



Putting
Children
First

Sacramento City Unified School District BOARD OF EDUCATION MEETING AND WORKSHOP

Board of Education Members

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

Thursday, March 3, 2016

4:30 p.m. Closed Session

6:30 p.m. Open Session

Serna Center

Community Conference Rooms
5735 47th Avenue
Sacramento, CA 95824

AGENDA

2015/16-17

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 (Workers' Compensation Settlement Authority Case No. ADJ3443631)

b) Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9

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

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

- 3.3 *Government Code 54957 – Public Employee Discipline/Dismissal/Release/Reassignment*
- 3.4 *Government Code 54957 - Public Employee Performance Evaluation:*
 - a) *Superintendent*
- 3.5 *Education Code section 35146 – The Board will hear staff recommendations on the following student expulsions:*
 - a) *Expulsion #4, 2015-16*

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

The Pledge of Allegiance will be led by C. K. McClatchy High School’s Girls Cross Country Team.

- *Presentation of Certificate by Vice President Jay Hansen.*

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

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

6:45 p.m. **7.0 PUBLIC COMMENT** *15 minutes*

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

7:00 p.m. **8.0 CONSENT AGENDA** *2 minutes*

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

8.1 Items Subject or Not Subject to Closed Session:

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

8.1b *Approve Personnel Transactions (Cancy McArn)*

- 8.1c *Approve Staff Recommendations for Expulsion #4, 2015-16 (Lisa Allen and Stephan Brown)*
- 8.1d *Approve C. K. McClatchy High School Field Trip to Oregon Shakespeare Festival in Ashland, Oregon from March 30 to April 1, 2016 (Lisa Allen and Mary Hardin Young)*
- 8.1e *Approve Luther Burbank High School Field Trip to Las Vegas, Nevada from March 20 to March 25, 2016 (Lisa Allen and Chad Sweitzer)*
- 8.1f *Approve Sutter Middle School Field Trip to Ashland, Oregon from March 16 to March 18, 2016 (Lisa Allen and Olga Simms)*
- 8.1g *Approve John F. Kennedy High School Field Trip to Boise, Idaho from March 29 to April 3, 2016 (Lisa Allen and Tu Moua-Carroz)*
- 8.1h *Approve John F. Kennedy High School Field Trip to Flagstaff, Arizona from March 8 to March 14, 2016 (Lisa Allen and Tu Moua-Carroz)*
- 8.1i *Approve Resolution No. 2871: Delegating Duty to Accept Bids and Award Construction Contracts (Cathy Allen)*
- 8.1j *Approve Resolution No. 2873: Recognition of National School Social Worker Week, March 6 – 12, 2016 (Victoria Flores)*
- 8.1k *Approve Election of Delegates to the CSBA Delegate Assembly, Subregion 6-B (Sacramento County) (Christina Pritchett)*
- 8.1l *Approve Minutes of the February 4, 2016, Board of Education Meeting (José L. Banda)*
- 8.1m *Approve Resolution No. 2872: Theodore Judah Elementary School New Classroom Building Mitigated Negative Declaration (MND) (Cathy Allen)*

9.0 COMMUNICATIONS

7:02 p.m.

9.1 Employee Organization Reports:

Information
3 minutes each

- *CSA*
- *SCTA*
- *SEIU*
- *Teamsters*
- *UPE*

7:17 p.m.

9.2 District Parent Advisory Committees:

Information
3 minutes each

- *Community Advisory Committee*

- *District Advisory Council*
- *District English Learner Advisory Committee*
- *Gifted and Talented Education Advisory Committee*
- *Sacramento Council of Parent Teacher Association (PTA)*

<i>7:32 p.m.</i>	<i>9.3</i>	<i>Superintendent’s Report (José L. Banda)</i>	Information <i>5 minutes</i>
<i>7:37 p.m.</i>	<i>9.4</i>	<i>President’s Report (Christina Pritchett)</i>	Information <i>5 minutes</i>
<i>7:42 p.m.</i>	<i>9.5</i>	<i>Student Member Report (Elizabeth Barry)</i>	Information <i>5 minutes</i>
<i>7:47 p.m.</i>	<i>9.6</i>	<i>Information Sharing By Board Members</i>	Information <i>15 minutes</i>

10.0 BOARD WORKSHOP/STRATEGIC PLAN AND OTHER INITIATIVES

<i>8:02 p.m.</i>	<i>10.1</i>	<i>Early Kinder Program – Board Policy #6170.1 Revision (Iris Taylor and John Conway)</i>	Conference/1st Reading <i>10 minute presentation 10 minute discussion</i>
<i>8:22 p.m.</i>	<i>10.2</i>	<i>Approve Next Steps for the Disposition of Identified Properties (Cathy Allen)</i>	Conference/Action <i>10 minute presentation 30 minute discussion</i>
<i>9:02 p.m.</i>	<i>10.3</i>	<i>Teacher Recruitment Strategies (Cancy McArn)</i>	Information <i>15 minute presentation 10 minute discussion</i>
<i>9:27 p.m.</i>	<i>10.4</i>	<i>Approve Resolution No. 2874: Intention to Terminate Certificated Employees Due to a Reduction of Particular Kinds of Service (Cancy McArn)</i>	Conference/Action <i>3 minute presentation 5 minute discussion</i>

<i>9:35 p.m.</i>	11.0	BUSINESS AND FINANCIAL INFORMATION/REPORTS	Receive Information
	<i>11.1</i>	<i>Business and Financial Information:</i>	
		<ul style="list-style-type: none"> • <i>Enrollment and Attendance Report for Month 5 Ending January 22, 2015</i> 	

9:37 p.m. **12.0 FUTURE BOARD MEETING DATES / LOCATIONS**

- ✓ *March 17, 2016, 4:30 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting*
- ✓ *April 3, 2016, 10:00 a.m. Board Retreat; Shriners Hospital, 2425 Stockton Boulevard, 2nd Floor*

9:40 p.m. **13.0 ADJOURNMENT**

NOTE: The Sacramento City Unified School District encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Board of Education Office at (916) 643-9314 at least 48 hours before the scheduled Board of Education meeting so that we may make every reasonable effort to accommodate you. [Government Code § 54953.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. §12132)] Any public records distributed to the Board of Education less than 72 hours in advance of the meeting and relating to an open session item are available for public inspection at 5735 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 8.1a

Meeting Date: March 3, 2016

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

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

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

LCAP Goal(s): Safe, Clean and Healthy Schools; College and Career Ready Students

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Other Agreements

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

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS - REVENUE

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>ACADEMIC OFFICE</u>		
A16-00070 S.D. Bechtel Jr. Foundation	7/1/16 – 6/30/17: Grant funds to build teacher and leadership capacity to transform teaching and learning of mathematics. Funding will be used to strategically provide meaningful professional learning experiences that support grade K-8 students' acquisition of deep conceptual mathematics understanding.	\$938,796 No Match

SAFE SCHOOLS

A16-00069 U.S. Department of Justice	1/1/16 – 8/27/16: Community Oriented Policing Secure Our School Grant. Funds to be used to purchase surveillance / communication systems; training/education; and emergency medical and safety backpacks for classrooms.	\$93,400 100% Match
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SPECIAL EDUCATION

A16-00071 California Department of Education	7/1/14 – 9/30/16: Local Assistance Entitlements Grant per the Individuals with Disabilities Education Act (IDEA). This is a federal entitlement grant that is distributed to our SELPA (Special Education Local Plan Areas) in order to provide a full continuum of services for our students with special needs. Funds are used to support the sites with special education services in terms of allocations to fund certificated and classified positions that support the district's special education programs.	\$8,234,862 No Match
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EXPENDITURE AND OTHER AGREEMENTS

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>FACILITIES SUPPORT SERVICES</u>		
SA16-00699 Premier Management Group	1/1/16 – 12/31/16: Construction Management Services for Emergency Repair Program (ERP) Asphalt Project at Luther Burbank High School.	\$213,169 Emergency Repair Program Funds

STATE & FEDERAL PROGRAMS

SA16-00606 !!!Apple iPad & Android Tutoring!!!	9/4/15 – 5/31/16: Supplemental Educational Services. Additional academic instruction designed to increase the academic achievement of students in low-performing schools.	\$129,176 Title I Funds
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STATE & FEDERAL PROGRAMS

SA16-00613 Club Z! Tutoring	9/4/15 – 5/31/16: Supplemental Educational Services. Additional academic instruction designed to increase the academic achievement of students in low-performing schools.	\$104,274 Title I Funds
SA16-00615 Doctrina Tutoring	9/4/15 – 5/31/16: Supplemental Educational Services. Additional academic instruction designed to increase the academic achievement of students in low-performing schools.	\$226,624 Title I Funds
SA16-00616 Elevate Learning	9/4/15 – 5/31/16: Supplemental Educational Services. Additional academic instruction designed to increase the academic achievement of students in low-performing schools.	\$159,770 Title I Funds
SA16-00623 Sullivan Learning Systems	9/4/15 – 5/31/16: Supplemental Educational Services. Additional academic instruction designed to increase the academic achievement of students in low-performing schools.	\$92,916 Title I Funds
SA16-00627 Vision 2000	9/4/15 – 5/31/16: Supplemental Educational Services. Additional academic instruction designed to increase the academic achievement of students in low-performing schools.	\$105,380 Title I Funds
SA16-00632 !!#1 iPad Tutoring!!	9/4/15 – 5/31/16: Supplemental Educational Services. Additional academic instruction designed to increase the academic achievement of students in low-performing schools.	\$100,848 Title I Funds
SA16-00637 !#1 Achieve Success	9/4/15 – 5/31/16: Supplemental Educational Services. Additional academic instruction designed to increase the academic achievement of students in low-performing schools.	\$259,484 Title I Funds
SA16-00642 1 iPad Gratis	9/4/15 – 5/31/16: Supplemental Educational Services. Additional academic instruction designed to increase the academic achievement of students in low-performing schools.	\$122,377 Title I Funds
SA16-00644 Above & Beyond Learning	9/4/15 – 5/31/16: Supplemental Educational Services. Additional academic instruction designed to increase the academic achievement of students in low-performing schools.	\$125,776 Title I Funds
SA16-00650 Learn with iPads	9/4/15 – 5/31/16: Supplemental Educational Services. Additional academic instruction designed to increase the academic achievement of students in low-performing schools.	\$271,949 Title I Funds



Sacramento City Unified School District

CONSTRUCTION MANAGEMENT CONTRACT

This Contract is made on this 3rd day of March, 2016 between the Sacramento City Unified School District, a California public entity existing under the laws of the State of California, referred to as “District”, and Premier Management Group, Inc., referred to as “Consultant” or “Construction Manager.”

