, annuities, credit union, or any other plans or programs jointly approved by the Association_Union-_and the Board.

5.3 MAINTENANCE OF MEMBERSHIP

The Association and the District agree that any unit member who is a member of the Association, or who enrolls during the term of this Agreement, shall maintain such membership from year to year unless revoked in writing between July 1 and July 31 of the year in which the Agreement terminates. The Union and the District agree that any current member of the bargaining unit who is a member of the Union or who enrolls during the term of this Agreement shall maintain such membership from year to year unless revoked in writing between July 1 and July 31 of the year in which the Agreement terminates.

5.4 AGENCY FEE ELECTION

During the term of this Agreement, the Association may request, based upon certification of majority membership status in the bargaining unit as defined in Article 1 of this Agreement, that an agency fee election be conducted of those bargaining unit members. Such election shall: (a) be conducted by the Public Employment Relations Board (PERB) in accordance with PERB's rules, and (b) be a secret ballot vote, and (c) the District shall bear no costs in such an election.

5.4.1 Should the result of the election be to reject agency fees, Sections 5.4 and 5.5 shall not survive the expiration of the Agreement. Should the result of the election be to support the institution of agency fees, then the following provisions shall govern the administration and collection of agency fees.

Effective the date this contract is executed, each new and rehired employee hired to this bargaining unit on or after December 15, 2017 with the District shall be required to either:

- a) Be a member of the Union, or
- b) Satisfy the agency fee financial obligation as set as in 5.4.2 below
- c) Qualify for religious exemption as set forth in 5.4.3 below

5.4.2 Unless the employee has:

- a) Voluntarily submitted to the District an effective dues deduction request
- b) Individually made direct financial arrangements satisfactory to the Union as
- evidenced by notice of same by the Union to the District
- c) Qualified for religious exemption as set forth in Section 5.4.3 below within ten (10) working days following the first day of assigned work, the District shall process a

mandatory agency fee deduction in the appropriate amount. The amount of the agency fee shall be determined by the Union subject to applicable law.

- 5.4.3 Any employee who is a member of a religious body whose traditional tenants or teaching include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Union except that such member shall pay, in lieu of the agency fee, an amount equal to the agency fee to a non-religious, non-labor charitable organization, charitable funds exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code.
- 5.4.4 Individuals selecting either direct financial arrangements with the Union or claiming a religious exemption shall make such payments within 30 days following the first date of employment. Subsequent years such payments or proof of payments shall be made by September 30 of each year.
- 5.4.5 Proof of payment of the charitable funds and a written statement of objection along with verifiable evidence of membership in an organization, group or religious body whose traditional tenants, teaching or integrated set of deeply held values include objections to joining or financially supporting employee organizations shall be made on an annual basis to the exception from the provisions of 5.3.2 above. Proof of payment shall be in the form of receipts, canceled checks or payroll records indicating the amount paid, date of payment and to whom payment of the in-lieu-of-service fee has been paid.
- 5.4.6 The Union will notify the District of employees who qualify for religious exemption.

5.5 AGENCY FEES

During the term of this agreement, the Union may request that an agency fee election be conducted of the bargaining unit members to determine if those members hired prior to December 15, 2017, and who do not belong to the Union be required to meet the requirements of Sections 5.2 and 5.4 above. The Union shall provide the District and unit members at least 30 days notice of intent to call an election. Such an election shall be conducted by PERB or other mutually acceptable agency and the District shall bear no costs in such election. Any unit member who is not a member of the Association or who does not make an application for membership within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association authorized by Section 3540.1(i)(2) of the Government Code and consistent with legal requirements. It shall be the sole responsibility of the Association to ensure that such fee is legally determined and legally appropriate. The fee shall be payable to the Association Union in one (1) lump sum cash payment within thirty (30) days from the date of commencement of duties within the bargaining unit, or within thirty (30) days from the operative date of this section. In the event that a unit member does not pay such fee directly to the Association Union or qualify as an objector exempt from the fee, the AssociationUnion-shall so inform the District in writing certifying these facts and the correct amount of the fee owed. The District shall begin automatic

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payroll deductions as provided in Education Code section 45168 subject to other legal constraints and under the procedures set forth in this Article.

Only one such election shall be conducted during the term of this agreement; should the result of the election be to reject agency fees the remaining provisions of this article shall remain in effect.

- 5.5.1 Any unit member who is a member of an organization, group, or religious body whose traditional tenets, teachings, or integrated set of deeply held values include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association Union except that such member shall pay, in lieu of an agency fee, sums equal to such agency fee to a non-religious, non-labor organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code. Such payment shall be made on or before the date required for a lump sum payment of agency fees in each school year. 5.5.2 Proof of payment of the charitable funds and a written statement of objections along with verifiable evidence of membership in an organization, group, or religious body, whose traditional tenets, teachings, or integrated set of deeply held values include objections to joining or financially supporting employee organizations pursuant to Section 5.5.1 above, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of Section
- 5.5. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before the date required for a lump sum payment of agency fees in each school year.
- 5.5.3 The District shall notify the Association when a unit member has complied with the filing requirements required by Section 5.5.2 as an exemption to the agency fee provisions. Such notice shall constitute the District's sole obligation with respect to unit members claiming an exemption. Thereafter, the Association may challenge the claimed exemption through pursuit of a small claims court action, or by initiating other legal action including use of the arbitration procedure contained in this Agreement. In any such proceeding the District shall serve as a nominal party to ensure standing and to carry out the determination of the court or an arbitrator where a decision directs the District to withhold agency fees as provided in Section 5.5. During any such legal proceedings Section 5.7 (Hold Harmless) shall be fully applicable.

5.6 GENERAL DUTIES DUES DEDUCTION

Dues deductions shall become effective in the month following the month in which the employee is employed as part of this bargaining unit.

5.6.1 With respect to all sums deducted by the District pursuant to Section 5.2 above, whether membership fees or agency fees, the District agrees promptly to remit such monies to the AssociationUnion accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the AssociationUnion, and indicating any changes in personnel from the list previously furnished.

- 5.6.2 The District shall not be obligated to put into effect any new, changed, or discontinued deduction of membership dues or agency fees within this Article until the pay period commencing no less than fifteen (15) days after submission of the appropriate form to the District.
- 5.6.3 The <u>Association Union</u> agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 5.7 HOLD HARMLESS AND INDEMNITY The Association-Union agrees to pay the District all legal fees and legal costs incurred in defending against any court action and/or administrative proceedings challenging the legality of the agency fee provisions of this Agreement or their implementation. The Association agrees to pay any damage judgment rendered against the District as a result of the provisions contained in this Article or the District's implementation thereof.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 11.1a

Meeting Date: February 1, 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
<u>Division</u> : Business Services
Recommendation: Recommend approval of items submitted.
Background/Rationale: None
Financial Considerations: See attached.
LCAP Goal(s): Safe, Emotionally Healthy, Engaged Students; Operational Excellence
Documents Attached:

Estimated Time of Presentation: N/A

2. Expenditure and Other Agreements

Submitted by: Gerardo Castillo, CPA, Chief Business Officer

1. Grants, Entitlements, and Other Income Agreements

Jessica Sulli, Contract Specialist

Approved by: Jorge A. Aguilar, Superintendent

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS – REVENUE

Contractor	New Grant	<u>Amount</u>
<u>DEPARTMENT</u>		
California Department of Education A18-00063	☐ Yes☒ No, received grant in 2016/17	\$374,916 No Match
education students ages 16 – 22 designed students complete their secondary educat	rant provides funding for a training program for spect to promote career awareness and exploration which program. The WorkAbility I Program provides and non-paid work experience, ongoing support at	ile students

EXPENDITURE AND OTHER AGREEMENTS

Contractor Description Amount

FACILITIES SUPPORT SERVICES

SA18-00408 2/1/18 - Completion of Services. Provide the required \$127,800 MCF Construction Division of State Architect inspections for the West Measure Q Funds

Services Campus Core Academic Renovation project.

California Department of Education Fiscal Administrative Services Division AO-400 (REV. 09/2014)

JAN 18 2018

Grant Award Notification

RECEIVED

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GRANTEE N	NAME AND ADDRE	SS			CDE (GRANT I	NUMBE	R
Sacramento PO Box 2468	City Unified School 870	District		FY	PC	4	endor umber	Suffix
Sacramento,	, CA 95824-6870			17	2301	11	6743	00
Attention Jorge Aguila	r, Superintendent				DARDIZE ODE STR			COUNTY
Program Of WorkAbility I					ource ode	Reve Object		34
Telephone 916-643-900	00			65	20	859	90	INDEX
	ant Program orkAbility I Program							0663
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total		Amend No.	Sta	ard rting ate	Award Ending Date
F 10 42 1	\$374,916		\$374,9	16		7/1/	2017	6/30/2018
CFDA Number	Federal Grant Number	Fede	ral Grant Na	ıme	- 17/1	F	ederal	Agency

I am pleased to inform you that you have been funded for the WorkAbility I Program.

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.

Please return the original, signed Grant Award Notification (AO-400) to:

Penny Santa Cruz, Associate Governmental Program Analyst Student Support and Special Services Branch Special Education Division, Quality Assurance Unit California Department of Education 1430 N Street, Room 2401 Sacramento, CA 95814-5901

California Department of Education Contact	Job Title	
Barbara Boyd, Special Education Division	Education Prog	rams Consultant
E-mail Address		Telephone
BaBoyd@cde.ca.gov		916-319-0756
Signature of the State Superintendent of Public Instruction	or Designee	Date
Tom Tom lakeson		January 8, 2018
CERTIFICATION OF ACCEPTANCE OF	GRANT REQUIP	REMENTS
On behalf of the grantee named above, I accept this grant a	ward. I have read	I the applicable certifications,
assurances, terms, and conditions identified on the grant appli		
in this document or both; and I agree to comply with al	l requirements as	a condition of funding.
Printed Name of Authorized Agent	Title	
E-mail Address		Telephone
Signature		Date
)		



Inspector Agreement

THIS INSPECTOR AGREEMENT ("Agreement") is entered into as of February 1, 2018 by and between the Sacramento City Unified School District, a California public school district (the "DISTRICT") and MCF Construction Services, an Independent Contractor, hereinafter referred to as "INSPECTOR." District and Inspector are each a "Party" and together are the "Parties" to this Agreement.

RECITALS:

- A. DISTRICT intends to perform Core Academic Renovations at West Campus High School, hereinafter the "Project."
- B. Education Code section 17311 and Title 24 of the California Code of Regulations (hereinafter "Title 24") require DISTRICT to provide for competent, adequate and continuous inspection for each construction project by a project inspector satisfactory to the Architect or Structural Engineer in general responsible charge of observation of the work of construction.
- C. DISTRICT desires to retain INSPECTOR to provide inspection services on the Project. INSPECTOR shall have all of the duties and responsibilities of an inspector, as set forth in Education Code section 17309 et seq. Title 24 of the California Code of Regulations, including sections 4-336 and 4-342.
- D. Government Code section 53060 authorizes DISTRICT to contract with persons to furnish special services and advice to District in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required.
- E. INSPECTOR is at least 25 years of age, has had at least three years prior experience in inspection or construction work on building projects of a type similar to the projects for which INSPECTOR is proposed as the inspector, has a thorough knowledge of building materials, is able to read and interpret plans and specifications and has been approved as a project inspector by the Structural Safety Section, Division of the State Architect (hereinafter "DSA").
- F. DISTRICT desires to contract with INSPECTOR to provide inspection services to DISTRICT on the terms and conditions set forth below, and INSPECTOR desires the same. INSPECTOR acknowledges that District is required to obtain DSA approval prior to using INSPECTOR'S services on the project. INSPECTOR agrees to do all acts necessary to timely obtain DSA approval.

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

ARTICLE 1: DUTIES OF THE INSPECTOR

The duties of the INSPECTOR shall include the duties of the inspector set forth in Education Code sections 17309 et seq., and Title 24 of the California Code of Regulations, and future amendments thereto, including the duties set forth below.

A. <u>General</u>. INSPECTOR shall provide competent, adequate, and continuous inspection during construction or alteration satisfactory to the Project Manager, Architect and DSA. INSPECTOR shall act under the direction of the Architect, or Structural Engineer if applicable, as



the Board of Education of DISTRICT may direct. While performing the services contemplated by this Agreement, INSPECTOR agrees to comply with all applicable laws and regulations.

B. <u>Continuous Inspection Services</u>. In fulfilling Inspector's responsibilities, INSPECTOR shall represent DISTRICT as the inspector on the Project job site. INSPECTOR shall have personal knowledge, obtained by his personal and continuous inspection of the work of construction at all stages of its progress, that the requirements of the approved plans and specifications are being completely executed.

Continuous inspection means complete inspection of every part of the work to insure a workmanlike job is constructed in conformity with the contract documents, all applicable requirements of the DSA and all applicable federal and state laws and local ordinances.

Work such as concrete work or brick work which can be inspected only as it is placed will require the constant presence of INSPECTOR. Other types of work which can be completely inspected after the work is installed may be carried on while INSPECTOR is not present. In any case, INSPECTOR must personally inspect every part of the work. In no event shall INSPECTOR have or assume any duties which will prevent INSPECTOR from continuous inspection of the work of construction in all stages of its progress at the site where INSPECTOR is responsible for inspection.