RECITALS

WHEREAS, District is in the process of replacing the asphalt paving at its premises located at Luther Burbank High School, 3500 Florin Rd, Sacramento, California; and

WHEREAS, District is in need of Construction Project Management Services in relation to contract bidding, design coordination, construction coordination, expenditures, project completion, interagency coordination, internal communications and other matters as set forth herein; and

WHEREAS, Consultant possesses the necessary skills, experience, knowledge, including knowledge of State and School District requirements such as the Leroy F. Greene Act of 1998-SB-50 and the Education Facilities Bond, Proposition 47, and that required by Government Code section 4529.5, and technical and financial resources to undertake the performance and obligations of the Construction Project Management Services required herein; and

WHEREAS, Consultant is licensed and/or registered as defined in the State of California Government Code section 4525(e); and

WHEREAS, District may contract with any persons for the furnishing to the District of special services and advice as described above pursuant to California Education Code 35160 and 35160.1; and Government Code 53060, and may contract for Construction Project Management Services pursuant to Government Code 4526.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual acts and promises as contained herein, it is agreed by and between the District and Consultant as follows:

1. PROJECT:

Consultant services, as provided herein, are for and limited to all phases of construction and work necessary for the AC Paving Improvement “Project,” to be located at Luther Burbank High School, Sacramento, California. “Project” as used in this Agreement shall include any and all tasks and related activities reasonable and necessary for the construction and completion of the Project including acceptance by District.

This Agreement shall be governed by the laws of the State of California, including as applicable, regulations of the State Allocation Board, State of California Leroy F. Greene Lease-Purchase State Building Funds of 1998-SB50 and the Education Facilities Bond, Proposition 47, and of any other governmental agency with authority pertaining to reimbursement of such funds to the

District, all of which shall be deemed incorporated herein by this reference and the Consultant shall be obligated to comply with the same.

No action or failure to act by the District or any District representative shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall any such action or failure to act constitute approval of, or acquiescence in, a breach thereunder, except as may be specifically agreed in writing.

2. NATURE OF THE WORK:

Consultant has fully familiarized itself with all aspects of the Project and understands and agrees that Consultant shall further the interests of District by furnishing skill and judgment as a provider of Construction Project Management Services, in cooperation with District representatives and, where appropriate, in reliance upon the services of the Project Architect. Consultant agrees to furnish business administration and management services and to perform in an expeditious and economical manner consistent with the interests of District. Consultant shall be responsible, to the extent described in this Agreement, for ensuring that the Project is completed in a competent and professional manner within the District's budget and in accordance with the District's schedule for timely completion of the Project.

Consultant shall perform special services and provide advice on behalf of the District as follows:

- a. Technical advice regarding construction;
- b. Construction coordination, including progress schedules, change orders and problem solving;
- c. Interagency coordination including, but not necessarily limited to, coordination between Consultant and:
 - 1) Architect; and
 - 2) The State of California – Division of the State Architect, "DSA", where appropriate;
- d. Internal communications, including Board reports, internal staff updates and community updates. The Consultant shall develop a communication system to ensure clear communication between the District, the Consultant, the Architect, contractor and other parties involved with the Project. In developing this communication system, the Consultant shall meet with the District, the Architect and others to determine the type of information to be reported, the reporting format and the desired frequency for distribution of the various reports;
- e. Review of building specifications and scope of work, including any and all Project related contractual obligations owed to District by any third party;
- f. Review of all phases and elements of construction for all purposes including the assurance that various construction agreements and elements are properly coordinated, scheduled and assigned in such a way to maximize project efficiency;
- g. General construction management and overseeing of all project construction; and
- h. Provision of superintendency functions on the job site. Consultant shall, promptly, in writing and consistent with its duty of care, recommend to District and relevant employees of the District findings regarding said Project construction and make suggestions thereon.

In addition, Consultant shall perform the following activities:

SCHEMATIC DESIGN PHASE

- a. Construction Manager shall notify District in writing of potential complications, cost overruns, unusual conditions, and general needs that could significantly affect the Project budget and time line. Consultant shall prepare a construction management plan for the Project. The construction management plan shall: (1) provide a preliminary evaluation of the District's schedule, cost and design requirements for the Project; (2) develop an anticipated construction schedule; (3) develop a preliminary cost estimate for each type of work contemplated by the Project; (4) clarify and delineate the Architect's duties, the contractor's responsibilities, the District's responsibilities, the Consultant's responsibilities; and (5) set forth a plan for the administration and coordination of all work on the Project. The plan shall provide for Architect and District review and written acceptance.
- b. Construction Manager shall establish a preliminary construction budget or allowance in the format required by District, or if applicable, by the school construction funding agency identified by District, for written approval by the District. The purpose of the cost estimate is to show probable cost in relation to District's budget. If Construction Manager perceives site considerations, which render the Project expensive or cost prohibitive, Construction Manager shall disclose such conditions in writing to District immediately. Construction Manager shall provide a preliminary written time schedule for the performance of work on the Project. This master schedule shall specify the proposed starting and finishing dates and the dates by which certain construction activities must be complete. The Consultant shall submit the master schedule to the District for written acceptance and update the master schedule, as appropriate or at least on a monthly basis for District's acceptance.
- c. Consultant shall conduct periodic Project meetings attended by the District, Architect and others. Such meetings shall serve as a forum for the exchange of information concerning the Project and the review of design progress. The Consultant shall prepare and distribute minutes of these meetings to the District, Architect, and others in attendance.
- d. Consultant shall assist the District in preparing documents concerning the construction budget for use in obtaining or reporting on Project funding.

DESIGN DEVELOPMENT PHASE

- a. Construction Manager shall provide District an updated estimate of construction costs, containing detail consistent with the design development documents and containing a breakdown based on types of materials and specifications identified in the construction budget. Consultant shall prepare a Project and construction budget based on the separate divisions of the work required for the Project, following the Consultant's review of the Project plans and specifications prepared by the Architect. The Consultant shall review the budget with the District and the Architect and the Consultant shall submit the Project and construction budget to the District for acceptance. The Project and construction budget shall be revised by the Consultant as directed by the District and as necessary to ensure accuracy as changes are made throughout the Project. The proposed Project and construction budget may not be exceeded without prior written approval by District. Consultant shall make recommendations to the District concerning revisions to the Project and construction budget that may result from design changes. Consultant shall prepare and distribute Project cost reports that shall indicate actual or estimated costs compared to the Project and construction budget.
- b. Provide construction feasibility review.
- c. Provide conceptual estimating assistance to Project Manager.

- d. Provide constructability analysis consistent with its experience and qualifications.
- e. Provide scheduling information, including providing and distributing periodic reports that compare actual progress with scheduled progress for this phase of the Project.
- f. Provide cost evaluations of alternative materials and systems.

BIDDING PHASE

- a. Conduct a pre-bid walk with potential bidders, if required by the bidding documents.
- b. Conduct post-bid interview with successful bidder prior to start of work.

CONSTRUCTION PHASE:

The Construction Phase of the Project will commence with the award of the construction contract and will end sixty (60) days after acceptance of the Project by the District, as indicated by recording the Notice of Completion with the Sacramento County Recorder; provided that the Project Manager shall continue to be subject to certain construction phase services of the Consultant, as set forth in this Agreement, which extend beyond the expiration of the set sixty (60) day period.

- a. Provide general project management, including administrative, management, and related services as required to coordinate work of the contractor with any other contractor and with the activities and responsibilities of the Consultant, the District, and the Architect to complete the Project in accordance with the Project's plans and specifications, as well as the District's cost, time, and quality objectives. The Consultant shall be the party to whom all information shall be submitted.
- b. Require and review Master CPM construction schedule. Compare Contractor schedule with the schedule of any other contractor to determine if they result in a coordinated construction schedule. Require updates of schedule monthly. Prepare and distribute periodic reports that compare actual progress with scheduled progress. This evaluation shall serve as data for revision of the construction schedule report that shall be prepared and distributed to the Contractor, the District and the Architect by the Consultant. The construction schedule report shall be periodically updated to show current conditions as the work progresses. The report shall indicate actual progress compared to scheduled progress, and shall serve as the basis for progress payments to the Contractor.
- c. Material procurement consultation and advice, including recommending a schedule for the District's purchase of materials and equipment requiring long lead time procurement. Arrange for delivery and storage, protection and security for District purchased materials, systems and equipment which are part of the Project until such items are incorporated into the Project.
- d. Shop drawings and submittals review in cooperation with the Architect.
- e. Progress payment review, including preparing and distributing the progress payment reports. The reports shall state the total contract price, payment to date, current payment requested, retainage, and amounts owed. A portion of this report shall be a recommendation of payment that shall be signed by the Consultant and delivered to the District for use by the District in making payments to the Contractor.
- f. Recommend necessary or desirable changes to the Architect and the District and provide advice regarding such changes, including potential schedule impacts. Implement change order procedures, review requests for changes, assist in negotiating Contractor's proposals, submit recommendations to the Architect and the District, and if they are accepted, prepare and sign change orders for the Architect's and Contractor's signatures and District

authorization, and maintain logs, files, and other necessary documentation relating thereto. Regarding Contractor change order requests, the Consultant shall review the contents of all Contractor-requested changes to the contract time or price, endeavor to determine the cause of the request, and assemble and evaluate information concerning the request. The Consultant shall provide to the Architect a copy of each change order request, and the Consultant shall, in its evaluations of the Contractor's requests, consider the Architect's comments regarding the proposed changes. The consultant shall periodically prepare and distribute change order reports. The report shall list all District-approved change orders by number, a brief description of the change order work, the cost, and percent of completion of the change order work. The report shall also include similar information for potential change orders of which the Consultant may be aware.

- g. Quality control. Consultant shall establish and implement a program to monitor the quality of the construction. The purpose of the program shall be to assist in guarding the District against work by the Contractor that does not conform to the requirements of the Construction Documents. The Consultant is not authorized to change, revoke, alter, enlarge, relax or release any requirements of the Construction Documents or to approve or accept any portion of the work not conforming to the requirements of the Construction Documents. Communication between the Consultant and Contractor with regard to quality review shall not in any way be construed as binding the Consultant, the Architect, or the District or releasing the Contractor from performing the work in accordance with the Construction Documents. No action taken by the Consultant shall relieve the Contractor of its obligation to perform the work in strict conformity with the requirements of the Construction Documents, and in strict conformity with all other applicable laws, rules and regulations. Consultant shall not be responsible for the failure of the Contractor to carry out work in accordance with the Construction Documents so long as Consultant has used all available means and undertaken good-faith efforts to secure the performance of the Contractor in accordance with the Construction Documents.
- h. Testing and inspection review. Consultant shall assist the District in selecting and retaining the professional services of special consultants and testing laboratories and coordinate their services. The Consultant shall receive a copy of all inspection and testing reports and shall provide a copy of such reports to the Architect.
- i. Agency approval's consultation and advice.
- j. Project close-out consultation and advice. Consultant shall determine, after consulting with District and Architect, when the Project and the Contractor's remaining work consists of punchlist items. In consultation with the Architect, the Consultant shall prepare a list of incomplete work or work which does not conform to the requirements of the Construction Documents. The Consultant shall consult with the Architect and the District and shall determine when the Project and the Contractor's work are completed. The Consultant shall issue a Certificate of Final Completion, and shall provide to the District a written recommendation regarding payment to the Contractor.
- k. Provide occupancy consultation and advice, and in reviewing the Master Project Schedule consider the District's occupancy requirements.
- l. Conduct a pre-construction meeting with all parties, including Contractor.
- m. Participate in periodic meetings with District, Architect and Project Manager to discuss such matters as procedures, progress problems and scheduling.
- n. Conduct weekly coordination meetings with Contractor and distribute meeting minutes. Develop 3-week short internal schedules (SIS) for use in each weekly meeting.
- o. Continuous daily on-site representation to observe Contractor's work for general conformance with the plans and specifications and to confirm work is progressing in accordance with the Construction Documents and Master CPM construction schedule.

- p. Consultant shall demand that Contractor provide recovery schedules where appropriate and recommend appropriate steps to take if Contractor either does not provide such schedules or the schedules are not realistic. Recovery schedules shall reflect the correct action and extraordinary efforts Contractor shall undertake to recapture lost time and shall be distributed to Architect and Project Manager.
- q. Keep records of construction progress and time schedules. Advise Contractor and District of any deviations from the time schedule that could delay timely completion and occupancy of Project. Maintain daily log documenting daily progress by trade and building as well as problems and delays. The daily log will include, but not be limited to, the weather, Contractor's staffing, work accomplished, problems encountered, rejection of material or work and other similar relevant data as the District may require.
- r. Review and respond, in cooperation with the Architect, in a timely manner, to all schedules, submittals, shop drawings, samples, information requests, and other submissions of the Contractor for compliance with design and specifications, and ensure timely and uninterrupted progress of the work.
- s. Make offsite observations of fabricated materials and equipment within a one-hour radius. Observations outside of a sixty-mile radius will be billed on a time and materials basis.
- t. Advise regarding the amounts recommended to satisfy and assess liquidated damages, stop notices or other requirements of the construction contract documents.
- u. Analyze and advise District in cooperation with the Architect as to acceptability of test reports, methods, materials, equipment and systems.
- v. Review and advise District in cooperation with the Architect as to the acceptability of substitutions proposed by the Contractor.
- w. Review materials submitted by Contractor and assemble for and provide to District written warranties, guarantees, owners' manuals, instruction books, diagrams, record drawings ("as-builts"), and any other materials required from the Contractor and subcontractors in accordance with the Construction Documents.
- x. Use best efforts to achieve satisfactory performance from the Contractor. Consultant shall determine, through routine on-site inspections, that the work of the Contractor is being performed in accordance with the requirements of the Construction Documents in order to guard the District against defects and deficiencies in the work.
- y. When appropriate, advise the District and make recommendations to the District for exercising the District's prerogatives, such as giving the Contractor notice to recover progress on the schedule when the schedule goals are in jeopardy due to Contractor failings, withholding payment for cause and other prerogatives when required in an effort to achieve contract compliance.
- z. Determine in general that the work of Contractor is being performed in accordance with the requirements of the Contractor's contract. Use best efforts to protect the District against defects and deficiencies in the work. With Architect and the District, reject work that does not conform to the requirements of the Contractor's contract. Consultant shall consult with the Architect and the District if Contractor requests an interpretation of the meaning or intent of the drawings and specifications, and assist in the resolution of questions which may arise; however, the Architect shall have primary responsibility for the interpretation of Project plans and specifications.
- aa. Maintain on a current basis: a record copy of all contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record documents and revisions which arise out of Contractor's contract or work; shop drawings; product data; samples; submittals; purchases; materials; equipment; applicable handbooks; maintenance and operating manuals and instructions; other related documents and revisions which arise

out of the contract or work. Make all records available to the District. At the completion of the Project, deliver all such records and “as built” plans to the District.

- ab. Construction progress photos/videos.
- ac. Consultant shall assist the District in obtaining approvals and permits from all authorities having jurisdiction over the Project. The Consultant shall also verify that all required permits, bonds, and insurance have been obtained from the Contractor.
- ad. Consultant shall prepare and distribute Project cost reports that shall indicate actual or estimated costs compared to the construction budget.
- ae. Consultant shall be responsible for reviewing Contractor’s safety program.

POST CONSTRUCTION PHASE: Immediately upon the District’s and Architect’s approval of completion of the Project, and in addition to any additional submittals required by the Agreement, collect and submit the following close-out documentation to the District:

- a. Operations and maintenance data for equipment as required by the Contract Documents for the project.
- b. Warranties for equipment put into service.
- c. Tools, spare parts and maintenance materials.
- d. A list of Construction Contractor, Vendors, and Materialmen of every tier providing services, equipment, and/or materials in connection with the Project in a formal, adequately bound, catalogued form, including the names, addresses, telephone numbers and fax numbers of such persons, and shall further include notices as to where pertinent persons can and may be reached for emergency service, including nights, weekends, and holidays.
- e. Final payment consultation and advice.
- f. Change order documentation review, consultation and advice.
- g. Warranty item consultation and advice.
- h. Guarantees consultation and advice.
- j. Filing of as-built documents.
- k. Oversee and coordinate training, demonstrations and commissioning. Consultant shall review the Contractor’s checkout of utilities, operational systems, and equipment or readiness and assist in their initial start-up and testing.
- l. Consultant shall also forward all of its documents and plans to the District upon completion of the Project and ensure all such plans and documents are well organized for any appropriate audit or review of the Project. All documents, daily logs, and any other written work product generated by Consultant shall be deemed the sole and exclusive property of District.

Provide advice to District on apparent deficiencies in construction during all warranty periods following acceptance of Project.

3. DESIGNATED REPRESENTATIVE:

District shall have the right to approve the designated representative of Consultant. Wayne Sjolund shall be the designated representative of Consultant who shall personally provide all services as set forth in this Agreement unless otherwise agreed to by prior written agreement. Should Wayne Sjolund be unable at any time to perform the duties described herein, District shall have the right to approve a new designated representative of Consultant or to terminate this Agreement. District reserves the right to require that any designated representative or representatives of Consultant who proves not to be satisfactory to the District shall be removed upon written notice from the District.

4. PROJECT MANAGER:

District designated Lori Rubenstein as the Construction Manager authorized to act in District's behalf with respect to the Project. Construction Manager shall examine documents and other writings submitted by Consultant and shall render decisions pertaining thereto promptly to avoid unreasonable delays in the progress of Consultant's services.

5. DISTRICT RESPONSIBILITY:

Notwithstanding anything contained herein and to the contrary, it is understood and agreed that District is responsible for:

- a. The District shall provide information regarding the requirements of the Project, including its objectives, constraints and criteria, including space requirements and relationships, flexibility and expendability requirements, special equipment and systems and site requirements.
- b. The District shall provide a budget for the Project, based on consultation with the Architect, which shall include contingencies for bidding, changes during construction and other costs that are the responsibility of the District.
- c. The District shall retain Architect whose services, duties and responsibilities are described in the "Contract for Architectural/Engineering Services, between the District and Architect.
- d. If the District observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Contractor's Contract, the District shall give prompt written notice thereof to Consultant.
- e. The District shall make timely payments for all invoices that have been approved by the District, Architect and Consultant.
- f. The District shall furnish structural, mechanical, electrical, and other laboratory tests, inspections and reports as required by law or the Contractor's contract.

6. PLACE OF WORK:

It is understood that Consultant services shall be rendered largely at the construction site located at 3500 Florin Rd, Sacramento, California and the District offices located at 425 1st Avenue and 5735 47th Avenue, Sacramento, California, but the Consultant will, on request, provide services at such other places as designated by the District.

7. TIME DEVOTED TO WORK:

Consultant shall perform services described in Article 2 above, as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Project, and to avoid any additional costs to District.

In the performance of Consultant's services, the services and the hours the Consultant is to work, on any given day, will be within Consultant's control and District will rely upon Consultant to put in such number of hours as is reasonably necessary to fulfill the spirit and purpose of this Agreement. Generally, the Parties anticipate Consultant will provide services between 7:30 a.m. and 4:30 p.m., unless otherwise coordinated with the Project Manager, 5 days per week until the project is completed. It is understood and agreed that the estimated total number of hours required by Consultant to complete the required services, shall be approximately 160 hours per month, excluding travel time. If additional hours are required in order to complete the Project, such hours may be authorized but only upon prior written agreement of the Parties.

8. PAYMENT:

District shall pay Consultant the total not to exceed Two Hundred Thirteen Thousand, One Hundred Sixty Eight and 62/100 Dollars (\$213,168.62) payable in monthly installments based on the number of hours worked provided Consultant shall have submitted a prior monthly report of time spent on the Project to the District. It is understood and agreed that Consultant's hours may vary from month to month but on average will total approximately 160 hours per month, except upon prior written agreement by the Parties.

District shall pay Consultant in accordance with its usual and customary accounts payable practices and payment cycles. In addition, Consultant shall be reimbursed for all pre-approved, in writing, travel and out-of-pocket expenses incurred on behalf of District while away from Consultant's principle place of business, as defined in Article 6 of this Agreement.

District will reimburse Consultant for all reasonable costs ("Reimbursable Costs") not otherwise anticipated under this Agreement that are necessarily incurred by Consultant in the proper performance of its services under this Agreement. Any Reimbursable Costs shall be subject to the District's prior written approval. Payment of allowable Reimbursable Costs shall be made within thirty (30) days upon receipt and approval of Consultant's invoice(s).

9. TRANSPORTATION:

For transportation by automobile out of the Sacramento area, Consultant shall be reimbursed at the rate of \$.55 per mile.

10. TERM:

The initial term of this Agreement shall commence on March 1, 2016 and shall continue until the Project is completed. It is understood services as provided herein will generally begin one month prior to the start of construction and end, except as otherwise stated herein, 60 days after acceptance by the District of the Project as reflected in the recording of the Notice of Completion. This Agreement may be extended upon mutual agreement of the Parties.

11. TERMINATION:

District may unilaterally terminate this Agreement for any reason, in its absolute discretion, by giving Consultant seven (7) days written notice of termination. This Agreement may also be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform their duties under this Agreement. In the event of early termination, the Consultant shall be compensated for all services satisfactorily performed to the termination date and any services pre-authorized by District in writing to wind up Consultant's services; provided however, District shall not be liable to pay more than the total amount of the Agreement. Upon receipt of a notice of termination, Consultant shall promptly discontinue all services affected, unless the notice directs otherwise.

Upon termination of this Agreement as provided herein, Consultant shall promptly provide and deliver to District all files, notes, writings, documents, and other materials in Consultant's possession or under Consultant's control related to the services Consultant has performed on behalf of the District regarding the Project.

12. RELATIONSHIP BETWEEN THE PARTIES:

The Parties agree and intend that the relationship between them, created by this Agreement, is that of independent contractor. Consultant is not an employee of District, or of Architect, and

is not entitled to the benefits provided by the District to its employees including, but not limited to, group insurance and pensions plans.

In providing the services contemplated by this Agreement, the Consultant shall, on behalf of the District, maintain a professional working relationship with the District, Contractor, and the Architect. The Consultant shall furnish all services in accordance with the standards of the industry for similar public works projects in the State of California and in accordance with all applicable Federal, State and local laws. Nothing contained in this Agreement shall be deemed to create any contractual relationship between the Consultant and the Architect or the Contractor or subcontractors or material suppliers for the Project, 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 Consultant. Consultant will be liable and solely responsible for paying all required taxes and workers' compensation and other obligations, including, but not limited to, federal and state income taxes and social security taxes. Consultant agrees to indemnify, defend and hold the District harmless from any liability which Consultant may incur to the Federal or State governments as a consequence of this Agreement. All payments to the Consultant shall be reported to the Internal Revenue Service.