- C. <u>Personal Knowledge</u>. INSPECTOR may obtain personal knowledge of the work of construction, either on site or off site, performed under the inspection of a special inspector or inspector, if any (Section 4-333 of Title 24), from the reporting of others on testing or inspection of materials and workmanship for compliance with the plans, specifications and applicable standards. The exercise of reasonable diligence to obtain the facts shall be required.
- D. <u>Relations With Architect Or Engineer</u>. INSPECTOR shall work under the general direction of the Architect or Structural Engineer. All inconsistencies or seeming errors in the plans and specifications shall be reported promptly to the Architect or Structural Engineer for interpretation and instructions. In no case, however, shall the instruction for the Architect or Structural Engineer be construed to cause work to be done which is not in conformity with the approved plans, specifications and change orders.
- E. <u>Job File</u>. INSPECTOR shall keep a file of approved plans and specifications (including all approved addenda or change orders) on the job at all times, and shall immediately return any unapproved documents to the Architect or Structural Engineer for proper action. INSPECTOR shall have and maintain on the job at all times all codes and documents referred to in the plans and specifications.
- F. <u>Semimonthly Reports</u>. INSPECTOR shall keep the Architect or Structural Engineer thoroughly informed as to the progress of the work by making semimonthly reports in writing as required by Section 4-337 of Title 24, signed by the INSPECTOR. A copy of each such report shall be sent to the DISTRICT's Deputy Superintendent/CFO as designee of the Board of Education of DISTRICT, and to DSA. Failure to comply with Section 4-337 is cause for DSA to withdraw approval of INSPECTOR.
- G. <u>Notifications to Division of the State Architect</u>. INSPECTOR shall notify the DSA (1) when work is started on the Project or restarted if previously suspended per no. 4 below, (2) at least 48 hours in advance of the time when foundation trenches will be complete, ready for footing



forms, (3) at least 48 hours in advance of the first pour of foundation concrete and 24 hours in advance of any subsequent and significant concrete pour, and (4) when all work is suspended for a period of more than two weeks.

- H. Construction Procedure Records. INSPECTOR shall keep a record of certain phases of construction procedure including but not limited to the following: (1) the time and date of placing concrete and the time and date of removal of forms in each portion of the structure; (2) identification marks of welders, lists of defective welds, manner of correction of defects, and other matters regarding welding operations; (3) penetration under the last ten (10) blows for each pile when piles are driven for foundations. All such records of construction procedure shall be kept on the job until completion of the work, and shall be made a part of the permanent school records.
- I. <u>Deviations</u>. INSPECTOR shall notify the contractor, in writing, of any deviations from the approved plans and specifications which are not immediately corrected by the contractor when brought to contractor's attention. Copies of such notices shall be forwarded immediately to the Architect or Structural Engineer, and to the DSA. INSPECTOR shall safeguard the interest of the District in the construction of the project.

Failure on the part of INSPECTOR to notify the contractor of the deviations from the approved plans and specifications shall in no way relieve the contractor of any responsibility to complete the work covered by contractor's contract in accordance with the approved plans and specifications and all laws and regulations.

- J. <u>Verified Reports</u>. From time to time, as the work of construction or alteration progresses, INSPECTOR shall prepare and submit to the DSA verified reports, signed by the Architect or Structural Engineer and INSPECTOR, upon forms prescribed by the DSA, based upon INSPECTOR'S personal knowledge (as defined in Education Code section 17309 that the work during the period covered by the report has been performed and materials have been used and installed, in every material respect, in compliance with the approved plans and specifications, setting forth such detailed statements of fact as are required by the DSA in accordance with Section 4-336 of Title 24. INSPECTOR shall also prepare and deliver to the DSA detailed statements of fact regarding materials, operations and other matters related to the work of construction when requested.
- K. <u>No Authority To Contract</u>. INSPECTOR shall have no authority to contract on behalf of DISTRICT.

L. If not already set forth herein, INSPECTOR must:

- a. Be familiar with the plans, specifications, change orders, and the contractor's operations during all phases of the project.
- b. Observe, check and measure items used in the project for compliance with the plans, specifications, change orders, and technical instructions from the Architect.
- c. Maintain a daily report/log describing the general work performed by the contractor, noting problems, rejections of materials or work and unusual events. The report/log shall be filled daily, tersely and factually. The report/log shall reflect the contractor's activities each day. This and all other reports shall be timely and properly completed. All reports and records created or maintained by INSPECTOR shall be District's sole property.
- d. Supervise on-site testing and ensure that all required tests are performed by a competent testing laboratory, contractor or engineer as specified in the Contract



Documents. Check and report to the Project Manager and the Architect laboratory tests indicating defective materials or other problems. Check billings from testing laboratories to see that billings reflect only tests actually requested and performed. Maintain a daily log of inspection by testing lab.

- e. Make sure that the required record drawings are accurately marked up as required.
- f. Report to the Project Manager and the Architect verbally and in writing: (1) poor performance by the contractor; (2) acts prejudicial to the District's interest; and, (3) work performed or materials used which are not in conformance with the Contract Documents.
- g. Assist the Project Manager and the Architect in the final inspection and project acceptance phase.
- h. Upon request, provide the District with a written report regarding contractor's performance on the Project.
- Maintain an effective working relationship with the contractor, District personnel and Architect.
- j. Be tactful, firm and fair in insisting that contractor adhere to the Contract Documents.
- k. Attempt to foresee methods or materials which will not be acceptable and immediately bring these facts to the contractor's attention in order to avoid removal of work already in place.
- Attempt to anticipate the contractor's problems and review with the Project Manager anticipated schedules and work involved prior to the commencement of a new trade on the job.
- m. Attempt to foresee the need for all required tests and inspections.
- n. When notified by contractor, arrange for all tests and inspections which are required by the Contract Documents, arrange for prompt notification of the Architect of the results of the tests and inspections, and record Architect's approval or rejection.
- o. Refuse to allow any related work to be installed until shop drawings have received final approval from the Architect.
- p. Ensure that Architect's verbal instructions during field inspections are written in the Daily Report/Log for that day or in the Field Instruction Sheet.
- q. Be responsible for slump tests and for taking concrete test cylinders for each concrete pour and marking them for identification. Inspector shall make arrangements for transportation and storage of test materials.
- r. Receive samples which are required to be furnished at the job site; record date received and from whom; notify Architect of their readiness for examination, record Architect's approval or rejection; and maintain custody of approved samples.
- s. Inspect all materials immediately upon their delivery to the site to ensure that they comply with the Contract Documents and are in a good and acceptable condition. Exert extreme care to ensure that no communications to the contractor or contractor's agents are misinterpreted as changes in the scope of the work.
- t. Assist in the completion and submission of DSA close out documents as required by DSA.
- u. INSPECTOR may be required to utilize construction program management software, such as, but not limited to, e-Builder™.

M. <u>Restrictions on the Inspector's Authority</u>. In the performance of the duties required by this Agreement, the INSPECTOR exercises limited authority. The INSPECTOR shall not:

- a. Authorize deviations from the Contract Documents;
- b. Avoid conducting any required tests;
- c. Enter the area of responsibility of the contractor's field superintendent;



- d. Expedite the job for the contractor;
- e. Advise on, or issue directions relative to, any aspect of the building technique or sequence unless a specific technique or sequence is called for in the specifications;
- f. Approve shop drawings or samples;
- g. Authorize or advise the District to occupy the project, in the whole or in part, prior to final acceptance of the project;
- h. Interfere in contractor/subcontractor relationships.

ARTICLE 2: VIOLATIONS OF THE FIELD ACT

Failure, refusal or neglect on the part of INSPECTOR to notify the contractor of any work which does not comply with the requirements of the approved plans and specifications, or failure, refusal or neglect to report immediately, in writing, any such violation to the Architect or Structural Engineer, to DISTRICT's Chief Business Officer, as designee of the Board of Education of DISTRICT, and to the DSA shall constitute a violation of the Field Act and shall be cause for the DSA to take action which may result in the withdrawal of the INSPECTOR'S approval.

In accordance with Education Code section 17312, any person who violates the Field Act (Education Code sections 17280 through 17313), or makes any false statement in any verified report or affidavit required pursuant to that Act is guilty of a felony.

ARTICLE 3: TERM

The term of this Agreement shall commence on ***Insert Data Here***, and shall terminate upon completion and acceptance by the Board of Education of DISTRICT of the construction project(s) for which INSPECTOR was retained, unless earlier terminated as provided in the Agreement.

ARTICLE 4: COMPENSATION

DISTRICT agrees to pay INSPECTOR for services rendered and accepted by DISTRICT at the rate of \$***Insert Data Here*** per hour, \$***Insert Data Here*** per overtime hour. Total compensation shall not exceed ***Insert Data Here*** Dollars (\$***Insert Data Here***.00) for this Agreement. INSPECTOR will be paid for hours worked (not a lump sum), and shall record all hours worked in a daily log which shall be submitted to the District on a weekly basis.

Payment will be made within 30 days upon submission of periodic invoices to: ***Insert Data Here***, Project Manager, Planning and Construction, Sacramento City Unified School District, 5735 47th Avenue, Sacramento, CA 95824. Invoices must show the number of hours worked, the Agreement number, the project name and location and must contain the INSPECTOR'S original signature on all copies. INSPECTOR'S failure to maintain required records or to properly submit invoices may result in non-payment to INSPECTOR.

INSPECTOR agrees that if the construction schedule is interrupted for an unusual period of time, INSPECTOR shall not charge unreasonably for services rendered during the period of interruption.

ARTICLE 5. TERMINATION

Either party may terminate this Agreement, without cause, at any time by giving the other party thirty (30) days written notice of termination. The effective date of termination shall occur thirty (30) days after the day on which the party terminating this Agreement personally delivers written notice of termination to the other party or mails such notice of termination in accordance with paragraph 9 of this Agreement.



ARTICLE 6: INDEPENDENT CONTRACTOR

- A. It is agreed that the relationship between DISTRICT and INSPECTOR is one of independent contractor and that no relationship of employer-employee or agency exists between the parties hereto.
- B. All persons employed by INSPECTOR or acting at the direction of the INSPECTOR to assist INSPECTOR in rendering the services to be provided under this Agreement shall be entirely and exclusively employees and agents of the INSPECTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharge, or any other terms of employment or requirements of law, shall be determined by INSPECTOR, and DISTRICT shall have no right or authority over such persons or the terms of such employment. INSPECTOR shall comply with any applicable prevailing wage laws.
- C. INSPECTOR hereby indemnifies, holds harmless and agrees to defend DISTRICT, its Board members, officers, directors, agents and employees from any contention by a third party that an employer-employee or agency relationship exists between DISTRICT and INSPECTOR, its agents and employees by reason of this Agreement.
- D. INSPECTOR and his/her/its employees and agents performing services related to this Agreement are not agents or employees of DISTRICT and are not entitled to participate in any DISTRICT pension plans, retirement, health and welfare programs or any similar programs or benefits as a result of performing such services.
- E. INSPECTOR and his/her/its agents and employees performing services related to this Agreement are not employees of DISTRICT for federal or state tax purposes or for any other purpose. DISTRICT shall have no obligation to pay wages to such persons or to withhold payroll taxes from compensation paid to such persons for services under this Agreement. INSPECTOR shall be solely responsible for payment of wages, if any, and employer's payroll tax liability related thereto. INSPECTOR agrees to indemnify, defend and hold the District, its Board members, agents, officers and employees harmless from any liability which INSPECTOR may incur to the Federal or State governments as a consequence of this Agreement. All payments to INSPECTOR shall be reported to the appropriate State and Federal tax authorities as required.
- F. It is further understood and agreed by the parties hereto that in the performance of INSPECTOR's obligations under this Agreement, INSPECTOR is subject to the control or direction of DISTRICT merely as to the designation of tasks to be performed, and results to be accomplished by the services agreed to be rendered and performed under this Agreement, and not as to the means and methods for accomplishing the result.
- G. If in the performance of this Agreement any third persons are employed by DISTRICT, such persons shall be entirely and exclusively under the direction, supervision and control of DISTRICT. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, or any other terms of employment or requirements of law, shall be determined by DISTRICT, and INSPECTOR shall have no right or authority over such persons or the terms of such employment. Nothing contained in the Agreement shall be deemed to create any contractual relationship between the INSPECTOR and the Architect or contractor, nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the District, the Architect or the INSPECTOR which does not otherwise exist.



ARTICLE 7: FINGERPRINTING REQUIREMENTS

Education Code Section 45125.1 states that if employees of any contractor providing school site administrative or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of Justice (DOJ) before entering to determine that they have not been convicted of a serious or violent felony. If the DISTRICT determines that more than limited contact with students will occur during the performance of these services by INSPECTOR, INSPECTOR will not perform services until all employees providing services have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to DISTRICT.

DISTRICT has determined that INSPECTOR'S services will result in limited contact with pupils. INSPECTOR is required to comply with the conditions listed in Exhibit A, Contractor's certification of compliance with District fingerprinting and security requirements. If INSPECTOR is unwilling to comply, INSPECTOR'S employees may not enter any school site until INSPECTOR provides certification of fingerprinting clearance by the DOJ for employees providing services. These requirements apply to self-employed inspectors.

ARTICLE 8: INDEMNIFICATION AND EXCULPATION

INSPECTOR shall indemnify, hold DISTRICT and its Board members, agents, employees and officers harmless from and defend DISTRICT against all claims, demands, actions or liability for injury or damage, including attorney's fees and costs, to persons or property arising for any reason from the services to be performed by INSPECTOR under this Agreement.