13. INDEMNIFICATION:

Consultant shall defend, indemnify and hold the District, its board members, officers, agents and employees harmless from any and all claims, costs and liability for any damages, sickness, death, or injury to person(s) or property, including without limitation all consequential damages and attorney's fees and costs, from any cause whatsoever arising directly or indirectly from or connected with the operations or services of Consultant or its agents, employees or subcontractors under this Agreement. Consultant shall reimburse the District for any expenditure the District may make by reason of the matters that are the subject of this indemnification, and if requested by the District, will defend any claims or litigation to which this indemnification provision applies, at the sole cost and expense of Consultant. It is understood and agreed that such indemnification will survive the termination of this Agreement.

14. INSURANCE:

Prior to commencement of and during all times that Consultant is providing services pursuant to this Agreement, Consultant shall, at its sole expense, maintain in full force and effect:

1. Commercial general liability insurance coverage for bodily injury, property damage, and personal injury, with policy limits of not less than \$1,000,000 per occurrence and a general aggregate limit of not less than \$2,000,000. Consultant will also provide a written endorsement to such policy naming District and its officers, employees, and agents as an additional insured, and such endorsement shall also state, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." If such insurance is not kept in force as required herein, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Consultant to the District, or District may deduct the premium from any monies owing to Consultant under this Agreement.
2. Automobile insurance covering claims for damages because of bodily injury or death of any person, or property damage arising out of the ownership, maintenance and/or use of any motor vehicle, with a combined single limit of not less than \$1,000,000 per accident.

3. Errors and omissions insurance covering the services furnished by Consultant pursuant to this Agreement, providing for coverage on per occurrence basis for a minimum of One Million Dollars (\$1,000,000.00). The insurance policy shall not contain a provision providing for any deductible greater than Fifty Thousand Dollars (\$50,000.00). If Construction Manager's errors and omissions insurance is in a claims made form, said insurance shall be carried and continued by Consultant for a period of three (3) years following the date the Notice of Completion is recorded for the Project.
4. Insurance covering claims under worker's compensation, disability benefits and other similar employee benefit acts that are applicable to the work being performed under this Agreement.

Consultant shall provide written evidence of the above insurance coverage in the form of a certificate of insurance to the District prior to commencement of any work under this Agreement. At the District's request, Consultant shall provide a certified copy of each insurance policy.

Insurance industry's standard Accord Certificate of Insurance or binder forms shall bear an endorsement precluding the cancellation or reduction of coverage of any policy covered by such Certificate or binder before the expiration of thirty (30) days after the District shall have received notification of such cancellation, suspension, reduction, or voided coverage.

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

17. WORK STANDARDS:

The conduct and control of the work to be performed by Consultant, under the Agreement, shall lie solely with the Consultant. Consultant shall perform services for the District in accordance with currently approved methods and ethical standards applicable to its professional capacity. Consultant shall be free to practice its profession, for others, during those periods when it is not performing work, under this Agreement, for the District.

18. FURNISHING OF MATERIALS AND EQUIPMENT:

All materials and equipment needed by Consultant to carry out the work to be performed by Consultant, under this Agreement, shall be furnished by Consultant, at its expense, except that District shall be responsible for those items as set forth in Article 5 above.

19. CALLBACKS:

It is understood and agreed that Consultant shall not be responsible for callbacks or other concerns related to implied or expressed workmanship or product liability more than 60 days after Project acceptance by District except as otherwise set forth herein. Notwithstanding anything contained herein to the contrary, Consultant shall be fully responsible for performance of the terms and conditions of this Agreement.

20. RIGHT OF EMPLOYER TO SUPERVISE AND INSPECT:

Consultant, as an independent contractor, shall have the authority to control and direct the performance of the work done under this Agreement. However, the work shall be subject to the District's general right of inspection and supervision including the right of inspection and supervision through District's Project manager and independent inspector to secure the satisfactory completion thereof in accordance with project plans and specifications.

21. LIMITATION ON DELEGATION OF PERSONAL SERVICES BY CONSULTANT:

The work and services provided herein shall be performed by those principals, officers and employees of Consultant mutually agreed to by District in writing.

22. CONFLICT OF INTEREST:

The Consultant shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest.

Consultant 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, Consultant shall not hire any employee of the United States government to perform any service covered by this Agreement.

Consultant affirms to the best of his/her knowledge, there exists no actual or potential conflict of interest between Consultant'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.

23. WRITTEN NOTICE:

All communications regarding this Agreement shall be sent to Consultant at 133 Riverside Ave, Roseville, CA 95678 unless notified to the contrary and to District at Contracts Office, 5735 47th Avenue, Sacramento, 95824 unless notified to the contrary.

Any written notice hereunder shall become effective as of the date of personal service or mailing by registered or certified or overnight mail and shall be deemed sufficiently given if delivered or sent to the addressee at the address stated in this Agreement or such other address as may hereafter be specified by notice in writing.

24. GOVERNING LAW:

This Agreement shall be governed by the laws of the State of California and venue shall be appropriate in the appropriate Superior Court in Sacramento County, California. Consultant shall perform all services hereunder in accordance with all applicable governmental laws, rules and regulations.

25. OTHER PROVISIONS OF LAW:

Each and every provision of law and clause required by law to be inserted shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

26. APPROVAL OR RATIFICATION BY BOARD OF EDUCATION:

This Agreement is not enforceable and is invalid unless and until it is approved and/or ratified by the governing board of the Sacramento City Unified School District, as evidenced by a motion of said board duly passed and adopted, in compliance with the provisions of Education Code section 17604, SCUSD Board Regulation BP-3312 and SCUSD Board Resolution 2427.

27. SUCCESSORS AND ASSIGNS. The District and the Consultant, respectively, bind themselves, their successors, assigns, and legal representatives to the other party to this Agreement, and to the partners, successors, assigns, and legal representatives of such other party with respect to all terms of this Agreement. Consultant shall not assign or transfer any interest in this Agreement without the written consent of District.

28. SEVERABILITY. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

29. AMENDMENTS. This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by both parties.

30. EXECUTION BY FACSIMILE OR IN COUNTERPARTS. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

31. 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.

32. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instruction signed by both the District and Consultant.

**SACRAMENTO CITY
UNIFIED SCHOOL DISTRICT**

PREMIER MANAGEMENT GROUP

By: _____
Gerardo Castillo
Chief Business Officer

By: _____
Wayne Sjolund
President

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 contract. 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 contract. The District has also determined that the employees assigned to work at a school site under this contract 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 immediately so inform the District and 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. Compliance with these conditions, or with the fingerprinting requirements, is a condition of this Agreement, and the District reserves the right to suspend or terminate the Agreement at any time for noncompliance.

Wayne Sjolund, President

Date



SA16-00606, SA16-00613, SA16-00615,
SA16-00616, SA16-00623, SA16-00627
SA16-00632, SA16-00637, SA16-00642
SA16-00644, SA16-00650

**MASTER CONTRACT AGREEMENT BETWEEN
SACRAMENTO UNIFIED SCHOOL DISTRICT
AND
SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER**

**I.
AUTHORIZATION AND GENERAL PROVISIONS**

A. MASTER CONTRACT

This Master Contract ("Master Contract" or "Contract") is entered into this August 17, 2015 between the Sacramento Unified School District (hereinafter referred to as "SCUSD" or the "District") and _____ hereinafter referred to as "CONTRACTOR") for the purpose of providing Supplemental Educational Services (hereinafter referred to as "SES" or "Supplemental Educational Services" and defined in Section (I)(F)(1)) to all eligible SCUSD students whose parent selects CONTRACTOR under the No Child Left Behind (hereinafter referred to as "NCLB") Act. It is understood that this Master Contract does not commit SCUSD to pay for SES provided to any SCUSD student, or CONTRACTOR to provide such Supplemental Educational Services, unless and until an authorized representative of SCUSD's State and Federal Programs Department approves the provision of Supplemental Educational Services by CONTRACTOR.

Upon acceptance of a SCUSD student, CONTRACTOR shall submit to SCUSD in the CAYEN Management System, a completed Student Learning Plan (hereinafter referred to as "SLP") as specified by the State and Federal Programs Department for each SCUSD student served by CONTRACTOR. The original signature page with the parent signature must be submitted by mail or in person to the SCUSD State and Federal Program office (address on page 4). Unless otherwise agreed in writing, this form shall acknowledge CONTRACTOR'S agreement to provide all services specified in the student's SLP.

SCUSD and CONTRACTOR shall also enter into an Individual Services Agreement (hereinafter referred to as "ISA"), attached hereto as Attachment 1, and made a part hereof, that generally describes CONTRACTOR'S program.

B. CERTIFICATION/APPROVAL/WAIVER

CONTRACTOR shall be certified or otherwise approved by the California Department of Education (hereinafter referred to as "CDE") as an SES provider. A copy of CONTRACTOR'S current approved SES Request for Application (RFA) must be provided to SCUSD on or before August 31, 2015, the date determined by the District's State and Federal Programs Department. This Master Contract shall be null and void if such certification or approval expires, or is revoked, rescinded, or otherwise nullified during the Term of this Master Contract.

C. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the Term of this Master Contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations, as well as SCUSD policies and procedures. No modifications can be made to this document by the CONTRACTOR.

D. TERMS OF MASTER CONTRACT

The Term of this Master Contract shall begin upon the approval of the Sacramento City Unified School District Board of Education and end on May 13, 2016. ("Term").

E. INTEGRATION

This Master Contract and all attachments and amendments thereto including the ISA, attached hereto as Attachment 1, each SLP, and the District's policies and procedures constitute the agreement between SCUSD and CONTRACTOR. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties. Notwithstanding the foregoing sentence, SCUSD may modify or amend this Master Contract without CONTRACTOR'S consent to conform to federal and state laws and regulations.

F. DEFINITIONS

The following definitions shall apply for purposes of this Master Contract:

1. The term "**Supplemental Educational Services,**" or "**SES,**" means "additional academic instruction designed to increase the academic achievement of students in low-performing schools." These services may include academic assistance such as tutoring, remediation and other educational interventions, provided that such approaches are consistent with the content and instruction used by the District and are aligned with the State of California academic content standards. Supplemental Educational Services must be provided outside of the regular school day, does not exclude the duty-free lunch or preparation time (refer to SCTA and SCUSD as described in contract sections: SCTA Contract, Article 5.3.1 and Article 5.6.1) Supplemental Educational Services must be high quality, research-based, and specifically designed to increase student academic achievement. [NCLB, Title I, Part A, Section (1116)(e)(12)(C)]
2. The term "**authorized SCUSD representative**" means an SCUSD SES State and Federal Programs Department administrator.
3. The term "**credential**" means a valid teaching credential or permit in single or multiple subjects, special education or student personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
4. The term "**qualified**" means that a person has met federal and state certification, licensing, registration, or other comparable requirements (e.g., professional development, coursework completed, etc.) which apply to the area in which he or she is providing SES,

or, in the absence of such requirements, the state-education-agency-approved or recognized requirements, and adheres to the standards of professional practice established in federal and state law or regulation.

5. The term **"license"** means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section (3001)(r).
6. The term **"parent"** means the natural parent, adoptive parent, parent surrogate, legal guardian, or any other adult granted educational decision-making rights by the natural or adoptive parent, a court of competent jurisdiction, or pursuant to state law.
7. The term **"days"** means calendar days unless otherwise specified.
8. The phrase **"billable day"** means a service day meeting the requirements for payment under this Master Contract.
9. The phrase **"billable day of attendance"** shall have the meaning set forth in Section (III)(E) of this Master Contract.
10. The term **"incentive"** means any free services offered to parents or students in addition to those tutorial hours authorized by the State and Federal Programs Department. Incentives shall be limited to educational materials that support program delivery and shall not exceed \$50.00 per student per fiscal year. The limitation of the \$50.00 value shall not apply to computers or other technical equipment used as the primary instructional tool for the delivery of SES and given to a student after he/she completes the basic program. (As defined in Title 5 of the California Code of Regulations section 13075.9.)

II.

ADMINISTRATION

A. NOTICES

All notices, demands, or other communications given under this Master Contract shall be in writing and shall be deemed to have been duly given as of the date delivered if made by email, personal delivery, or if mailed as of the second business day after mailing by United States mail, postage pre-paid, addressed to the parties whose signatures appear on this document, or to other such address or to such other person as any party hereto shall designate to the other for such purposes in the manner hereinabove set forth. Delivery of such notice, demand, or communication may be made to the below-described addresses, shall be deemed given as of the date(s) of such delivery as provided herein, and shall be served either by United States mail or personal delivery:

All notices provided for by this contract shall be in writing.

Notices emailed or mailed to SCUSD shall be addressed to:

Notices mailed to CONTRACTOR shall be addressed to:

DISTRICT: SCUSD	PROVIDER:
Lisa Hayes Director, State and Federal Programs Department	Name: Tim Haas
Sacramento Unified School District	Company: Club Z! Tutoring
5735 47 th Avenue Box 725	Address: 520 9 th Street, Room 102
Sacramento, CA 95824	City: Sacramento State: CA Zip: 95814
(916) 643-9051	Phone: 916-714-2770
Attn: Director, State and Federal Programs Department ses@scusd.edu	Email: thaas@clubztutoring.com Attn:

B. MAINTENANCE OF RECORDS/CONFIDENTIALITY

1. CONTRACTOR will comply with all federal, state and local laws, rules and regulations regarding personally identifiable information concerning District students, employees and agents over which CONTRACTOR has control or to which CONTRACTOR has access, as well as any other student or District employee data provided or made available to CONTRACTOR in connection with this MASTER Contract (including, without limitation, all applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), the Family Educational Rights and Privacy Act (FERPA) and the Children's Internet Protection Act (CIPA)), and will observe all District security procedures related to the foregoing, as in effect from time to time, including (without limitation) those set forth in SCUSD Board Policies and Administrative Regulations 5125 "Student Records" and 5125.1 "Release of Directory Information."
2. CONTRACTOR shall maintain all records as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to: pupil

records as defined by California Education Code sections 49061(b); registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of services including SLPs; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire and termination; clearance certifications referenced in Section (IV)(A); staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; liability and workers' compensation insurance policies; SES agency certifications; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports (IRS Form 941/CA Form De3Dp); bank statements and canceled checks.

3. All information developed by CONTRACTOR under this Master Contract including without limitation all pupil records and the identity of SCUSD students being served by CONTRACTOR, are confidential. Except as provided in Sections (II)(B)(4) and (II)(B)(7), without prior written consent of an authorized District representative, CONTRACTOR shall neither divulge to, nor discuss with, any third party either the work and services provided hereunder, or any communication or information in connection with such services or work, except as required by law. Prior to any disclosure of such matters, whether as required by law or otherwise, CONTRACTOR shall inform District, in writing, of the nature and reasons for such disclosure. CONTRACTOR shall not use any communications or information obtained from District for any purpose other than the performance of this Master Contract, without District's written consent.
4. CONTRACTOR may disclose to any subcontractor, or other District-approved third parties, any information otherwise subject to Section (II)(B) that is reasonably required for the performance of the subcontractor's work. Prior to any such disclosure, CONTRACTOR shall obtain the subcontractor's written agreement to the requirements of Section (II)(B) and shall provide a copy of such agreement to District.
5. CONTRACTOR represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which is related to this Master Contract or the services provided hereunder without prior written approval of District.
6. CONTRACTOR shall maintain SCUSD pupil records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR'S employees who have access to confidential records. CONTRACTOR shall maintain an access log for each SCUSD student's record that lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the SCUSD student's record.
 - a. Such log may not record access to the SCUSD student's records by: the SCUSD student's parent; an individual to whom written consent has been executed by the

SCUSD student's parent; and employees of SCUSD or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the pupil record. For purposes of this agreement, "employees of SCUSD or CONTRACTOR" do not include subcontractors.

7. CONTRACTOR shall grant access to pupil records, and comply with all requests for copies of pupil records, as required by state and federal laws and regulations.
8. CONTRACTOR'S obligation of confidence under this Section (II)(B) shall survive cancellation, termination, or expiration of this Master Contract.

C. SEVERABILITY CLAUSE

If any provision of this Master Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Master Contract shall be severable and remain in effect.

D. SUCCESSORS IN INTEREST

This Master Contract binds CONTRACTOR'S successors and assignees. CONTRACTOR may not assign nor transfer any duties under this Master Contract without the prior written consent of District.

E. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this Master Contract with venue in Sacramento County, California.

F. TERMINATION FOR CONVENIENCE

1. Notwithstanding any other provision of this Master Contract, SCUSD may, by written notice to the CONTRACTOR, terminate this Master Contract in whole or in part at any time, for SCUSD's convenience with thirty (30) days written notice to CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall:
 - a. Immediately discontinue all services under this Master Contract (unless the notice directs otherwise); and
 - b. Deliver to SCUSD all information and material as may have been involved in the provision of services whether provided by SCUSD or generated by the CONTRACTOR in the performance of this Master Contract, whether completed or in process (unless otherwise directed by SCUSD). Such notice shall be deemed to have been served as of the date delivered if made by personal delivery, or if mailed, as of the date of mailing by United States mail, postage pre-paid.
2. If the termination is for the convenience of District, CONTRACTOR shall submit a final invoice within thirty (30) days of termination, and SCUSD shall pay the CONTRACTOR the sums earned for the services actually performed prior to the effective date of termination and other costs reasonably incurred by CONTRACTOR to implement the termination in accordance with the provisions of this Master Contract.

3. The CONTRACTOR shall not be entitled to anticipatory, lost profits, or consequential damages as a result of any termination under this section. Payment to CONTRACTOR in accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder.

G. TERMINATION FOR DEFAULT

1. SCUSD may, by written notice to the CONTRACTOR, terminate this Master Contract in whole or in part at any time because of the failure of CONTRACTOR to fulfill its contractual obligations and District may, in its sole discretion, provide CONTRACTOR with a 10 day period within which to cure the default. Upon receipt of such notice, the CONTRACTOR shall:
 - a. Immediately discontinue all services under this Master Contract (unless otherwise directed by SCUSD); and
 - b. Deliver to SCUSD all information and material as may have been involved in the provision of services whether provided by SCUSD or generated by CONTRACTOR in the performance of this Master Contract, whether completed or in process (unless otherwise directed by SCUSD). Termination of this Master Contract shall be as of the date of service to CONTRACTOR of such notice. Such notice shall be deemed to have served as of the date delivered if made by personal delivery, or if mailed, as of the second business day after mailing by United States mail, postage pre-paid.
2. If the termination is due to the failure of CONTRACTOR to fulfill its contractual obligations, SCUSD may assume responsibility for the delivery of Supplemental Educational Services, and complete the services by contract or otherwise. CONTRACTOR shall be liable for the reasonable costs and expenses related to the transfer of SCUSD students to another SES provider. The expense of completing the Supplemental Educational Services, or any other costs or damages otherwise resulting from the failure of the CONTRACTOR to fulfill its obligations, will be charged to the CONTRACTOR and will be deducted by the District out of such payments as may be due or may at any time thereafter become due to the CONTRACTOR. If such costs and expenses are in excess of the sum which otherwise would have been payable to the CONTRACTOR, then the CONTRACTOR shall promptly pay the amount of such excess to the SCUSD upon notice of the excess so due.

If terminated for cause, the CONTRACTOR and/or its affiliates may not service DISTRICT students for 2 academic years.

3. If, after the notice of termination for failure to fulfill contract obligations, it is determined that CONTRACTOR has not so failed, the termination shall be deemed to have been effected for the convenience of SCUSD. In such event, adjustment shall be made as provided in Section (II)(F), Termination for Convenience.
4. CONTRACTOR shall not be entitled to anticipatory, lost profits, or consequential damages as a result of any termination under this section. Payment to CONTRACTOR in

accordance with this section shall constitute CONTRACTOR'S exclusive remedy for any termination hereunder. The rights and remedies of SCUSD provided in this section are in addition to any other rights and remedies provided by law or under this Master Contract.

5. If, the CONTRACTOR is terminated by the California Department of Education (CDE) due to non-compliance, it is the responsibility of the CONTRACTOR to notify the District in writing. Any services rendered to the students will not be paid by the district as of the notification date of termination by CDE.

H. TERMINATION FOR CHANGE OF CONTROL

In the event that CONTRACTOR undergoes a change in control where voting or other control of CONTRACTOR is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of CONTRACTOR'S assets are acquired, by any entity (other than an affiliate of CONTRACTOR) to form a new entity, then, at any time SCUSD may terminate this Master Contract by (a) giving CONTRACTOR thirty (30) calendar days' prior written notice and (b) designating a date upon which the termination(s) will be effective.

I. TERMINATION FOR INSOLVENCY

SCUSD may terminate this Master Contract in its entirety if CONTRACTOR (a) becomes insolvent or is unable to meet its debts as they mature, (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors, (c) files an answer or other pleading admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy, arrangement or reorganization, (d) is adjudicated a bankrupt or makes an assignment for the benefit of its creditors generally, (e) applies for, consents to or acquiesces in the appointment of any receiver or trustee for all or a substantial part its property, or (f) any such receiver or trustee is appointed and not discharged within thirty (30) calendar days after the date of such appointment, or (g) files or petitions voluntary or involuntary dissolution.

J. INSURANCE

CONTRACTOR shall, at its sole cost and expense, maintain in full force and effect, during the term of this Master Contract, the following insurance coverage from a California licensed insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorneys' fees) arising out of or in connection with CONTRACTOR'S fulfillment of any of its obligations under this Master Contract:

1. Commercial Form General Liability Insurance, including both bodily injury and property damage, with limits as follows:
 - a. \$1,000,000 per occurrence. Any policy with an aggregate limit shall have a \$1,000,000 aggregate dedicated to this contract or \$3,000,000 general aggregate limits. If CONTRACTOR provides services solely over the Internet or some other means that does not require physical contact between CONTRACTOR'S employees, agents, or subcontractors and SCUSD students, CONTRACTOR shall

maintain at least \$1,000,000 per occurrence and \$1,000,000 general aggregate for all damages arising from each accident or occurrence.