ARTICLE 9: INSURANCE

INSPECTOR shall maintain comprehensive general liability insurance during the life of this Agreement and shall provide the DISTRICT with a current certificate of insurance evidencing its general liability insurance coverage in a sum not less than \$1,000,000 per occurrence, and such certificate or policy shall name the District as an additional insured. INSPECTOR shall carry workers' compensation coverage for INSPECTOR's employees rendering services to DISTRICT under this Agreement. DISTRICT assumes no liability for workers' compensation or for loss, damage or injury to persons or property in the performance of the services rendered by INSPECTOR under this Agreement. The insurance shall protect the INSPECTOR from the claims set forth below that may arise out of or result from the INSPECTOR'S performance of services or failure to perform services under this Agreement:

- a. Claims under Workers' Compensation, disability benefits and other similar employee benefits acts that are applicable to the work performed;
- b. Claims for damages because of bodily injury, occupational sickness or disease or death of Inspector's employees, agents or invitees;
- c. Claims for damages because of bodily injury or death of any person;
- d. Claims for damages insured by usual personal injury liability coverage that are sustained
 (1) by any person as a result of an offense directly related to the employment of such person by the Inspector or (2) by any other person
- e. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use therefrom; or
- f. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The Inspector's comprehensive general and automobile liability insurance shall be written for not less than the following limits of liability:



Comprehensive General Liability

Personal Injury: \$1,000,000 Each Occurrence

\$1,000,000 Aggregate

Comprehensive Automobile Liability

Bodily Injury: Property Damage: \$1,000,000 Each Occurrence

\$1,000,000 Each Person/Occurrence

Property Damage:

\$1,000,000 Each Occurrence

\$1,000,000 Aggregate

ARTICLE 10: NOTICE

All notices or other communications that one party may be required to desire to give to the other party under this Agreement shall be in writing and shall be served personally or by certified or by first class or overnight mail, postage prepaid, addressed as follows or to such other address as either party may provide to the other party in writing:

DISTRICT:

Sacramento City Unified School District Jessica Sulli. Contracts 5735 47th Avenue Sacramento, CA 95824

INSPECTOR:

MCF Construction Services Matthew C. Fabian 4991 Keane Drive Carmichael, CA 95608

ARTICLE 11: NONASSIGNABILITY

INSPECTOR is specially trained and competent to render the services to be provided under this Agreement. INSPECTOR shall not assign or subcontract all or any part of this Agreement or obligation of INSPECTOR under this Agreement or any interest therein, without the prior written consent of DISTRICT.

ARTICLE 12: CONFLICT OF INTEREST

A. INSPECTOR shall abide by and be subject to all applicable DISTRICT policies, regulations, statutes or other laws regarding conflict of interest.

- B. INSPECTOR shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the work is to be performed in connection with a Federal contract or grant, Inspector shall not hire any employee of the United States government to perform any service covered by this Agreement.
- C. INSPECTOR affirms to the best of its/his/her knowledge, there exists no actual or potential conflict of interest between Inspector's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

ARTICLE 13: MODIFICATION IN WRITING

This Agreement may not be modified, changed, or supplemented, nor may any modifications under this Agreement be waived, except by written instruments signed by both parties.



ARTICLE 14: NONDISCRIMINATION

It is the policy of the District that in connection with all services performed under Agreement, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

ARTICLE 15: CALIFORNIA LAW

This Agreement shall be construed in accordance with and governed by the laws and decisions of the State of California.

ARTICLE 16: BINDING EFFECT

This Agreement shall be binding upon DISTRICT and INSPECTOR, their heirs, executors, administrators, successors and assigns.

ARTICLE 17: SEVERABILITY

Should any term or provision of this Agreement be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby, and each term or provision of this Agreement shall be valid and be enforced as written to the full extent permitted by law.

ARTICLE 18: COUNTERPARTS

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile or original, with all signatures appended together, shall be deemed a fully executed Agreement.

ARTICLE 19: INTERPRETATION

The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

ARTICLE 20: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.

Executed on the day and year first above written.

	SACRAMENTO CITY UNIFIED SCHOOL DISTRICT	***INSERT DATA HERE***
Ву: _	Gerardo Castillo Chief Business Officer	By: Matthew C. Fabian Owner
_	Date	Date



EXHIBIT A

CONTRACTOR CERTIFICATION

Fingerprinting: Education Code section 45125.1 provides that any contractor providing school site administrative or similar services to a school district must certify that its employees providing that service who may come into contact with pupils have not been convicted of a serious or violent felony as defined by law. Those employees must be fingerprinted and the Department of Justice must report to the Contractor if they have been convicted of such felonies. No person convicted may be assigned to work under the Agreement. The school district may determine, under the totality of circumstances including (1) the length of time the employees will be on school grounds, (2) whether pupils will be in proximity of the site where the employees will be working and (3) whether the contractors will be working alone or with others, that the employees will have only limited contact with pupils and neither fingerprinting nor certification is required.

The District has determined that section 45125.1 is applicable to this Agreement. The District has also determined that the employees assigned to work at a school site under this Agreement will have only limited contact with pupils, provided the following conditions are met at all times:

- 1. Contractor employees shall not come into contact with pupils or work in the proximity of pupils at any time except under the direct supervision of school district employees.
- 2. Contractor employees shall use only restroom facilities reserved for District employees and shall not use student restrooms at any time.
- 3. Contractor will inform all of its employees who perform work at any school or District site of these conditions and require its employees, as a condition of employment, to adhere to them.
- 4. Contractor will immediately report to District any apparent violation of these conditions.
- 5. Contractor shall assume responsibility for enforcement of these conditions at all times during the term of this Agreement.

If, for any reason, Contractor cannot adhere to the conditions stated above, Contractor shall so inform the District and shall assign only those employees who have been fingerprinted and cleared for employment by the Department of Justice. In that case, Contractor shall provide to the District the names of all employees assigned to perform work under this Agreement.

Agreement, and the District reserves th noncompliance.	e right to terminate the Agreement at any time for
Matthew C. Fabian/Owner	 Date

Compliance with these conditions, or with the fingerprinting requirements, is a condition of this



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 11.1b

Meeting Date: February 1, 2018 **Subject: Approve Personnel Transactions 2/1/18** 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 Background/Rationale: N/A **Financial Considerations**: N/A **LCAP Goal(s)**: Safe, Emotionally Healthy and Engaged Students **Documents Attached:** 1. Certificated Personnel Transactions Dated February 1, 2018 2. Classified Personnel Transactions Dated February 1, 2018

Estimated Time of Presentation: N/A

Submitted by: Cancy McArn, Chief Human Resources Officer

Approved by Jorge A. Aguilar, Superintendent

Attachment 1: CERTIFICATED 02/01/2018

NameLast 	NameFirst	JobPerm	JobPerm JobClass	PrimeSite	BegDate	EndDate	Comment
EMPLOY BOLINE SADIQ	STAN SEEMA	മ മ	Teacher, Resource Teacher, Middle School	H.W. HARKNESS ELEMENTARY FERN BACON MIDDLE SCHOOL	1/16/2018 1/12/2018	6/30/2018 6/30/2018	EMPLOY PROB 1 1/16/18 EMPLOY PROB 1 1/12/18
RE-ASSIGN/STATUS CHANGE OLTMANNS GINTHER	STACEE BRENDA	∢ ∢	Teacher, Elementary Spec Subj Teacher, Elementary Spec Subj	BOWLING GREEN ELEMENTARY PETER BURNETT ELEMENTARY	1/29/2018 1/9/2018	6/30/2018 6/30/2018	REA/TR 1/29/18 STCHG FR 1/9/18
LEAVES CAREW	NANCY	⋖	Teacher, Child Development	CHILD DEVELOPMENT PROGRAMS 12/14/2017	12/14/2017	6/30/2018	LOA (PD) ADMIN 12/14/17
SEPARATE/RESIGN/RETIRE WHARTON LEE NOVELLI REESE MONTGOMERY HANZLIK	JASON DIANA ALBERT WILLIAM LAUREAL	0 U M & M &	Teacher, Elementary Spec Subj Teacher, Elementary Teacher, ROTC Teacher, ROTC School Nurse Teacher, High School	MARK TWAIN ELEMENTARY SCHOOL 7/1/2017 EDWARD KEMBLE ELEMENTARY 7/1/2017 C. K. McCLATCHY HIGH SCHOOL 7/1/2017 JOHN F. KENNEDY HIGH SCHOOL 7/1/2017 HEALTH SERVICES 9/25/201	L 7/1/2017 7/1/2017 7/1/2017 7/1/2017 9/25/2017 7/1/2017	1/11/2018 12/22/2017 6/30/2018 11/30/2017 12/22/2017 6/30/2018	SEP/RESIGN 1/11/18 SEP/RESIGN 12/22/17 SEP/RESIGN PL 6/30/18 SEP/RESIGNED 11/30/17 SEP/RESIGNED 12/22/17 SEP/RETIRED 6/15/18

Attachment 2: CLASSIFIED 02/01/2018

NameLast	NameFirst	JobPerm	JobPerm JobClass	PrimeSite	BegDate	EndDate	Comment
EMPLOY BUI SANCHEZ KRETSCHMAN	MAILINH ONNIEL JENNIFER	BBB	Supvr I, Food Services-Area Supervisor III, Stdnt Servos Spclst, Attendance& Enrollment	NUTRITION SERVICES DEPARTMENT ENROLLMENT CENTER ENROLLMENT CENTER	1/16/2018 1/22/2018 1/16/2018	6/30/2018 6/30/2018 6/30/2018	EMPLOY PROB 1 1/16/18 EMPLOY PROB 1 1/22/18 EMPLOY PROB1 1/16/18
LEAVES JORLEN JOHNSON	YAMILET PATRICIA	™ ∢	Teacher Asst Bil II/Comp Lab Fd Sv Asst IV	JOHN CABRILLO ELEMENTARY NUTRITION SERVICES DEPARTMENT	1/9/2018 1/16/2018	6/30/2018 6/30/2018	6/30/2018 LOA RTN (PD) 1/9/18 6/30/2018 ADMIN LOA (PD) 1/16/18
RE-ASSIGN/STATUS CHANGE RHYM UNZUETA OCHALE MINOR	JAMILAH MARIA HERMAN OLIVIA ARTHUR	a < a < a	School Office Manager I Teacher Assistant, Bilingual Bus Driver Bus Driver School Plant Ops Mngr I	TAHOE ELEMENTARY SCHOOL C. K. McCLATCHY HIGH SCHOOL TRANSPORTATION SERVICES TRANSPORTATION SERVICES H.W. HARKNESS ELEMENTARY	12/18/2017 11/27/2017 1/22/2018 1/18/2018 1/16/2018	6/30/2018 6/30/2018 6/30/2018 6/30/2018 3/31/2018	REA/STCHG/WVG/TR 12/18/17 STCHG FR 1/22/18 STCHG FR 1/22/18 STCHG FR 1/18/18 TR FR 0200/REA/STCHG FROM PERM
SEPARATE/RESIGN/RETIRED DANO BURNS ZARINANA HENDRIX SIERRA CRUZ DONG HERNANDEZ TREVIZO TORRES	RUTH JASON REMEDIOS CHANISE GLADYS BRUCE JESUS NELIDA	< < \and < < \and	Inst Aid, Spec Ed Warehouse Worker Fd Sv Asst I Student and Family Support Bus Attendant Custodian Campus Monitor Fd Sv Asst I	CAROLINE WENZEL ELEMENTARY DISTRIBUTION SERVICES NUTRITION SERVICES DEPARTMENT INTEGRATED COMMUNITY SERVICES TRANSPORTATION SERVICES CALIFORNIA MIDDLE SCHOOL WOODBINE ELEMENTARY SCHOOL NUTRITION SERVICES DEPARTMENT	10/1/2017 12/19/2017 7/1/2017 11/14/2017 12/1/2017 8/31/2017 10/12/2017 2/10/2017	1/19/2018 1/11/2018 1/17/2018 1/26/2018 2/11/2018 2/28/2018 1/19/2018	SEP/RESGIN 1/19/18 SEP/RESIGN 1/11/18 SEP/RESIGN 0J 1/17/18 SEP/RESIGNED 1/26/18 SEP/RETIRE RV 2/11/18 SEP/RETIRED 2/28/18 SEP/TERM PR 1/19/18 SEP/TERM PR 2/10/17



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

Agenda Item 11.1c

Meeting Date: February 1, 2018

Meeting Date: February 1, 2018
<u>Subject</u> : Approve C.K. McClatchy High School Field Trip to Las Vegas, Nevada February 2-5, 2018
 □ Information Item Only □ Approval on Consent Agenda □ Conference (for discussion only) □ Conference/First Reading (Action Anticipated:) □ Conference/Action □ Action □ Public Hearing
<u>Division</u> : Deputy Superintendent
Recommendation: Approve C.K. McClatchy High School Field Trip to Las Vegas, Nevada from February 2, 2018 to February 5, 2018.
<u>Background/Rationale</u> : On February 2, 2018 a group of 6 students, 1 teacher chaperone, and 1 staff chaperone from C.K. McClatchy 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