- b. \$100,000 fire damage
 - c. \$5,000 medical expenses
 - d. \$1,000,000 personal and advertising injury
 - e. \$1,000,000/occurrence products/completed operation. Any policy with an aggregate limit shall have a \$1,000,000 aggregate dedicated to this contract or \$3,000,000 general aggregate limits.
2. Business Auto Liability Insurance for owned scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1,000,000 per occurrence (required only if CONTRACTOR and/or its employees have physical contact with SCUSD students or visit District sites).
 3. Workers' Compensation and Employers' Liability Insurance in a form and amount covering CONTRACTOR'S full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.
 - a. Part A – Statutory Limits
 - b. Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers' Liability
 4. Errors and Omissions (Professional Liability) coverage, \$1,000,000 per occurrence/\$1,000,000 aggregate
 5. Not later than the date CONTRACTOR signs this Master Contract, and periodically thereafter upon request, CONTRACTOR shall furnish SCUSD with certificates of insurance and endorsements evidencing coverage specified in Sections (II)(J)(1) through (II)(J)(4) above. Satisfactory evidence of insurance shall be equivalent to the standard insurance company Certificate of Liability Insurance form ACORD 25-S. The certificate of insurance shall include a thirty (30) day non-renewal notice provision. The policies of insurance providing the coverages referred to in Sections (II)(J)(1) and (II)(J)(2) shall name SCUSD and the SCUSD Board of Education as additional insured with respect to any potential tort liability, irrespective of whether such potential liability might be predicated on theories of negligence, strict liability or products liability. Premiums on all insurance policies shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR'S obligations under this contract. Failure to maintain the insurance coverage specified in Section (II)(J)(1) through Section (II)(J)(4) above shall be cause for immediate termination of this Master Contract, and no period to cure shall be required.
 6. If CONTRACTOR is self-insured, CONTRACTOR shall submit to SCUSD a description of the self-insurance plan and excess insurance coverages, evidence that the plan is adequately funded to provide:

- a. At least \$1,000,000 per occurrence and \$3,000,000 general aggregate (or if CONTRACTOR provides services solely over the Internet or some other means that does not require face to face contact between CONTRACTOR'S employees, agents, or subcontractors and SCUSD students, CONTRACTOR shall have at least \$1,000,000 per occurrence and general aggregate for all damages arising from each accident or occurrence) general liability and,
 - b. \$1,000,000 per occurrence and \$1,000,000 general aggregate professional liability coverage for all damages arising from each accident or occurrence.
 - c. A statement by CONTRACTOR's Plan Administrator that written notice of discontinuance or material change in coverage or provision of the plan will be sent to SCUSD at least thirty (30) days before such discontinuance or material change.
 - d. Any deductibles or self-insured retentions shall be declared in writing to SCUSD. SCUSD approval is required for any amounts over \$25,000.
 - e. Upon approval in writing by SCUSD, this self-insurance will satisfy the liability insurance requirement of this Section (II)(J) of this Master Contract.
7. For the provision of transportation services by CONTRACTOR, subject to the written consent of SCUSD and as specified in the ISA, CONTRACTOR shall keep in effect a liability insurance policy providing at least \$5,000,000 per occurrence and \$5,000,000 in aggregate coverage. CONTRACTOR shall ensure that CONTRACTOR'S insurance provider submits written notice of cancellation to SCUSD at least thirty (30) days prior to cancellation or material change in coverage or terms of policy. CONTRACTOR shall provide proof of insurance to SCUSD before the start of transportation services and upon renewal of coverage thereafter. Certificates of insurance are acceptable proof of insurance.
8. In the event that CONTRACTOR enters into subcontracts for the provision of transportation services, the insurance requirements with respect to such subcontractor are set forth in Section (II)(M) of this Master Contract.
9. If SCUSD determines that change in insurance coverage obligations under Section (II)(J) is necessary, SCUSD may reopen negotiations to modify the insurance requirements.

K. INDEMNIFICATION AND HOLD HARMLESS

The CONTRACTOR shall defend, hold harmless and indemnify the SCUSD, its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (collectively, SCUSD Indemnitees) against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by an act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding SCUSD and SCUSD Indemnitees) and from every claim or demand which may be made by reason of:

1. Any injury to person or property sustained by the CONTRACTOR or by any person, firm, or corporation, employed directly or indirectly by them upon or in connection with his performance under the Master Contract, however caused, unless such injury is caused by the negligence or willful misconduct of the District.
2. Any injury to person or property sustained by any person firm or corporation, caused by any act, neglect, default, or omission of the CONTRACTOR or of any person, firm, or corporation, indirectly employed by them upon or in connection with his performance under the Master Contract.
3. Any liability that may arise from the CONTRACTOR or any of its employees, agents or subcontractors furnishing or use of any copyrighted composition, or patented invention, under this Master Contract.

L. INDEPENDENT CONTRACTOR

1. CONTRACTOR shall provide all services under this Master Contract as an independent CONTRACTOR, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between SCUSD and CONTRACTOR. CONTRACTOR shall provide all services under this Master Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Master Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between SCUSD and any individual assigned by CONTRACTOR, upon the prior written consent of SCUSD, to perform any services for SCUSD. If SCUSD is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall defend, indemnify and hold harmless SCUSD from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by SCUSD as a result of that holding.
2. If the CONTRACTOR employs SCUSD employees, CONTRACTOR must ensure that these staff members understand they are working as contractors of CONTRACTOR and must look solely to the CONTRACTOR for background clearance, wages and benefits, if any. If the CONTRACTOR employs SCUSD employees, CONTRACTOR must notify its employees that the CONTRACTOR has the responsibility to receive and process complaints regarding their employment relationships with the CONTRACTOR. The CONTRACTOR must notify the SCUSD employees to review the District Employee Rights Handbook to avoid any conflict of interests. The CONTRACTOR must ensure that SCUSD employees' hours of employment with the CONTRACTOR must be beyond SCUSD contractual hours.

M. SUBCONTRACTING

1. CONTRACTOR shall provide written notification to SCUSD before subcontracting for SES pursuant to this Master Contract. CONTRACTOR shall subcontract only with SES providers that have received state certification or approval or independent contractors paid under IRS 1099 rules and only after receiving SCUSD's prior written consent. CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of SES for SCUSD students, CONTRACTOR shall ensure that such subcontract shall require the subcontractor to keep in effect appropriate policies of liability insurance including, but not limited to, general liability, professional liability, and automobile liability policies acceptable to SCUSD with the limits specified in Section (II)(J). CONTRACTOR shall ensure that such subcontract shall require the subcontractor's insurance provider to submit written notice of cancellation to SCUSD at least thirty (30) days prior to cancellation or material change in coverage or terms of policy.
2. If CONTRACTOR hires independent contractors paid under IRS 1099 rules to perform services under this Master Contract, CONTRACTOR must demonstrate compliance with the insurance requirements of Section (II)(J) with respect to each such independent contractor by either:
 - a. Covering each such independent contractor under CONTRACTOR'S own insurance, as evidenced by submitting complete copies of all relevant insurance policies of CONTRACTOR; or
 - b. Submitting insurance certificates evidencing that each such independent contractor has its own insurance with coverage that complies with the insurance requirements of Section (II)(J).
3. If CONTRACTOR enters into subcontracts for the provision of transportation services, subject to the written consent of SCUSD and as specified in the ISA, CONTRACTOR shall ensure that such subcontract requires the subcontractor to keep in effect a liability insurance policy providing at least \$5,000,000 per occurrence and \$5,000,000 in aggregate coverage. CONTRACTOR shall ensure that such subcontract shall require the subCONTRACTOR'S insurance provider to submit written notice of cancellation to SCUSD at least thirty (30) days prior to cancellation or material change in coverage or terms of policy. CONTRACTOR shall ensure that such subcontract shall require the transportation subcontractor to provide proof of insurance to SCUSD before the start of transportation services and upon renewal of coverage thereafter. Certificates of insurance are acceptable proof of insurance. CONTRACTOR shall ensure that such subcontract shall require the transportation subcontractor to provide copies of its insurance policies upon request of SCUSD.
4. If CONTRACTOR hires independent contractors paid under IRS 1099 rules to perform services under this Master Contract, independent contractors shall adhere to MONITORING (expectations/rules/procedures) set forth in Section (II)(K) of this Master Contract.

5. Failure of the CONTRACTOR to require its subcontractor(s) to obtain and maintain the same minimum limits and coverages and to provide the required certificates, endorsements and policies as described in Section (II)(J) shall also constitute a material breach of, and may result in, termination of the Master Contract.

N. CONFLICTS OF INTEREST & CODE OF ETHICS

1. CONTRACTOR shall provide to SCUSD a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall avoid any relationship with SCUSD that constitutes or may constitute a conflict of interest.
2. CONTRACTOR represents that CONTRACTOR has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Master Contract and that no person having any such interest shall be subcontracted in connection with this agreement, or employed by CONTRACTOR. CONTRACTOR shall not conduct or solicit any non-District business while on District property or time.
3. CONTRACTOR will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the District prior to entering into this agreement any and all circumstances existing at such time which pose a potential conflict of interest.
4. CONTRACTOR warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of District any cash or non-cash gratuity or payment with view toward securing any business from District or influencing such person with respect to the conditions, or performance of any contracts with or orders from District, including without limitation this Master Contract. Any breach of this warranty shall be a material breach of each and every contract between District and CONTRACTOR.
5. Should a conflict of interest issue arise, CONTRACTOR agrees to fully cooperate in any inquiry and to provide the District with all documents or other information reasonably necessary to enable the District to determine whether or not a conflict of interest existed or exists.
6. CONTRACTOR shall comply with the Code of Ethics described in Attachment 6. Failure to comply with the provision of this section or Attachment 6 shall constitute grounds for immediate termination of this agreement, in addition to whatever other remedies the District may have.

O. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate in the performance of any activities pursuant to this Master Contract on the basis of race, creed, color, national origin, religion, sex, sexual orientation, handicap, age,

veteran's status, medical condition, physical or mental disability, marital status or citizenship, or any other characteristic protected by law.

P. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of SCUSD students with appropriate information including complaint forms. Parents may use the Uniform Complaint Procedures found on the SCUSD website to file a complaint.

III. EDUCATIONAL PROGRAM

A. APPROPRIATE EDUCATIONAL SERVICES

All instruction provided by CONTRACTOR shall be secular, neutral, and non-ideological. Unless otherwise agreed between CONTRACTOR and SCUSD, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, assessments, and/or facilities for SCUSD students, as specified in the SCUSD student's SLP and the ISA. CONTRACTOR shall make no charge of any kind to parents for SES as specified in the SCUSD student's SLP (including, but not limited to, screenings, SCUSD-designated and other assessments, or interviews that occur prior to or as a condition of the SCUSD student's enrollment under the terms of this Master Contract).

B. STUDENT LEARNING PLAN (SLP)

1. Upon receipt of valid SES application documents, CONTRACTOR is required to contact students' parent/guardian to schedule the initial student assessment within 2 weeks. Contractor shall develop an SLP for each SCUSD student to whom CONTRACTOR is to provide SES services **by January 11, 2016**. Failure to complete the SLP with this period may result in a change of student assignment. An SLP shall only be prepared for SCUSD students enrolled in CONTRACTOR'S program with the approval of the State and Federal Programs Department and submitted through the Cayen SES Management Program. A completed and SLP must be signed by student's parent/guardian and submitted and approved by SCUSD for each student **before** tutoring can begin for that student. The SLP form developed by Cayen Systems may not be altered, revised or substituted.
2. Any and all changes to an SCUSD student's educational program shall be made solely on the basis of a revision to the SCUSD student's SLP. At any time during the Term of this Master Contract, an SCUSD student's parent or SCUSD may request a review of an SCUSD student's SLP.