Mary Hardin Young, Instructional 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_CKM	Date 12	_/ 20	17
Teacher's Name Stephen Goldberg	Room #	Telephon	e#_916.712.0782
Field Trip Destination University of Las Vegas, Nevada, NV		Fax # <u>916</u>	3.551.2198
Local-50 mile radius (bus/walking) Local-50 mile radius (driv	er led trips) 🔲 🤇	Out-of-Town (Be)	ond 50 mile radius
Overnight Out-of-State/Country Involving	Swimming or Wad	ing 🔲 Unu	sual Activities
Route I-5S to CA-4E to CA-58E to I-15N to I-215E to Harr	non Drive to U	NLV	
Educational nature of field trip/excursion Debate Tournament			
Depart Date 2 /2 /18 Time 8am am/pm Re	eturn Date 2 /5		6pm am/pm
TRANSPORTATION will be provided by: Walking School E Charter Bus Company (certified): Yes No Private Vehicle/Parent Driver/Faculty Driver - Complete Volu and driver, must have fingerprint clearance (check with Hums Public Transportation Train Commercial Airli Funding Source Debate Boosters Financial	nteer Personal Aut an Resources for fi ne	Trip Office omobile Use For ngerprint clearar	m for each vehicle
Number of students participating: 6	30010tarioo 7 tranab	10.	
Adult Chaperones/Drivers: DRIVER			DRIVER
The same Dane			yes no
Teachers and Staff Attending:			
1) Stephen Goldberg		yes Dyes	no no
Principal Approval	Date_\	2/2/1/	
Risk Management Approval (Unusual Activities)	Date	1000	
Segment Administrator Approval	Date <i>l</i> _	19118	
Distribution: Refer to the Field Trip Information Form RSK 106F for the forms and distribution requ	ulred for each trip:		
Local Trip (school or charter bus): (50-mile radius) - Submit to Principal for approval. Maintain all Local Trip: (50-mile radius: driver led, walking trip) - Submit driver led trips to Principal for approval walking trips to Principal for approval then forward to Segment Administrator for approval 2 weeks principal for approval then forward to Segment Administrator for approval then forward to Segment Adm	documents at site and forwar then forward to Segment Ar- tior to trip. dministrator for approval 6 w 6 weeks prior to trip. ministrator for approval 6 w	dministrator for approval weeks prior to trip. eeks prior to trip.	6 weeks prior to trip. Submi

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 Ckm		_{Date} 12 _/ 19 _/ 17
Teacher's Name Stephen Goldberg	Room #	Telephone # 916-712-0782
Field Trip Destination University of L	.as Vegas,	Las Vegas, NV
Reason for travel Debate Tournar		
Reason for traver		
,		
List unusual activities, water activities or h rock climbing, skiing, etc.) as a special pa contract or waiver to Risk Management fo itinerary for each day	rent waiver ma	ay be required. Submit copy of
Signed State Gelly Teacher		
Approvals: Principal Risk Management Dept. Management Dept.	Date 1/10/18 Date	
Segment Administrator	Date	-
	1 18 18	_
Superintendent	Date	_
Board Approval Date		

TRAVEL REQUEST FORM (ACC-F014) Secremento City Unified School District

Request to Attend:	☐ Profe	ose for Attending: sslonal Development	ard.	completed a Payable at lo proposed tri	r; This form must be and received in Accounts past 30 days prior to the p- 60 days if out-of-state.
Business Meeling	Contin	nued Education Credits Earns	ad .	REQ II	
chool/Department CK McClatchy			574		Date . 1/8/18
	8 - 2/5	/18 [Lun	iversit	<u>y of Ne</u> Vegas,	yada <u>Las</u> Vegas NV
vent Tillo (attach brochure)		i0	tiers.	, Cgub /	
Coach CK McClotchy's p curpose' Golden (what value does this activity give su low does this bave) align with the C	Desert	Debate Tournam	nent		
low will this activity/ovent be used Name of Altenderi(S (altech sheet for additional	and shared?	Position	Substitute i	No. of Days Reguland	Budgol Codo (for substitica)
Stephen Goldberg		Debalo Coach	No		
			No No		
		ļ	No		
			No		
L		OF THIS FORM TO PERSONNE	BOX 770	ΓA	dditional Attendees Attached
Approvals: Principal/Department Head S Cabinet Level or Designor S Chief Business Officer Signal Superintendent or Designor	Ignature & Prin Marian Ignature Iture	18	118	Re Meals Incl	agistration Fee *** 0 uded? Yes D 0 0 0 0 0 0
Caleyorical	Budget Cod	de(s):			\$
1 General Fund/Unrestric	led				\$
		stration, how many of each:			
Prepayment Requested: All	checks will be s	ent to the site/department unless Requisition #	prior arrangam	ents have been Doller Amou	made (with AP) to pick up check nt
Registration Foe Hotel Airfare **** Car Rentol ****					
"" If airfare or car rental is	requested, sen	id a copy of this form to Purcha			Page

. S



Academy.

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 11.1d

Meeting Date: February 1, 2018

Subject: Appro	ove Petition Admission Preferences for Aspire Capitol Heights emy
Approva Confere Confere	tion Item Only al on Consent Agenda ence (for discussion only) ence/First Reading ence/Action Hearing
Division : Acad	emic Office
Recommendati	on: Approve Petition Admission Preferences for Aspire Capitol Heights

<u>Background/Rationale</u>: The Governing Board will hold a Public Hearing in accordance with Education Code section 47605 (b) and 47607 (a)(2) to consider the level of support for the renewal charter of Aspire Capitol Heights Academy. (Charter petition expiration date: June 30, 2018).

The Governing Board will also approve petition admission preferences in accordance with AB1360. AB1360 is a new law that takes effect on January 1, 2018 and gives charter authorizers a new tool for ensuring that charters do not engage in discriminatory admissions practices and provides students more due process during disciplinary proceedings. One key element of AB1360 now requires approval of each type of admission preference by the chartering authority at a public hearing. Required and optional admission preferences in charter petitions are subject to the provisions of Education Code 47605. Admission preferences are commonplace and utilized by charter schools to provide greater admittance opportunities for students in petition approved listed preferences should the number of pupils who wish to attend the charter school exceeds the school's capacity. Prior to AB1360, admission preferences were ratified by virtue of charter petition approval during Board Action. Proposed admission preferences of each charter school will now be incorporated and presented during their

respective regularly scheduled Public Hearing as required by the California Education Code. The approval of the petition admission preferences is separate and mutually exclusive of the approval or denial of the petitions on Board Action date.

<u>Financial Considerations</u>: Financial and compliance considerations will be made available for this agenda item after staff has thoroughly reviewed the charter renewal petition.

LCAP Goal(s): Family and Community Empowerment

Documents Attached:

1. Petition Admission Preferences: Aspire Capitol Heights Academy

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

Petition Admission Preferences for Aspire Capitol Heights Academy

- 1. Children of Aspire Regular employees
- 2. Siblings of students already admitted to the Charter School
- 3. All students who seek to continue their preparation and readiness for college from other Aspire schools
- 4. Children residing within the District
- 5. All other students who reside in the state of California
- * Petition page 109



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 11.1e

Meeting Date: February 1, 2018

Subject: Approve Petition Admission Preferences for Bowling Green Charter School		
	Information Item Only Approval on Consent Agenda Conference (for discussion only) Conference/First Reading Conference/Action Action Public Hearing	

Division: Academic Office

<u>Recommendation</u>: Approve Petition Admission Preferences for Bowling Green Charter School.

<u>Background/Rationale</u>: The Governing Board will hold a Public Hearing in accordance with Education Code section 47605 (b) and 47607 (a)(2) to consider the level of support for the renewal charter of Bowling Green Charter School. (Charter petition expiration date: June 30, 2018).

The Governing Board will also approve petition admission preferences in accordance with AB1360. AB1360 is a new law that takes effect on January 1, 2018 and gives charter authorizers a new tool for ensuring that charters do not engage in discriminatory admissions practices and provides students more due process during disciplinary proceedings. One key element of AB1360 now requires approval of each type of admission preference by the chartering authority at a public hearing. Required and optional admission preferences in charter petitions are subject to the provisions of Education Code 47605. Admission preferences are commonplace and utilized by charter schools to provide greater admittance opportunities for students in petition approved listed preferences should the number of pupils who wish to attend the charter school exceeds the school's capacity. Prior to AB1360, admission preferences were

ratified by virtue of charter petition approval during Board Action. Proposed admission preferences of each charter school will now be incorporated and presented during their respective regularly scheduled Public Hearing as required by the California Education Code. The approval of the petition admission preferences is separate and mutually exclusive of the approval or denial of the petitions on Board Action date.

<u>Financial Considerations</u>: Financial and compliance considerations will be made available for this agenda item after staff has thoroughly reviewed the charter renewal petition.

LCAP Goal(s): Family and Community Empowerment

Documents Attached:

1. Petition Admission Preferences: Bowling Green Charter School

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

Petition Admission Preferences for Bowling Green Charter School

- 1. Siblings of students currently enrolled
- 2. Students living within the boundaries of SCUSD
- 3. Children of staff members
- 4. All other California residents
- * Petition page 63



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 11.1f

Meeting Date: February 1, 2018

Subject: Approve MOU with Sacramento Metro Chamber Foundation for 1,000 Strong Program
 □ Information Item Only □ Approval on Consent Agenda □ Conference (for discussion only) □ Conference/First Reading (Action Anticipated:) □ Conference/Action □ Action □ Public Hearing
Division: Board Office

<u>Recommendation</u>: Approve MOU with Sacramento Metro Chamber Foundation for 1,000 Strong Program.

Background/Rationale: The 1,000 Strong program is an effort to help prepare Sacramento City Unified School District youth for success in careers through training and paid internships. The District initially contributed \$300,000 to this effort as part of the 2017-18 Budget. Seventy-five District students who originally enlisted in the 1,000 Strong effort have yet to be placed in a meaningful internship. As such, the District is requesting that the Board redirect the remaining \$100,000 of the original amount to the Metro Chamber Foundation. These funds would be used for the purpose of providing payroll services and direct wages to those students for work provided by local nonprofits who were recently selected through a Request for Proposal process.

The 75 unplaced students will be employed with a local nonprofit that best aligns with their interest as well as proximity to their home and school. The students will be paid minimum wage for up to 100 hours. The City may decide to cover additional hours if any students are able to extend their internship.

<u>Financial Considerations</u>: The financial considerations are outlined above and within the attached MOU.

LCAP Goal(s): College, Career and Life Ready Graduates

Documents Attached:

- 1. Executive Summary
- 2. MOU between SCUSD and Metro Chamber Foundation

Estimated Time of Presentation: N/A

Submitted by: Nathaniel Browning, Policy and Governance

Manager

Approved by: Jorge A. Aguilar, Superintendent

Board of Education Executive Summary

Board Office

Approve MOU with Sacramento Metro Chamber Foundation for 1,000 Strong Program

February 1, 2018 Board Meeting



I. OVERVIEW / HISTORY

The 1,000 Strong program is an effort to help prepare Sacramento City Unified School District youth for success in careers through training and paid internships. The District initially contributed \$300,000 to this effort as part of the 2017-18 Budget. Seventy-five District students who originally enlisted in the 1,000 Strong effort have yet to be placed in a meaningful internship. As such, the District is requesting that the Board redirect the remaining \$100,000 of the original amount to the Metro Chamber Foundation. These funds would be used for the purpose of providing payroll services and direct wages to those students for work provided by local nonprofits who were recently selected through a Request for Proposal (RFP) process.

The 75 unplaced students will be employed with a local nonprofit that best aligns with their interest as well as proximity to their home and school. The students will be paid minimum wage for up to 100 hours. The City may decide to cover additional hours if any students are able to extend their internship.

District staff will work to finalize student internship placements at the following nonprofits who participated in the formal RFP process:

- CELI INC
- City of Refuge Sacramento
- E. Claire Raley Studios for the Performing Arts (CLARA)
- Focus on Families
- Fruitridge Community Collaborative
- Girls Self-Esteem Program
- HAWK Institute
- Legal Services of Northern California
- NeighborWorks
- My Sister's House
- Roberts Family Development Center
- Sacramento Asian Pacific Chamber of Commerce
- Sacramento Chinese Community Service Center
- Sacramento Public Library
- Target Excellence
- Urban Advocates & Achievers, Inc.
- WellSpace Health
- Yisrael Family Farm

Board Office 1

Board of Education Executive Summary

Board Office

Approve MOU with Sacramento Metro Chamber Foundation for 1,000 Strong Program



February 1, 2018 Board Meeting

II. DRIVING GOVERNANCE

The 1,000 Strong effort is consistent with the District's mission to provide education and job-related training to its students in order to prepare them for a multitude of post-secondary options.

III. BUDGET

\$100,000

IV. GOALS, OBJECTIVES, AND MEASURES

The goal of the attached MOU is to provide education and job-related training to SCUSD students who need placement in the 1,000 Strong effort to date.

V. MAJOR INITIATIVES

This effort aligns with the District's focus on developing *College, Career and Life Ready Graduates*.

VI. RESULTS

The Board shall approve the MOU which will allow staff to finalize the placement of the remaining 75 students in local nonprofits for education, job-related training, and paid internships.

VII. LESSONS LEARNED / NEXT STEPS

Next Steps: Notify District students and nonprofit partners of the approved MOU and pending placements that will be carried out through the Metro Chamber Foundation.

Board Office 2

MEMORANDUM OF UNDERSTANDING BETWEEN SACRAMENTO CITY UNIFIED SCHOOL DISTRICT AND METRO CHAMBER FOUNDATION

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into upon approval between the parties below which is anticipated to be on or around February 1, 2018 (Effective Date), by and between the Sacramento City Unified School District (SCUSD) and Metro Chamber Foundation ("Foundation"), a California nonprofit corporation (collectively, the "Parties").

WHEREAS, Thousand Strong is a community effort to strengthen Sacramento by preparing our youth for success in careers through training and paid internships;

WHEREAS, 75 District students who originally enlisted in the 1,000 Strong effort have yet to be placed in a meaningful internship;

WHEREAS, the District wishes to assist placing those students awaiting placement by redirecting originally Board approved 1,000 Strong funds towards payroll services and hourly wages of those students;

WHEREAS, the 1,000 Strong effort is consistent with the District's mission to provide education and job-related training to its students in order to prepare them for a multitude of post-secondary options;

WHEREAS, the District and the Foundation desire to enter into a Memorandum of Understanding for the purpose of funding the payroll services and hourly wages of the student interns; and

WHEREAS, this MOU sets forth the terms and conditions for such purpose.

NOW, THEREFORE, the Parties agree to the following terms and conditions:

GENERAL PROVISIONS

- A. **Term.** This MOU takes effect when executed by both parties, as indicated by the dates in the signature blocks below, and terminates on June 30, 2018. Both parties are in agreement that this date will also serve as the final day of paid internship placement for SCUSD students.
- B. **Services & Payment.** The Foundation shall provide the services as detailed herein. The Foundation shall not be compensated for services outside the scope of services unless with prior writing approval from the District. The District will pay the Foundation for services rendered pursuant to this Agreement as stipulated under "Fee Schedule". The Foundation shall retain 1.7% of the District funds to cover its indirect costs of administering the Scope of Services. Additional costs include a 5% administrative fee for

the Foundation and a \$100 fee per student passed on by the payroll provider. Attachment A to this MOU contains the breakdown of costs.

- C. Scope of Services. The Foundation shall provide the following services as detailed and incorporated herein under section titled "Management of Payroll Services for 1000 Strong Program". The services described herein shall be provided between date of MOU approval and June 30, 2018 or in accordance with the schedule, set forth in the Scope of Services.
- D. **Management of Payroll Services for 1000 Strong Program.** As the project manager of payroll services, the Foundation will be responsible for providing the management of payroll services for a maximum of 75 SCUSD students. Those responsibilities include:
 - 1. Contracting with an appropriate payroll service provider for youth 16-19 years old:
 - 2. Coordinating with the payroll service;
 - 3. Providing verification of current work permits on file per student;
 - 4. Onboarding employers and students onto payroll service;
 - 5. Verifying hours worked with onsite managers using appropriate verification techniques;
 - 6. Approving timesheets of students on a bi-weekly basis or in accordance with the pay period schedule;
 - 7. Provide the District with a time record of hours worked for each student on a biweekly basis or in accordance with the pay period schedule;
 - 8. Monitoring student hours (up to 175 hours of paid work per student);
 - 9. Ensuring students are paid minimum wage for hours completed in two-week pay cycles;
 - 10. Providing regular and consistent updates to the District regarding participation or eligibility concerns of particular students, including but not limited to, students who may not be actively participating in the onboarding process or continuing employment, and
 - 11. Providing the District with all accounting paperwork related to the cost and payroll of the student interns.
- E. **Fee Schedule Contractor's Compensation.** The total of all fees paid to the Foundation for the performance of all services aforementioned in the "Scope of Services", and for all authorized reimbursable expenses, shall not exceed the total sum of \$100,000.00. The Foundation shall be paid for the performance of Services in four equal sums as follows:
 - 1. The first payment of \$25,000 shall be received 14 days after approval of this MOU;
 - 2. The second payment of \$25,000 shall be received 14 days after all eligible students have been on-boarded into the payroll system and have officially begun their internship employments; with their matched non-profit entities.

- 3. The third payment of \$25,000 shall be received by April 15, 2018 after the district has received the most current time records of hours for each student in placement, and the District has confirmed all students have been paid minimum wage through the last day of their most recent two-week pay cycle leading up to April 1, 2018;
- 4. The fourth and final payment of \$25,000 shall be received by May 15, 2018 after the district has received the most current time records of hours for each student in placement, and the District has confirmed all students have been paid minimum wage through the last day of their most recent two-week pay cycle leading up to May 1, 2018; and
- 5. Any funds not expended by the cost of onboarding, monitoring, and paying for the wages of student interns shall be returned to the District no later than August 15, 2018.
- 6. The above payments shall be made upon the District's determination that Foundation has worked in good faith to resolve any issues that may arise concerning student internship placements or due to a non-profit entity's non-responsiveness or change in ability to sponsor internships.
- F. **Termination**. Either Party has the right at any time to terminate this MOU with or without cause by giving thirty (30) days written notice of termination to the other Party. If a Party gives notice of termination, the other Party shall immediately cease rendering services pursuant to this MOU.
- G. **Breach.** In the event of a material breach of this MOU, an aggrieved party may terminate this MOU by giving 15 days prior written notice of termination to the other party. District's termination of this MOU may result in its students being disqualified from the Thousand Strong program and terminated from paid internship placements.
- H. **Modification.** This MOU constitutes the entire agreement and understanding of the parties. All prior understandings, terms or conditions are deemed merged into this MOU. Any changes to this MOU must be agreed to in writing by all parties.
- I. **Confidentiality.** Each party shall be responsible for maintaining the confidentiality of student data to the extent required by law. If either party fails to comply with this requirement it shall hold the non-offending party harmless and indemnify that party for the breach of confidentiality.
- J. **Notice.** Any notices required to be given by the MOU or by law shall be in writing. They shall be served either personally, by mail, or email.

Any notice to District may be given at the following address:

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

Email: Nathaniel-Browning@scusd.edu

Phone: (916) 257-9640

Any notice to Foundation shall be sent to the following address:

Talia Kaufman Metro Chamber Foundation One Capitol Mall, Suite 700 Sacramento, CA 95814

Email: tkaufman@metrochamber.org

Phone: (916) 319-4273

K. **Indemnification.** Each party agrees to defend, indemnify, and hold harmless the other party (including a party's directors, agents, officers and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of the indemnifying party, its director, agents, officers, or employees arising from the indemnifying party's duties and obligations described in this agreement or imposed by law.

It is the intention of the parties that this section imposes on each party responsibility to the other for the acts and omissions of their respective officials, employees, representatives, agents, subcontractors and volunteers, and that the provisions of comparative fault shall apply. This provision shall survive the termination of this agreement for any claim related to this agreement.

- L. **Independent Agents.** This MOU is by and between independent agents, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture and/or association between the independent agents.
- M. **Nondiscrimination.** Any service provided by the parties pursuant to this Agreement shall be without discrimination based on the actual or perceived race, religious creed, color, national origin, nationality, ethnicity, ethnic group identification, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, gender, gender identity, gender expression, sex, or sexual orientation, in accordance with all applicable Federal and State laws and regulations.
- N. **Insurance.** All parties shall maintain in full force Commercial Liability Insurance with limits of no less than \$1,000,000 per occurrence. Such requirement may be satisfied by coverage through a joint powers authority. Evidence of insurance coverage shall be furnished upon request by a party to this agreement.
- O. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

SIGNATURES		
Jorge A. Aguilar, Superintendent Sacramento City Unified School District	Date	
Talia Shani Kaufman, Executive Director Metro Chamber Foundation	Date	

The undersigned represent that they are authorized representatives of the parties and hereby execute this MOU:

ATTACHMENT A

Breakdown of Payment of Services

Indirect Cost	1.70%	\$1,700
Onboarding Fee (Passed on by Payroll Provider)	\$100 fee per student	\$7,500
Metro Chamber Foundation Administrative Fee	5%	\$5,000
Total Administrative Fees		\$14,200
Hourly Wage	\$11.00	
Payroll Taxes & Fringe Benefits (Passed on by Payroll		
Provider at 30% above wages)	\$3.30	
Hourly Cost Per Student Hour Worked		\$14.30
80 Hours Per Student at \$14.30 Per Hour		\$1,144
75 Students Placed at 80 Hours Per Student		\$85,800
TOTAL COST INCLUDING 2.5% INDIRECT		\$100,000



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 11.1g

Meeting Date: February 1, 2018

<u>Subject</u>	: Approve Resolution No. 2985: Resolution Regarding Board Stipends
	Information Item Only Approval on Consent Agenda Conference (for discussion only) Conference/First Reading (Action Anticipated:) Conference/Action Action Public Hearing
<u>Divisio</u>	<u>n</u> : Board of Education.
Recom Stipend	mendation: Approve Resolution No. 2953: Resolution Regarding Board s.

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

Financial Considerations: None

LCAP Goal(s): Family and Community Empowerment

Documents Attached:

1. Resolution No. 2985: Resolution Regarding Board Stipends.

Estimated Time of Presentation: N/A

Submitted by: Jessie Ryan, Board President

Approved by: Jorge A. Aguilar, Superintendent

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

RESOLUTION NO. 2985

RESOLUTION REGARDING BOARD STIPENDS

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

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

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

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

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 1st day of February, 2018, by the following vote:

AYES: NOES: ABSTAIN: ABSENT:	
ATTESTED TO:	Jessie Ryan President of the Board of Education
Jorge A. Aguilar Secretary of the Board of Education	

ATTACHMENT A

RESOLUTION NO. 2985

- 1. <u>Absence Due to Illness Finding</u>. Stipends are authorized to the following Board members due to illness:
 - a. Board member Ellen Cochrane for the Special Meeting on January 20, 2018.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 11.1h

Meeting Date: February 1, 2018

Subject: Approve Minutes of the January 18, 2018 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
<u>Division</u> : Superintendent's Office
Recommendation: Approve Minutes of the January 18, 2018 Board of Education Meeting.
Background/Rationale: None
Financial Considerations: None
LCAP Goal(s): Family and Community Empowerment
<u>Documents Attached:</u> 1. Minutes of the January 18, 2018 Board of Education Regular Meeting
Estimated Time of Presentation: N/A
Submitted by: Jorge A. Aguilar, Superintendent
Approved by: N/A



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 47th Avenue Sacramento, CA 95824

Minutes

2017/18-13

Allotted Time

1.0 OPEN SESSION / CALL TO ORDER / ROLL CALL

Meeting called to order at 4:37 p.m.

Present:

President Ryan
Vice President Woo
2nd Vice President Minnick
Member Cochrane
Member Hansen
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

No Public Comment at this time.

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

4.0 CALL BACK TO ORDER/PLEDGE OF ALLEGIANCE

Meeting was called back to order at 6:20 p.m.

- 4.1 Broadcast Statement (Student Member Nguyen)
- 4.2 The Pledge of Allegiance was led by Marc Vanchiasong, Senior at Luther Burbank High School. Member Vang presented him with a corticated of appreciation.
- 4.3 In Recognition of Robert "Bob" Bone (Darrel Woo)

Vice President Woo moves to adopt agenda in the name of a long time Sacramento City Unified veteran. Not only educated through the Sacramento City Unified system, he served our Sacramento City Unified system for so many years as first teacher, then principal. Invites Mr. Bones' daughter, Jody Bone, up to say a few words.

Board Comments:

Member Pritchett states Mr. Bone was much loved in the community. Thank you for attending and thank you for your father's service.

5.0 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

None

6.0 AGENDA ADOPTION

Vice President Woo, would like to move the adoption of the agenda in the name of Robert Bone Member Pritchett, 2^{nd} Board Unanimous

7.0 SPECIAL PRESENTATION

7.1 Approve Resolution No. 2979: Recognition of Human Trafficking Awareness Month, January 2018 (Jessie Ryan and Christina Pritchett)

President Ryan and Member Pritchett presented the resolution. Giving resolutions plaques to Rachelle Ditmore, City of Refuge; Shan Harkleroad, WEAVE; Cyrena Shirley, Attorney General's Office; Nilda Valmores, My Sister's House; Jeanine Lopez, Child Protective Services; Matt Turkie, Doug Huscher, Cailey Bronny and Aliya Holmes for Dr. Stacey Ault, all of Sacramento City Unified School District.

Member Pritchett makes a request to Superintendent Aguilar that we have an extensive audit of all sports program coaches and site visitors to make sure anybody who has access to our students is being fingerprinted and has an extensive back ground check. Will also put in a formal request to the Executive Board and will

expect the information will be shared with the entire Board at a later date.

Member Minnick, thanks colleagues for acknowledging this issue. From previous work at WEAVE, is aware of how prevalent this issue is in our community. Appreciates all the work being done with partners so we can support our children and community.

President Ryan, before we take a vote needs to mention that as of January 1, 2018 new California state law which is very much in line with today's resolution to help elevate and empower our youth, requires that Student Board Members have an opportunity to take a preferential vote. Preferential voting means a formal expression of opinion that is recorded in the minutes and cast before the official vote of the governing board of the school district. A preferential vote shall not serve in determining the final numerical outcome of a vote. No preferential vote shall be solicited on matters subject to closed session discussion. Accordingly, it is suggested that statements be made, following each of the board member items voted on. We will be calling for Board Member Nguyen to cast her preferential vote. It is fitting that she exercise the power of youth voice on this incredible resolution to empower, uplift and ensure we are serving youth in Sacramento and beyond.

Vice President Woo moves to Adopt Resolution 2979 Member Pritchett, 2nd Student Board Member Nguyen's Preferential Vote, Yes Board Unanimous

7.2 Approve Resolution No. 2980: Expanding Safe Haven Efforts (Jessie Ryan and Mai Vang)

President Ryan and Member Vang, new Chair of the Policy and Governance Committee, presented this resolution.

Member Vang moves to Adopt Resolution 2980 Vice President Woo, 2nd Student Board Member Nguyen's Preferential Vote, Yes Board Unanimous

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.

- 1. Peter Lambert with the 2017 C.K. McClatchy Division 1 Section Champion Boys' Cross Country Team Member Hansen presented the team with certificates of appreciation.
- 2. Caroline Cabias
- 3. Makenzie Cross
- 4. Danilo Campos
- 5. Michael Casper
- 6. Angel Garcia

9.0 BOARD WORKSHOP/STRATEGIC PLAN AND OTHER INITIATIVES

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

Vincent Harris, Chief Continuous Improvement and Accountability Officer; Iris Taylor, Chief Academic Officer and Cathy Morrison, LCAP/SPSA Coordinator presented.

Public Comment:

- 1. Angie Sutherland
- 2. Liz Guillen
- 3. Grace Trujillo

Board Comments:

Member Hansen appreciates transparency, for us to able to address the problems that are very clearly highlighted in the report, transparency is something we have to have and we have to be mindful of that and just put it on the table for the community to see. Helps us to be accountable. Wants to ask that if in future presentations there can be a number of students that are fitting in these different categories. Going through the indicators very low, low, and high, etc. could you indicate the number the number of students? It will be informative to understand the scope of the situation depending on how many students are impacted. Also have to think about the potential cost and resources that are necessary.

This is an information only item. Action not required.

9.2 Consider Resolution No. 2976 and 2977: Initial Charter Petition for Success Skills, Inc.: NorCal Action Trade and Tech (Jack Kraemer and Mike Brunelle)

Jack Kraemer, Director, Innovative Schools and Charter Oversight presented along with Jacob Walker, Effective Education Solutions; Carl Yoder, CFO Delta Manage Solutions; and Ed Sklar, Outside Legal Counsel, Lozano Smith.

Public Comment:

- 1. Ian Arnold
- 2. Grace Trujillo

Board Comments:

Member Cochrane we have a new Superintendent, plans to continue to support every effort that he has and will set forward. Adult Education has not yet been touched by him. Urges fellow board members to vote no on this petition. Member Vang has a question regarding Field Act Requirements on page 5. Ed Sklar answers, Charter is exempt from Field Act. Wants to ensure the liability piece for the Board that the site doesn't violate the Field Act. Jacob responds the school plans to focus on adults solely does not expect to have any high school age kids who would want to enroll in the school. But if they did and it was not appropriate for them to be there legally there are other facilities they would be able to be at. Member Vang asks how we have that insurance as a Board, as a District. Jacob answers it could be a Board Policy of the Charter Board and a report would be given to the District on the students' ages and sites.

Member Pritchett made it very clear at the last meeting, a proponent of Adult Ed and doesn't think we are offering enough for adults in our community. Asks Cathy Allen if she has the data for the building on 24th and Florin. Cathy answers, our team was sent out there to review the facility in terms of getting it up and running. It's about \$36,000 - \$40,000 to get up to date. One of the HVAC units needs to be replaced. Does not have data at this point on any potential renovation costs. Member Pritchett asks the petitioners if they would take the building on 24th and Florin as is and do work themselves to get it up and running? Jacob answers they are willing to take on any reasonable amount. Jack urges the Board if the vote is to approve, to set aside the facilities to be negotiated separately. 2nd Vice President Minnick still a little confused on Member Vang's question about the Field Act. Understands the Field Act, question is how are we defining high school students. Jack answers; we have two and only two exceptions to that. On one hand are students over the age of 19 in which they are continuously enrolled in pursuit of a high school diploma. That is one of the programs that are being put forth. The other is a federal jobs program at which there is host of choices. The one they have selected as part of their program is WIOA, Workforce

Innovation and Opportunity Act. In order to WIOA status, it has to be an exclusive partnership. If you are WIOA you are serving students as young as 14 years old. That's how those students can wind up at that particular site. Question for Jack, page 4 references the timeline for Prop 39 requests. Can you expand on whether that is going to be an issue for them; you said they are late in making the request. Jack answers; they are already too late for next school year if they want to use a district facility. On page 7, struggling with the ADA versus actual attendance. Clarify what that means. Jack responds NorCal Trade's response they provided information on what it takes to actually generate one full ADA. For year one, they will need to enroll 450 students in order to reach their ADA projection of 180. If you look at year at year five, what that comes out to is, 2500 students are going to need to enroll in year 5 in order to meet their ADA of 900. That is problematic in many matters. One last comment, there are a lot of legitimate concerns. Some have been addressed, some a little uneasy with. There is a level of support from community organizations and people who carry high respect. Which makes Member Minnick believe not so much in the proposal or in the petition itself but in the concept. Thinks there is a clear need.

President Ryan appreciates concerns and also benefits that the other Board Members have outlined in considering this charter petition. Excited by the vision. However, this petition is flawed. We have talked about the flaws in the petition at length. Ultimately as a Board, we are charged with a fiduciary responsibility. The biggest gaping hole in this application is around we make the finances work.

Vice President Woo is also concerned about adequate and full funding. Too late for Prop 39 but it is not too late to as a separate agreement with this district to take 24th and Florin as is and petitioner figures out how to pay for it. In light of President Ryan's concerns regarding budgeting and funding, let's say after a year or two this school fails because it had inadequate funding, what then? What is the contingency, will the district be required to absorb the students and then we have an additional Adult Ed program that wasn't contemplated at the time but now is thrust upon us?

Member Hansen struck early on by the folks that have worked with the charter petitioners. The fact that the mayor supported this, La Familia, My Sister's House. Some of the county supervisors have had experiences with them. thinks there is merit for this petition. Would be more comfortable, like Vice President Woo, if there was a greater financial accountability so we can take a look and see what's happening in that situation to make sure there is full transparency. Additionally looking at the potential use of the Florin facility, which was an adult school at one time serving hundreds and hundreds of people that is now sitting vacant and has been vacant for a decade, a long time. Would be better used if we are actually educating people. There would have to be financial work done by the petitioner.

Member Vang 24th and Florin is in trustee area. Spoken to many community organizations in the area, families, students, neighborhood organizations and even business overall everyone is very supportive of proposal and vision. Is concerned about some of the issues raised by staff report. Understands there is a need for that area. Wants to ask Mr. Aguilar if he has had a chance to review our current adult schools. Mr. Aguilar responds, he has scheduled a working session to understand what it is we are offering at our adult school. Specifically very interested in understanding the level and depth of alignment of our adult school program offerings. Member Vang continues with being conflicted because she is aware there is a need at the same time our Superintendent really has not had a chance to really take a look at our adult school. Feels like we can improve our adult programs. Is comfortable adopting the resolution to deny this petition given the fact that we give the Superintendent direction to explore what we can do as a district and add on to our current adult school programming.

President Ryan asks is that a motion?

Member Vang answers, with the direction to the Superintendent, yes.

Member Cochrane asks for a restatement before any voting.

President Ryan answers Board Member Vang, after asking the Superintendent the question about the assessment he was doing on the offerings for adult school within the Sacramento City Unified School District. Member Vang is comfortable, if the Superintendent is exploring the options and the ability for the district to fill a needed nitch that the community is asking for, that we would move forth with denying the charter petition.

Member Vang motion to approve Resolution 2977 to deny charter petition Member Cochrane 2nd Student Board Member Nguyen's Preferential Vote, Yes

Board was split. Roll Call Vote will be taken.

Member Cochrane - Yes

Member Hansen - Yes

2nd Vice President Minnick – No

Member Pritchett – No

President Ryan – Yes

Member Vang - Yes

Vice President Woo - No

President Ryan, by a vote of 4-3 motion to deny the charter petition fails. Do we have an alternative motion?

Vice President Woo, moves to approve resolutions 2976 to approve charter petition with the caveat that it moves on a separate track to absorb 24th and Florin with no cost to the district.

Member Pritchett 2nd

President Ryan motion is to approve the resolution with the assurances that it will have no cost to the district and that it will not come with the commitment of the 24th and Florin property. That is resolution 2976. Asks Legal Counsel, given those addendums to resolution 2976, can we take this vote.

Jerry Behrens answers, he would like to have the opinion of Mr. Sklar as the guru of the Charter Law. Ed Sklar responds, we can move to adopt that resolution 2976 with the conditions that the district will have no cost for the provision of the facility at 24th and Florin. With the understanding there will be no cooperation with the district. We will enter into an Memo of Understanding (MOU) or Facilities Use Agreement (FUA) for that site with the terms laid out that will return to this Board. District staff will not move forward until we have a signed FUA satisfying those conditions.

President Ryan calls for a vote on Resolution 2976 with the conditions stated by Vice President Woo.

Student Board Member Nguyen's Preferential Vote, Abstain

Member Cochrane – No

Member Hansen – Yes

2nd Vice President Minnick – Yes

Member Pritchett – Yes

President Ryan – No

Member Vang – No

Vice President Woo - Yes

With a vote of 4-3 the Board motion to approve resolution 2976 passes.

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.

Vice President Woo move to approve Consent Agenda with amendment to Item 10.1g striking expulsion #10, 2017-18.

Member Pritchett 2nd

Student Board Member Nguyen's Preferential Vote, Yes

Board Unanimous

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

- 11.1 Employee Organization Reports:
 - TCS N/A
 - *SCTA* David Fisher
 - SEIU Ian Arnold
 - *Teamsters* N/A
 - *UPE* Richard Owens
- 11.2 District Parent Advisory Committees:
 - Community Advisory Committee Angel Garcia and Angie Sutherland
 - District English Learner Advisory Committee N/A
 - Local Control Accountability Plan/Parent Advisory Committee Cecile Nunley

Board Comments:

Member Minnick wants to pat himself on the back for an amazing appointment to the LCAP committee, Cecile Nunley. She is an active member of this community, a recently retired Chief Business Officer from Vallejo City Unified School District with over 24 years of experience in school business and a dedicated advocate to kids in this community.

11.3 Superintendent's Report

Happy 2018 welcome to the first Board meeting of the New Year. First wants to thank all of the members of the community, including our students, staff, principals, parents, Board Members who participated in the Martin Luther King, Jr. March on Monday (1/15/18). Also wants to remind everyone, we are seeking your input on our new English Language Arts and English Language Development curriculum. Please visit the Serna Center and see a sample of those materials that are available through February 2nd. Use kiosk to provide input. This morning had the pleasure of joining several of our Board Members are Mayor Steinberg's State of the City Address. Was pleased to hear his commitment to making Sacramento a city about youth and potential partnerships we will continue to explore. Also spent a great deal of time talking about the importance of celebrating and defending Sacramento's diversity. As superintendent wants to address a number of rumors that have been in the media about mass raids in Northern California. You did hear today our commitment to continue to be a leader as a safe haven school district and the priority we have placed as a Board and as staff on that issue. We have laws that will protect our families and all of our residence regardless of their immigration status. Senate Bill 54 makes California a sanctuary state. Which means our local and state agencies cannot use resources to fuel mass deportations. Assembly Bill 450 prevents and makes it unlawful for employers to give up employees' rights to privacy. We will be updating our Safe Haven resolution portion of our website to make our residence have the latest information regarding things like DACA for example. Federal Court Judge blocked action taken by the president to end DACA meaning students and young adults can continue to submit DACA applications. We want to make sure we are a resource to support young residents who are eligible. Wants to touch on the news about the arrest of one of our JFK High School coaches, wants to ensure all of our members at Sac City we have taken swift action. Also working closely with LCAP/PAC Committee on helping parents understand not just LCAP process but the SPSA process as well as the overall district budget process.

11.4 President's Report

Today had the opportunity to also attend the Mayor's State of the City Address. Mayor Steinberg spoke to the fear and uncertainty permeating our communities. He spoke of the need for tolerance and bold leadership. Sacramento City has pledged to be a partner at the forefront of this charge. Fortunately as superintendent Aguilar pointed out, California has new laws designated to protect those who would be targeted by federal immigration raids. However we know to make these laws work, our most vulnerable committee members need to access legal and community resources necessary to protect themselves. Wants to encourage our student, families and staff to visit the districts Safe Haven website in order to find resources.

11.5 Student Member Report

Finals are next week. Most of the students are really focused on making sure they are on task. In terms of student advisory council, working on picking out which initiatives they want and backing those up with evidence.

11.6 Information Sharing By Board Members

Vice President Woo shared a video about Art of Compassion. Spoke about Social Emotional Learning (SEL) and how important it is in providing safe, supportive and nurturing climates at our schools. Sacramento City Unfired in partnership with last year's Vice Mayor Rick Jennings Office launched the Art of Compassion. This year we are happy to announce the launch of the Art of Kindness Campaign 2/11-2/17. Will be donating \$200 to his trustee area and is challenging his colleagues to do the same for their area.

Member Hansen also attended the Mayors State of the City Address. Mayor Steinberg wants to be a partner. One of the mayor's quotes was "no more dreams differed, no one left behind". Member Hansen thinks that quote fits very well with the work we are doing here at the district. Lastly, attended a great event at Leataata Floyd commemorating the Food Literacy Center work to receive a \$72,000 grant from Ralph's Grocery Store.

11.7 Board Committee Reports

• Board Facilities Committee

Member Pritchett convened the new year with a new committee this last Tuesday. Exploring the idea of putting a bond in 2018. Next meeting 2/20/18.

• Board Budget Committee

Member Hansen, first meeting earlier today. Major focus looking at opportunities and potential need for a school facilities bond and working on coordinating our districts budget.

• Board Governance & Policy Committee

Member Vang wants to report the committee will be meeting every 2nd Friday of the month from 11:30-1:30. Next meeting 2/9/18 in the Georgia conference room.

• Board Evaluation Committee

N/A

12.0 BUSINESS AND FINANCIAL INFORMATION/REPORTS

President Ryan received the Business and Financial Information.

- *12.1 Business and Financial Information:*
 - Purchase Order Board Report of the Period of October 15, 2017 through November 14, 2017
 - Enrollment and Attendance Report for Month 3 Ending November 17, 2017
- 12.2 Head Start/Early Head Start Reports/Early Head Start Expansion Reports

13.0 FUTURE BOARD MEETING DATES / LOCATIONS

- ✓ February 1, 2018 4:30 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting
- ✓ February 15, 2018 4:30 p.m. Closed Session, 6:00 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting

14.0 ADJOURNMENT

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

Student Member Nguyen motion to adjourn meeting
Meeting was adjourned at 9:30 p.m.
Jorge A. Aguilar, Superintendent/Board Secretary



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 13.1

Meeting Date: February 1, 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: • Enrollment and Attendance Report for Month 4 Ending December 15, 2017 Financial Considerations: Reflects standard business information. LCAP Goal(s): Family and Community Empowerment; Operational Excellence **Documents Attached:** 1. Enrollment and Attendance Report for Month 4 Ending December 15, 2017

Estimated Time: N/A

Submitted by: Gerardo Castillo, CPA, Chief Business Officer

Approved by: Jorge A. Aguilar, Superintendent

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ENROLLMENT AND ATTENDANCE REPORT MONTH 4 ENDING FRIDAY, DECEMBER 15, 2017 TRADITIONAL SCHOOLS

ELEMENTARY TRADITIONAL	REGULAR ENROLLMENT		Special	TOTAL MONTH	PERCENTAGE	AVERAGE CUMULATIVE ACTUAL			
		02/11/2/11/022		Education	END	FOR THE	ATTEND		
				Grades K-6	ENROLLMENT	MONTH	71172113		
	Kdgn	Grades 1-3	Grades 4-6			2017-2018	Cum Attd	PERCENTAGE	
						Actual	Days /70	2017-2018	
						Attendance	2017-2018		
A M Winn Elementary K-8 Waldorf	40	125	136	16	317	95.43%	300.24	95.33%	
Abraham Lincoln Elementary	88	229	229	2	548	94.34%	519.91	94.88%	
Alice Birney Waldorf-Inspired K8	82	163	179	0	424	95.85%	409.07	96.73%	
Bret Harte Elementary	40	103	108	27	278	93.90%	256.59	93.73%	
Caleb Greenwood	72	233	190	5	500	95.75%	486.60	96.42%	
Camellia Basic Elementary	91	187	177	2	457	97.20%	449.67	97.91%	
Capital City School	1	18	34	0	53	97.88%	42.17	97.85%	
Caroline Wenzel Elementary	38	109	123	38	308	94.74%	292.51	95.49%	
Cesar Chavez ES	0	0	372	12	384	93.95%	369.03	95.81%	
Crocker/Riverside Elementary	96	278	287	0	661	96.54%	639.21	97.32%	
David Lubin Elementary	104	232	221	14	571	94.59%	533.76	95.19%	
Earl Warren Elementary	55	172	195	12	434	95.29%	419.23	96.26%	
Edward Kemble Elementary	164	428	0	7	599	94.16%	567.50	95.28%	
Elder Creek Elementary	93	312	346	0	751	95.99%	720.24	96.68%	
Ethel I Baker Elementary	93	294	295	1	683	92.76%	645.73	94.65%	
Ethel Phillips Elementary	62	204	214	19	499	93.48%	466.70	94.65%	
Father Keith B Kenny K-8 School	47	183	127	0	357	90.94%	328.76	93.70%	
Genevieve Didion Elementary	71	213	219	4	507	97.16%	489.64	97.56%	
Golden Empire Elementary	72	255	271	13	611	96.27%	594.49	96.83%	
H W Harkness Elementary	72	145	144	7	368	94.66%	355.00	95.54%	
Hollywood Park Elementary	48	141	122	32	343	94.45%	331.36	95.70%	
Home/Hospital	10	14	52	5	81	100.00%	30.65	100.00%	
Hubert H. Bancroft Elementary	66	173	174	20	433	94.26%	406.77	94.94%	
Isador Cohen Elementary	29	110	109	14	262	94.18%	251.93	94.86%	
James W Marshall Elementary	50	163	165	16	394	94.83%	377.09	96.06%	
John Bidwell Elementary	46	123	132	10	311	94.68%	298.93	95.92%	
John Cabrillo Elementary	59	142	152	21	374	92.50%	347.51	94.43%	
John D Sloat Elementary	70	90	93	11	264	92.96%	239.80	94.39%	
John H. Still K-8	84	308	278	13	683	92.59%	641.53	93.99%	
John Morse Therapeutic Center	0	0	0	30	30	93.59%	27.19	92.02%	
Leataata Floyd Elementary	49	161	137	7	354	92.37%	331.20	93.68%	
Leonardo da Vinci K - 8 School	120	289	278	26	713	97.35%	698.43	97.64%	
Mark Twain Elementary	38	136	128	21	323	92.59%	304.67	94.22%	
Martin Luther King Jr Elementary	42	126	162	32	362	93.14%	343.34	94.75%	
Matsuyama Elementary	88	252	266	3	609	96.73%	590.43	97.06%	
Nicholas Elementary	90	280	260	14	644	93.76%	617.17	94.82%	
O W Erlewine Elementary	47	120	128	7	302	93.25%	282.61	95.06%	
Oak Ridge Elementary	67	233	217	3	520	92.89%	475.37	94.43%	
Pacific Elementary	138	327	286		751 576	93.98%	704.70	94.78%	
Parkway Elementary School	75 73	252	223	26	576	93.34%	538.26	94.14%	
Peter Burnett Elementary Phoebe A Hearst Elementary	72 96	241 288	240 287	18 0	571 671	94.99% 97.27%	544.69 654.34	96.11% 97.55%	
Pony Express Elementary	48	169	179	5	401	95.50%	383.00	96.14%	
Rosa Parks K-8 School	46	141	161	12	361	94.32%	342.26	95.01%	
Seguoia Elementary	63	174	211	1	449	95.11%	435.44	96.03%	
Success Academy K-8	03	0	15	0	15	90.55%	10.94	89.80%	
Susan B Anthony Elementary	46	149	133	0	328	95.65%	308.07	97.22%	
Sutterville Elementary	72	149	234	7	511	95.99%	490.24	96.62%	
Tahoe Elementary	66	135	129		353	93.21%	339.06	94.96%	
Theodore Judah Elementary	96	228	234	23	580	95.12%	555.23	96.25%	
Washington Elementary	68	96	70	0	234	94.38%	220.40	95.17%	
William Land Elementary	55	181	190		426	95.63%	417.19	96.68%	
Woodbine Elementary	40	131	111	13	295	95.29%	263.19	94.75%	
TOTAL ELEMENTARY SCHOOLS	3,366	9,454	9,423	591	22,834	94.74%	21,689.04	95.69%	
IOTAL LILIVILIVIANT SCHOOLS	3,300	3,434	3,443	331	22,034	34.7470	21,003.04	33.0370	

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ENROLLMENT AND ATTENDANCE REPORT MONTH 4, ENDING FRIDAY, DECEMBER 15, 2017 TRADITIONAL SCHOOLS

MIDDLE SCHOOLS	MIDDLE SCHOOLS REGULAR ENROLLMENT					PERCENTAGE	AVERAGE (CUMULATIVE
					FOR THE	ACTUAL ATTENDANCE		
				Special	TOTAL MONTH-	MONTH		
	Grade 7	Grade 8	Total Grades		Education END		Cum Attd	PERCENTAGE
			7-8	Grades 7-8	ENROLLMENT	Actual	Days/70	2017-2018
						Attendance	2017-2018	
A M Winn Elementary K-8 Waldorf	16	16	32	0	32	95.13%	32.14	96.07%
Albert Einstein MS	359	331	690	40	730	94.60%	700.21	95.96%
Alice Birney Waldorf-Inspired K8	48	56	104	0	104	96.22%	101.37	97.22%
California MS	462	440	902	12	914	93.51%	871.23	94.82%
Capital City School	14	19	33	0	33	88.43%	23.60	87.45%
Father Keith B Kenny K-8 School	20	13	33	0	33	96.36%	32.73	96.22%
Fern Bacon MS	374	367	741	17	758	94.46%	717.21	95.77%
Genevieve Didion Elementary	45	57	102	0	102	96.92%	98.77	97.88%
Home/Hospital	12	8	20	5	25	100.00%	10.10	100.00%
John H. Still K-8	121	132	253	20	273	96.40%	264.73	96.04%
John Morse Therapeutic Center	0	0	0	16	16	85.07%	12.79	89.68%
Kit Carson MS	168	168	336	16	352	90.96%	326.24	93.30%
Leonardo da Vinci K - 8 School	73	62	135	19	154	97.01%	149.03	97.50%
Martin Luther King Jr Elementary	42	47	89	0	89	94.87%	87.31	95.49%
Rosa Parks K-8 School	221	214	435	39	474	94.02%	447.84	95.39%
Sam Brannan MS	229	214	443	47	490	95.02%	470.76	95.66%
School of Engineering and Science	130	118	248	0	248	95.64%	242.73	96.37%
Success Academy K-8	4	11	15	0	15	83.60%	7.86	78.68%
Sutter MS	601	572	1173	38	1211	96.38%	1174.70	97.28%
Will C Wood MS	350	318	668	24	692	94.17%	661.96	95.84%
TOTAL MIDDLE SCHOOLS	3,289	3,163	6,452	293	6,745	94.68%	6,433.32	95.84%

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ENROLLMENT AND ATTENDANCE REPORT MONTH 4, ENDING FRIDAY, DECEMBER 15, 2017 TRADITIONAL SCHOOLS

HIGH SCHOOLS	REGULAR ENROLLMENT					Total Grade	Special	TOTAL MONTH-	PERCENTAGE	AVERAGE CI	JMULATIVE
							Education	END	FOR THE	ACTUAL AT	TENDANCE
							Grades 9-12	ENROLLMENT	MONTH		
	Continuation	Grade 9	Grade 10	Grade 11	Grade 12				2017-2018	Cum Attd	PERCENTAGE
									Actual	Days/70	2017-2018
									Attendance	2017-2018	
American Legion HS	273	0	0	0	0	273	0	273	81.42%	222.00	85.14%
Arthur A. Benjamin Health Prof	0	50	55	43	30	178	19	197	91.72%	188.41	92.31%
C K McClatchy HS	0	601	571	493	502	2167	88	2255	94.45%	2126.69	95.60%
Capital City School	0	22	52	60	95	229	0	229	80.31%	172.23	84.82%
Hiram W Johnson HS	0	366	346	292	321	1325	143	1468	91.76%	1342.66	93.15%
Home/Hospital	0	15	14	16	3	48	10	58	100.00%	16.87	100.00%
John F Kennedy HS	0	568	537	539	458	2102	94	2196	94.24%	2067.43	95.51%
Kit Carson MS	0	65	33	24	23	145	0	145	94.46%	143.90	95.87%
Luther Burbank HS	0	455	376	386	369	1586	143	1729	92.91%	1605.43	94.21%
Rosemont HS	0	348	345	326	298	1317	85	1402	93.96%	1319.16	95.12%
School of Engineering and Science	0	94	75	63	53	285	0	285	94.88%	273.49	95.87%
The Academy	0	3	11	1	0	15	0	15	88.48%	13.37	82.83%
West Campus HS	0	207	230	198	224	859	0	859	96.59%	841.53	97.75%
TOTAL HIGH SCHOOLS	273	2,794	2,645	2,441	2,376	10,529	582	11,111	93.27%	10,333.17	94.64%

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ENROLLMENT AND ATTENDANCE REPORT MONTH 4, ENDING FRIDAY, DECEMBER 15, 2017 TRADITIONAL SCHOOLS

DISTRICT TOTALS	TOTAL MONTH-	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE		
DISTRICT TOTALS	ENROLLMENT	2017-2018 Actual Attendance	Cum Attd Days/70	PERCENTAGE 2017-2018	
			2017-2018		
ELEMENTARY	22,834	94.74%	21,658	95.69%	
MIDDLE	6,745	94.68%	6,423	95.84%	
HIGH SCHOOL	11,111	93.27%	10,316	94.64%	
TOTAL ALL DISTRICT SEGMENTS	40,690	94.33%	38,398	95.43%	

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ENROLLMENT AND ATTENDANCE REPORT MONTH 4, ENDING FRIDAY, DECEMBER 15, 2017 CHARTER SCHOOLS

		RE	GULAR ENROI	LLMENT				PERCENTAGE	AVERAGE (CUMULATIVE
						Special	TOTAL MONTH-	FOR THE	ACTUAL A	TTENDANCE
2017-2018 DEPENDENT CHARTER						Education	END	MONTH		
SCHOOLS	Kdgn	Grades 1-3	Grades 4-6	Grades 7-8	Grades 9-12	Grades K-12	ENROLLMENT	2017-2018	2017-2018	PERCENTAGE
						Grades K-12	LINKOLLIVIEIVI	Actual		2017-2018
								Attendance		
Bowling Green-Mc Coy	68	204	188	0	0	10	470	94.54%	445.79	95.72%
Bowling Green-Chacon	46	163	146	0	0	0	355	96.60%	343.41	97.28%
George W. Carver SAS	0	0	0	0	251	12	263	92.69%	252.80	94.32%
New Joseph Bonnheim Charter	31	141	115	0	0	0	287	93.53%	265.93	96.20%
New Tech High	0	0	0	0	163	3	166	94.24%	158.65	96.31%
The Met High School	0	0	0	0	277	0	277	97.78%	270.29	96.93%
TOTAL DEPENDENT CHARTER SCHOOLS	145	508	449	0	691	25	1,818	95.07%	1,736.87	96.13%

2017-2018 INDEPENDENT CHARTER SCHOOLS	REGULAR ENROLLMENT					Special TOTAL MONTH-	PERCENTAGE FOR THE MONTH		CUMULATIVE TTENDANCE	
	Kdgn	Grades 1-3	Grades 4-6	Grades 7-8	Grades 9-12	Education Grades K-12	END ENROLLMENT	2017-2018	2017-2018	PERCENTAGE
						Grades K-12	LINICOLLIVILINI	Actual		2017-2018
								Attendance		
CA Montessori Project Capitol Campus	42	127	111	46	0	0	326	96.34%	316.07	96.47%
Capitol Collegiate Academy	75	153	109	0	0	0	337	95.62%	329.35	95.69%
Aspire Capitol Heights Academy	45	143	86	0	0	0	274	94.61%	261.95	94.74%
Growth Public Schools	63	46	0	0	0	0	109	87.02%	100.54	90.07%
Language Academy	84	199	200	102	0	0	585	97.27%	568.88	97.40%
Oak Park Prep	0	0	0	137	0	0	137	94.92%	127.13	95.63%
PS 7 Elementary	71	136	206	134	0	0	547	92.50%	519.48	93.64%
Sacramento Charter HS	0	0	0	0	744	0	744	95.86%	738.24	95.87%
Sol Aureus College Preparatory	48	150	120	42	0	0	360	87.76%	292.61	88.76%
Yav Pem Suab Academy	66	195	209	0	0	0	470	94.66%	450.95	96.29%
TOTAL INDEPENDENT CHARTER SCHOOLS	494	1,149	1,041	461	744	-	3,889	93.66%	3,705.21	94.46%

TOTAL CHARTER SCHOOLS	639	1.657	1.490	461	1,435	25	5.707	94.36%	5.442.08	95.29%

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ENROLLMENT AND ATTENDANCE REPORT MONTH 4, ENDING FRIDAY, DECEMBER 15, 2017 ADULT EDUCATION SCHOOLS

ADULT EDUCATION	ENROLLMENT	HOURS EARNED			2017-2018	E ADA	
		CONCURRENT	OTHER	TOTAL	CONCURRENT	OTHER	TOTAL
A. Warren McClaskey Adult Center	352		16,986.50	16,986.50		203.44	203.44
Charles A. Jones Career & Education Center	555		27,799.95	27,799.95		366.05	366.05
TOTAL ADULT EDUCATION	907		44,786.45	44,786.45		569.49	569.49

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ENROLLMENT AND ATTENDANCE REPORT MONTH 4, ENDING FRIDAY, DECEMBER 15, 2017 GRADE BY GRADE ENROLLMENT

ELEMENTA DV CCUCOUC			REGULAR	CLASS ENR	OLLMENT			TOTAL
ELEMENTARY SCHOOLS	Kdgn	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	REGULAR
A M Winn Elementary K-8 Waldorf	40	39	41	45	38		53	301
Abraham Lincoln Elementary	88	88	72	69	79	73	77	546
Alice Birney Waldorf-Inspired K8	82	48	53	62	61	59	59	424
Bret Harte Elementary	40	32	37	34	33	35	40	251
Caleb Greenwood	72	70	67	96	63	64	63	495
Camellia Basic Elementary	91	62	65	60	58	60	59	455
Capital City School	1	6	4	8	8	11	15	53
Caroline Wenzel Elementary	38	43	32	34	39	31	53	270
Cesar Chavez ES	0	0	0	0	108	124	140	372
Crocker/Riverside Elementary	96	95	91	92	95	98	94	661
David Lubin Elementary	104	87	83	62	73	78	70	557
Earl Warren Elementary	55	58	60	54	62	57	76	422
Edward Kemble Elementary	164	160	139	129	0	0	0	592
Elder Creek Elementary	93	106	117	89	115	115	116	751
Ethel I Baker Elementary	93	101	109	84	88	113	94	682
Ethel Phillips Elementary	62	71	65	68	65	87	62	480
Father Keith B Kenny K-8 School	47	66	48	69	41	40	46	357
Genevieve Didion Elementary	71	71	72	70	66	66	87	503
Golden Empire Elementary	72	84	84	87	88	84	99	598
H W Harkness Elementary	72	47	49	49	39	54	51	361
Hollywood Park Elementary	48	44	49	48	43	47	32	311
Home/Hospital	10	7	6	1	16	14	22	76
Hubert H. Bancroft Elementary	66	74	49	50	56	67	51	413
Isador Cohen Elementary	29	31	46	33	42	41	26	248
James W Marshall Elementary	50	49	65	49	46	51	68	378
John Bidwell Elementary	46	38	41	44	40	47	45	301
John Cabrillo Elementary	59	44	48	50	50	47	55	353
John D Sloat Elementary	70	33	34	23	33	27	33	253
John H. Still K-8	84	99	105	104	92	85	101	670
John Morse Therapeutic Center	0	0	0	0	0	0	0	0
Leataata Floyd Elementary	49	56	58	47	41	51	45	347
Leonardo da Vinci K - 8 School	120	98	96	95	97	94	87	687
Mark Twain Elementary	38	48	50	38	37	40	51	302
Martin Luther King Jr Elementary	42	40	51	35	58	42	62	330
Matsuyama Elementary	88	68	92	92	90	92	84	606
Nicholas Elementary	90	91	96	93	67	96	97	630
O W Erlewine Elementary	47	41	39	40	46	40	42	295
Oak Ridge Elementary	67	72	91	70	74	64	79	517
Pacific Elementary	138	119	104	104	99	97	90	751
Parkway Elementary School	75	91	75	86	64	82	77	550
Peter Burnett Elementary	72	90	71	80	69	75	96	553
Phoebe A Hearst Elementary	96	96	96	96	99	94	94	671
Pony Express Elementary	48	42	60	67	55	59	65	396
Rosa Parks K-8 School	47	48	48	45	53	46	62	349
Sequoia Elementary	63	68	57	49	64	65	82	448
Success Academy K-8	0	0	0	0	5	6	4	15
Susan B Anthony Elementary	46	38	67	44	47	43	43	328
Sutterville Elementary	72	60	72	66	59	85	90	504
Tahoe Elementary	66	57	41	37	44	45	40	330
Theodore Judah Elementary	96	87	69	72	78	89	67	558
Washington Elementary	68	48	24	24	27	22	21	234
William Land Elementary	55	62	64	55	75	60	55	426
Woodbine Elementary	40	39	48		28	44	39	282
TOTAL	3,366	3,212	3,200	3,042	3,013	3,151	3,259	22,243

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ENROLLMENT AND ATTENDANCE REPORT MONTH 4, ENDING FRIDAY, DECEMBER 15, 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	317	1029	21017	22046	95.33%
Abraham Lincoln Elementary	548	1964	36394	38358	94.88%
Alice Birney Waldorf-Inspired K8	424	969	28635	29604	96.73%
Bret Harte Elementary	278	1201	17961	19162	93.73%
Caleb Greenwood	500	1266	34062	35328	96.42%
Camellia Basic Elementary	457	671	31477	32148	97.91%
Capital City School	53	65	2952	3017	97.85%
Caroline Wenzel Elementary	308	966	20476	21442	95.49%
Cesar Chavez ES	384	1129	25832	26961	95.81%
Crocker/Riverside Elementary	661	1232	44745	45977	97.32%
David Lubin Elementary	571	1887	37363	39250	95.19%
Earl Warren Elementary	434	1140	29346	30486	96.26%
Edward Kemble Elementary	599	1968	39725	41693	95.28%
Elder Creek Elementary	751	1733	50417	52150	96.68%
Ethel I Baker Elementary	683	2556	45201	47757	94.65%
Ethel Phillips Elementary	499	1845	32669	34514	94.65%
Father Keith B Kenny K-8 School	357	1548	23013	24561	93.70%
Genevieve Didion Elementary	507	858	34275	35133	97.56%
Golden Empire Elementary	611	1364	41614	42978	96.83%
H W Harkness Elementary	368	1160	24850	26010	95.54%
Hollywood Park Elementary	343	1042	23195	24237	95.70%
Home/Hospital	81	0	2145.25	2145.25	100.00%
Hubert H. Bancroft Elementary	433	1519	28474	29993	94.94%
Isador Cohen Elementary	262	956	17635	18591	94.86%
James W Marshall Elementary	394	1082	26396	27478	96.06%
John Bidwell Elementary	311	889	20925	21814	95.92%
John Cabrillo Elementary	374	1434	24326	25760	94.43%
John D Sloat Elementary	264	997	16786	17783	94.39%
John H. Still K-8	683	2871	44907	47778	93.99%
John Morse Therapeutic Center	30	165	1903	2068	92.02%
Leataata Floyd Elementary	354	1563	23184	24747	93.68%
Leonardo da Vinci K - 8 School	713	1180	48890	50070	97.64%
Mark Twain Elementary	323	1309	21327	22636	94.22%
Martin Luther King Jr Elementary	362	1331	24034	25365	94.75%
Matsuyama Elementary	609	1253	41330	42583	97.06%
Nicholas Elementary	644	2360	43202	45562	94.82%
O W Erlewine Elementary	302	1029	19783	20812	95.06%
Oak Ridge Elementary	520	1961	33276	35237	94.43%
Pacific Elementary	751	2715	49329	52044	94.78%
Parkway Elementary School	576	2347	37678	40025	94.14%
Peter Burnett Elementary	571	1544	38128	39672	96.11%
Phoebe A Hearst Elementary	671	1150	45804	46954	
Pony Express Elementary	401	1077	26810	27887	
Rosa Parks K-8 School	361	1257	23958	25215	
Sequoia Elementary	449	1259	30481	31740	96.03%
Success Academy K-8	15	87	766	853	89.80%
Susan B Anthony Elementary	328	617	21565	22182	97.22%
Sutterville Elementary	511	1201	34317	35518	96.62%
Tahoe Elementary	353	1259	23734	24993	94.96%
Theodore Judah Elementary	580	1513	38866	40379	96.25%
Washington Elementary	234	783	15428	16211	95.17%
William Land Elementary	426	1004	29203	30207	96.68%
Woodbine Elementary	295	1020	18423	19443	
TOTAL	22,834	68,325	1,518,232	1,586,557	95.69%

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ENROLLMENT AND ATTENDANCE REPORT MONTH 4, ENDING FRIDAY, DECEMBER 15, 2017 CUMULATIVE TOTAL ABSENCES

MIDDLE	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
			ATTENDANCE		
A M Winn Elementary K-8 Waldorf	32	92	2250	2342	96.07%
Albert Einstein MS	730	2063	49015	51078	95.96%
Alice Birney Waldorf-Inspired K8	104	203	7096	7299	97.22%
California MS	914	3329	60986	64315	94.82%
Capital City School	33	237	1652	1889	87.45%
Father Keith B Kenny K-8 School	33	90	2291	2381	96.22%
Fern Bacon MS	758	2217	50205	52422	95.77%
Genevieve Didion Elementary	102	150	6914	7064	97.88%
Home/Hospital	25	0	706.75	706.75	100.00%
John H. Still K-8	273	764	18531	19295	96.04%
John Morse Therapeutic Center	16	103	895	998	89.68%
Kit Carson MS	352	1641	22837	24478	93.30%
Leonardo da Vinci K - 8 School	154	268	10432	10700	97.50%
Martin Luther King Jr Elementary	89	289	6112	6401	95.49%
Rosa Parks K-8 School	474	1516	31349	32865	95.39%
Sam Brannan MS	490	1495	32953	34448	95.66%
School of Engineering and Science	248	640	16991	17631	96.37%
Success Academy K-8	15	149	550	699	78.68%
Sutter MS	1211	2303	82229	84532	97.28%
Will C Wood MS	692	2011	46337	48348	95.84%
TOTAL	6,745	19,560	450,332	469,892	95.84%

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ENROLLMENT AND ATTENDANCE REPORT MONTH 4, ENDING FRIDAY, DECEMBER 15, 2017 CUMULATIVE TOTAL ABSENCES

HIGH SCHOOL	ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
American Legion HS	273	2713	15540	18253	85.14%
Arthur A. Benjamin Health Prof	197	1099	13189	14288	92.31%
C K McClatchy HS	2255	6859	148868	155727	95.60%
Capital City School	229	2157	12056	14213	84.82%
Hiram W Johnson HS	1468	6915	93986	100901	93.15%
Home/Hospital	58	0	1180.75	1180.75	100.00%
John F Kennedy HS	2196	6803	144720	151523	95.51%
Kit Carson MS	145	434	10073	10507	95.87%
Luther Burbank HS	1729	6904	112380	119284	94.21%
Rosemont HS	1402	4738	92341	97079	95.12%
School of Engineering and Science	285	825	19144	19969	95.87%
The Academy	15	194	936	1130	82.83%
West Campus HS	859	1353	58907	60260	97.75%
TOTAL	11,111	40,994	723,321	764,315	94.64%

	TOTAL	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
	ENROLLMENT				
TOTAL ALL SCHOOLS	40,690	128,879	2,691,885	2,820,764	95.43%