C. GENERAL PROGRAM OF INSTRUCTION

CONTRACTOR'S general program of instruction shall be described in writing within the ISA and approved by SCUSD and shall be a part of this Master Contract. CONTRACTOR'S general program of instruction shall be consistent with SCUSD and State of California standards, as well as the description of SES for which CONTRACTOR obtained CDE approval.

D. INSTRUCTIONAL MINUTES

The total number of instructional minutes per day provided by CONTRACTOR shall be specified on the ISA and on each SCUSD student's SLP, Progress/Attendance Report and all instruction shall be provided outside of the normal school day.

E. BILLABLE DAYS OF ATTENDANCE

CONTRACTOR shall provide services as specified in the ISA and the SCUSD student's SLP. CONTRACTOR shall bill only for services provided on billable days of attendance as included in the ISA and the SCUSD student's SLP. CONTRACTOR may only invoice for a minimum of 1 hour and a maximum of 2 hours per session. **The first bill for services provided must be received by SCUSD, no later than February 29, 2016 and the last bill must be submitted to SCUSD by June 29, 2016. Invoices must be submitted on a monthly basis and be received by District within 30 days of the month for which the service invoice applies**

F. SCUSD STUDENT PROGRESS/ATTENDANCE REPORTS AND ASSESSMENTS

1. CONTRACTOR shall provide to parents, school and the State and Federal Programs Department written progress/attendance reports pursuant to the requirements specified by the State and Federal Programs Department and as described on the ISA. A copy of the progress/attendance reports shall be maintained at the CONTRACTOR'S place of business and made available upon request of SCUSD and/or the SCUSD student's parent.
2. CONTRACTOR shall administer pre-test assessments at the beginning of service to each SCUSD student by January 11, 2016 as set forth in Section III.B above, and administer post-test assessments to each SCUSD student before the end of the term of the relevant student's SLP. CONTRACTOR shall not charge the SCUSD student's parent or SCUSD for the provision of progress/attendance reports, and/or any assessments including the pre/post-test assessments, any interviews, or meetings. CONTRACTOR shall be responsible for purchase of the assessment tools necessary to comply with the above. CONTRACTOR shall provide SCUSD with sample pre- and post-test assessments no later than the date that CONTRACTOR signs this Master Contract.

G. SCUSD STUDENT CHANGE OF ENROLLMENT

If an SCUSD student changes enrollment to a school outside of SCUSD's service boundaries or an SCUSD school whose students are not eligible for SES under the NCLB Act, SCUSD shall not be responsible for the costs of services delivered after the SCUSD student's change of enrollment.

H. WITHDRAWAL OR DISMISSAL OF SCUSD STUDENT FROM PROGRAM

CONTRACTOR shall immediately report to the State and Federal Programs Department when a parent of an SCUSD student has requested a withdrawal from services with stated reasons, or an SCUSD student is dismissed from services for nonuse, or lack of attendance for ten (10) consecutive billable days.

CONTRACTOR must follow the policies and procedures described in Attachment 10 when unable to contact the parent/guardian to schedule an appointment. CONTRACTOR shall submit a written statement for all withdrawal or dismissal of SCUSD student from the program, in addition to the Attachment 11.

I. PARENT ACCESS

CONTRACTOR shall provide reasonable parental access to SCUSD students and all facilities including, but not limited to, the instructional setting, recreational activity areas, and meeting rooms. CONTRACTOR shall comply with any known court orders regarding parental visits and access to SCUSD students.

J. SERVICES AND SUPERVISION ON PUBLIC SCHOOL CAMPUSES

1. A CONTRACTOR that desires to use SCUSD facilities must submit a SES Facility Use Application to the State and Federal Programs Department. *All Facilities Use Permit requests will be reviewed by the State and Federal Programs Department before approval is granted. Upon approval of the Facilities Use Permit, monthly usage fees will need to be paid at the beginning of each month by the provider. Invoices will be sent to the providers from the Facility Use Department.*
2. If CONTRACTOR is permitted access to public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 *et. seq.*, and shall comply with all SCUSD procedures regarding visitors to school campuses specified by the SCUSD, as well as the procedures of the campus being visited.

K. SUPPLIES AND EQUIPMENT

CONTRACTOR shall be solely responsible for the provision of all appropriate supplies, equipment, assessments, and facilities for a pupil as required in his/her SLP.

L. MONITORING

1. CONTRACTOR shall allow access by SCUSD to its facilities for periodic monitoring of each SCUSD student's instructional program and shall invite SCUSD to participate in the review of each student's progress. SCUSD shall have access to observe each SCUSD student at work, observe the instructional setting, interview CONTRACTOR, and review each SCUSD student's records and progress, including records related to applications, SLP's and attendance. Such access may include unannounced monitoring visits. When making site visits, SCUSD shall initially report to CONTRACTOR'S site administrative office. CONTRACTORS who provide on-line Internet tutorial services, before services are provided under this Master Contract, shall provide to SCUSD all website addresses, passwords, and any other information necessary to permit SCUSD to access CONTRACTOR'S online services.
2. CONTRACTOR shall participate in person for an annual review process as deemed appropriate by SCUSD. This review will include, but is not limited to, programmatic

aspects, compliance with relevant state and federal regulations, assessments of SCUSD students, SCUSD student achievement growth, and Master Contract compliance.

3. CONTRACTOR shall participate in any reviews, including without limitation, selfreviews as required by law.
4. CONTRACTOR understands that SCUSD reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of attendance, including verification of required signatures of attendance and sign in/out documents; health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.
5. CONTRACTOR shall ensure that the on-the-job performance of all personnel is regularly monitored.

IV. PERSONNEL

A. CLEARANCE REQUIREMENTS

1. CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, and 35021.2, including, but not limited to: obtaining clearance from the California Department of Justice (hereinafter referred to as "CDOJ") and tuberculosis ("TB") clearance for CONTRACTOR'S employees, volunteers, and independent contractors prior to providing service to any SCUSD student, unless CONTRACTOR determines that the employees, volunteers, and independent contractors will not be onsite and thus unable to have contact with SCUSD students. Such CDOJ and FBI clearance shall include a determination that any such person has not been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite such person's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2 with respect to each such person. CONTRACTOR shall certify in writing to SCUSD that CONTRACTOR has at all times complied with this section of the Master Contract. CONTRACTORS employing or staffing current SCUSD or other school district's employees must obtain clearance from the CDOJ verified with CONTRACTOR'S ORI (Originating Reporting Agency Identification) number.
2. CONTRACTORS with employees who are residents of other states in the United States shall comply with the above identified statutory requirements by obtaining criminal record histories for their employees through the employee's state of residence equivalent to the CDOJ including subsequent arrest information or by obtaining annual FBI criminal records histories for their employees.
3. If CONTRACTOR'S services, as specified in the ISA, are limited to online services, contact with SCUSD students shall also include electronic contact, and CONTRACTOR shall comply with the requirements for CDOJ and FBI clearance described in this section. In

such cases, employees having electronic or telephone contact only with any SCUSD student shall not be required to obtain TB clearance.

4. Administrative staff for CONTRACTOR not in contact with students but having access to confidential student information shall comply with the requirements for CDOJ clearance described in this section. In such cases, employees only having access to any confidential SCUSD student information shall not be required to obtain TB clearance.
5. Obtaining clearance for tuberculosis (TB). CONTRACTOR shall certify in writing by completing Attachment 5 to this Master Contract, that CONTRACTOR'S employees and volunteers and subcontractors have received clearance for TB.
6. Representatives for CONTRACTOR attending the Provider Fair where students may be attending, shall comply with all of the clearance requirements described herein.
7. Clearance certifications shall be uploaded to the Provider Documents section in CAYEN for access by State and Federal Programs Department pursuant to its requirements.
8. The CONTRACTOR shall provide each tutor, site director, and any other employee(s) in contact with SCUSD students with an identification badge that exhibits the CONTRACTOR'S company name, employee name, and a picture of the employee.

B. STAFF QUALIFICATIONS

1. CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom, on-line, home, and/or individualized instruction or related services are qualified in the area in which the individuals are providing Supplemental Educational Services.
2. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. CONTRACTOR shall deliver designated instruction and services utilizing personnel who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service, or are otherwise qualified and trained to provide the service.

C. VERIFICATION OF LICENSES, CREDENTIALS, AND OTHER DOCUMENTS

1. Before the start of service, CONTRACTOR shall enter into the CAYEN system for access by SCUSD, a staff list, and all current licenses, credentials, permits and/or other documents (e.g., proof of professional development or coursework completed, etc.) which entitle the holder to provide Supplemental Educational Services held by individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide Services under this Master Contract. CONTRACTOR shall ensure that all credentials are on file at the office of the County Superintendent of Schools. CONTRACTOR shall, in a manner specified by the State and Federal Programs Department, notify SCUSD each

month with the submission of the invoices when personnel changes occur which may affect the provision of Supplemental Educational Services to SCUSD students.

2. CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired or utilized by CONTRACTOR to provide Services under this Master Contract. CONTRACTOR shall provide to SCUSD updated information regarding the status of licenses, credentials, permits and/or other documents each month during the Term of this Master Contract.

D. STAFF ABSENCES

1. If CONTRACTOR'S service provider is absent, CONTRACTOR shall provide a qualified substitute, as defined in Section (I)(F)(4) of this Master Contract and as determined by SCUSD. SCUSD will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider.
2. The CONTRACTOR shall notify the student's parent regarding staff absences and provision of "make-up" services by a qualified service provider.
3. The CONTRACTOR shall notify its employees who are SCUSD employees that an absence from their regular duties for SCUSD work prohibits them from working for a CONTRACTOR on that same day of absence if the absence was for illness.

V.

HEALTH AND SAFETY MANDATES

A. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, and ordinances, and SCUSD policies and procedures regarding student health and safety.

B. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide Supplemental Educational Services to SCUSD students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR'S facilities as required to comply with applicable federal, state, and local laws, regulations, and ordinances. CONTRACTOR may only provide SES at facilities or locations outlined in the ISA; any changes to such facilities or locations require the prior written consent of SCUSD's State and Federal Programs Department administrator. Use of SCUSD facilities require a submitted and

approved Facilities Use Permit from the SCUSD Civic Permits office. Fees for facilities use may be required.

C. TRANSPORTATION

CONTRACTOR shall neither provide transportation nor subcontract for transportation services for SCUSD students unless SCUSD and CONTRACTOR agree otherwise in writing, as specified in the ISA. If agreed, in the event CONTRACTOR provides transportation services CONTRACTOR will keep in effect appropriate policies of liability insurance with the limits specified in Section (II)(J) or enters into a subcontract for the provision of transportation services, such subcontract shall require the subcontractor to keep in effect appropriate policies of liability insurance with the limits specified in Section (II)(M).

D. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves an SCUSD student that is required to take prescription and/or over-the-counter medication during the session. CONTRACTOR shall maintain a written log for each SCUSD student to whom medication is administered. Such written log shall specify the SCUSD student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR'S employee who administered the medication.

E. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, by mail, any accident or incident report relating to SCUSD students to the State and Federal Programs Department. CONTRACTOR shall submit accident or incident reports pursuant to the procedures specified by the State and Federal Programs Department.

F. CHILD ABUSE REPORTING

CONTRACTOR must develop and maintain a written child abuse reporting procedure. CONTRACTOR hereby agrees that all staff members, including volunteers, are familiar with, and agree to adhere to child abuse reporting obligations and procedures as specified in California Penal Code section 11166. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the State and Federal Programs Department.

G. REPORTING OF MISSING CHILDREN

CONTRACTOR assures SCUSD that all staff members, including volunteers, are familiar with, and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the State and Federal Programs Department. CONTRACTOR must develop and maintain a written missing children reporting procedure.

VI. DOCUMENTATION AND TRAINING

A. REQUIRED DOCUMENTS, FORMS, AND ATTACHMENTS

1. CONTRACTOR agrees to utilize the SES documents and forms developed by SCUSD and CAYEN systems without modifications, including but not limited to: obtaining the list of students whose parent/guardian(s) have selected CONTRACTOR as their SES provider; creating student activity rosters and sign-in/out sheets; tracking attendance; creating invoices for reimbursement of services; creating SLPs; recording pre- and post-assessments; reporting student progress; recording student notes; and requesting student withdrawals. If any modifications are made to the SCUSD documents and forms, delays for invoice payments or termination by default may be applied.
2. CONTRACTOR shall provide its own computer(s) when necessary to complete the required SES documents and forms, as District will not provide computer(s) to CONTRACTOR.
3. Attachments 1 through 5 are hereby incorporated by reference and are deemed a part of this Master Contract:

Attachment 1 – Individual Services Agreement

Attachment 2 – Certification of Compliance with Enrollment Procedures

Attachment 3 – Certificate of Compliance with SES Provider Fair Procedures

Attachment 4 – Certification of Compliance with District Ethics and Professional Conduct Standards

Attachment 5 – Personnel Criminal Background, Tuberculosis Clearance, and Originating Reporting Agency Identifier (ORI) Code Statement

4. The following documents are included in the on-line CAYEN SES Management System and are deemed a part of the Master Contract:
 - Pre & Post Student Assessment Information and Data
 - Staff Information, Educational Background, Background Check
 - Student Learning Plan
 - Attendance Reports
 - Student Roster, Tutoring Schedule, Tutoring Location
 - Student Assessment & Progress Reports
 - Parent Contact Log
 - Invoices

B. TRAINING SESSIONS

CONTRACTOR shall attend any training sessions hosted by SCUSD on the date and at the time training is scheduled, at CONTRACTOR'S expense. Attendance is highly recommended at technical assistance sessions scheduled during the duration of the contact year, though optional.

VII. FINANCIAL

A. ENROLLMENT, CONTRACTING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

1. CONTRACTOR shall comply with all procedures concerning enrollment, contracting, attendance reporting, and billing as specified by the State and Federal Programs Department.
 - a. CONTRACTOR and its representatives may distribute and collect SES enrollment forms only between October 23, 2015 and October 25, 2015. No part of the enrollment form can be altered. All provider collected enrollment forms must be submitted to the State and Federal Office by 4:00pm, Monday, October 26, 2015.
 - b. CONTRACTOR and its representatives shall not enter any SCUSD campus, SCUSD sponsored activity, or contact school employees for SES recruitment purposes at any time except when participating in a SCUSD hosted SES Provider Fair.
 - c. If CONTRACTOR is not able to commence services to students on its list within thirty (30) days of receiving their student list, then SCUSD may reassign students not being serviced to another provider.
2. CONTRACTOR shall maintain separate registers that describe the services provided for each SCUSD student. Original attendance forms (i.e., daily service logs and notes) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by SCUSD during the Term of this Master Contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that are the basis of services being billed for payment. CONTRACTOR must begin providing service to students according to the terms and as of the date specified in the ISA, and must provide at least 80% of their services to 90% of the enrolled students by May 13th, 2016. CONTRACTOR must begin providing service to ALL students by the date that allows each student sufficient time to receive the total number of hours of service to be provided to each students as indicated in the SLP unless otherwise agreed to in writing between the CONTRACTOR and the SCUSD. **The first bill for services provided must be received by SCUSD, no later than February 29, 2016.** All services for the students by the CONTRACTOR shall end by May 15, 2015. Under, special circumstances, if there is a need to extend the service period beyond May 15, 2015, the CONTRACTOR shall submit a written request for extension of the service period to SCUSD, and upon written approval by SCUSD, the service may continue. Final invoices shall be submitted to SCUSD by June 29, 2016.
3. CONTRACTOR shall receive compensation only for sessions attended by qualified SCUSD students whose names have been provided to CONTRACTOR by the State and Federal Programs Department and for SES actually provided to SCUSD students. CONTRACTOR shall not receive compensation for SCUSD student absences. CONTRACTOR shall submit invoices and related documents to SCUSD for CAYEN systems for payment, **each calendar month** that education or related services were provided. Invoices and related documents shall be submitted on a form and in the manner prescribed by SCUSD in the State and Federal Programs Department. Invoices shall be

submitted **no later than thirty (30) days** after the end of the attendance accounting period in which the services were rendered. Students withdrawn from a CONTRACTOR'S SES Program must have all attendance entered within **seven (7) days** and invoices submitted within thirty (30) days of the withdrawal approval date. SCUSD shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at the rate specified on the ISA. Payment shall be made within **forty-five (45) days** after SCUSD receipt of an invoice prepared and submitted as specified by the State and Federal Programs Department. CONTRACTOR shall correct any discrepancy and resubmit invoices no later than thirty (30) days after the invoice is returned by SCUSD. SCUSD shall pay properly resubmitted invoices no later than forty-five (45) days after the date a completely corrected invoice is received by SCUSD.

4. SCUSD is not obligated to pay for unsatisfactory services, provided that SCUSD shall give the CONTRACTOR at least 30 days written notice of its dissatisfaction and offer the CONTRACTOR the opportunity to improve. If the CONTRACTOR alters its service to SCUSD's satisfaction within that 30-day period, there will be no interruption in payment. SCUSD's SES Observation/Monitoring tool will be utilized to monitor implementation and progress of the services.

B. ASSIGNMENT/FINANCING

The CONTRACTOR shall not assign this Master Contract, or assign any of its rights hereunder, and shall not delegate any of its obligations hereunder, in whole or in part, without the prior written consent of the District, which may be granted or withheld in the District's sole and absolute discretion. Without limiting the generality of the foregoing, the CONTRACTOR shall not place any burden or lien, and shall not factor, or otherwise encumber any right to receive payment hereunder. Assignment of this Master Contract by operation of law or the merger or acquisition of CONTRACTOR shall be deemed to be an assignment requiring the consent of the District. Any assignment in contravention of this section shall be void and no assignment shall relieve the assignor of any obligations under this Master Contract.

C. RIGHT TO WITHHOLD PAYMENT

1. SCUSD may withhold payment to CONTRACTOR when:
 - a. CONTRACTOR has failed to perform, in whole or in part, any of the terms of this Master Contract, ISA, and/or SLP;
 - b. CONTRACTOR was overpaid by SCUSD as determined by inspection, review, and/or audit of CONTRACTOR'S program, work, and/or records;
 - c. Education and/or related services were provided to SCUSD students by personnel who are not appropriately identified to SCUSD as credentialed, licensed, or otherwise qualified;
 - d. SCUSD has not received prior to the end of the Master Contract Term, all documents concerning one or more SCUSD students enrolled in CONTRACTOR'S educational program; and/or

- e. CONTRACTOR receives payment from another agency or funding source for a service provided to a SCUSD student.
2. If the basis for the withholding is section (VII)(C)(1)(d) above, SCUSD may only withhold the proportionate amount of the invoice related to that pupil for the time period after the violation occurred and until it is cured.
3. If the basis for the withholding is Section (VII)(C)(1)(a) and/or Section (VII)(C)(1)(b) above, SCUSD may only withhold the value of the service CONTRACTOR failed to perform or the amount of any overpayment.
4. If the basis for the withholding is Section (VII)(C)(1)(c) above, SCUSD may only withhold payment for services provided by the applicable individual.
5. If the basis for the withholding is Section (VII)(C)(1)(e) above, SCUSD may only withhold the amount paid to CONTRACTOR by the agency or funding source for the service provided to the SCUSD student.
6. If SCUSD determines that cause exists to withhold payment to CONTRACTOR, SCUSD shall, within fifteen (15) days of this determination, provide CONTRACTOR written notice that SCUSD is withholding payment. The notice shall describe the reasons for the withholding. Such notice shall specify the basis or bases for SCUSD's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the discrepancy that form the basis for SCUSD's withholding payment or submit a written request for extension to correct the discrepancy. Upon receipt of CONTRACTOR'S written request showing good cause, SCUSD shall extend CONTRACTOR'S time to correct discrepancy (usually an additional thirty [30] days), otherwise payment will be denied.

D. PAYMENT FOR ABSENCES

1. STUDENT ABSENCE: SCUSD shall not be responsible for the payment of services when a student is absent.

E. INCENTIVES

1. CONTRACTOR shall not provide any up-front incentive valued at over \$2.00 per student to parents or students to encourage enrollment in CONTRACTOR'S program or to encourage any other student or parent to enroll in CONTRACTOR'S program. Acceptable items are pencils, pens, magnets, etc. In any marketing information or other explanation, either verbally or in writing, and in the delivery of services, CONTRACTOR may not offer to parents and/or students incentives valued at more than \$5.00 each or \$50.00 in the aggregate per student as achievement and/or attendance incentives once the student has enrolled in CONTRACTOR'S program.

2. CONTRACTOR'S policy as to how students earn achievement and/or attendance incentives and the specific incentives with their specific costs must be fully explained in the ISA.
4. CONTRACTOR may not offer any incentive/payment of any amount to any SCUSD personnel for assisting CONTRACTOR in the recruitment of parents and/or students to enroll in CONTRACTOR'S program.

F. BUDGET REDUCTIONS

In the event that during the Term of this Master Contract, the State of California Department of Education or the Board of Education of the District fails to appropriate sufficient funds to fund the Master Contract, reduces or terminates funding with respect to the relevant program, or otherwise directs budget cutbacks, District may either (a) terminate the Master Contract, without further liability to District, or (b) propose an amendment to the Contract for a reduced scope of Services and/or at a lower price, which may be retroactive to the beginning of the term hereof. Any such amendment shall require the mutual agreement of the parties. Further, if the Board of Education suspends payments to contractors due to budget cutbacks by the State of California, District shall have the option to suspend performance of the Master Contract and suspend payments to the CONTRACTOR until the State of California rescinds the suspension. In any event, the Contractor shall be paid in accordance with the Master Contract for Services performed through the date of termination, amendment (as more particularly set forth in the amendment) or suspension of payments. In no event shall the District be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits arising out of or in connection with any termination, amendment or suspension of payments pursuant to this Section.

G. INSPECTION AND AUDIT

1. CONTRACTOR shall maintain and SCUSD shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Master Contract.
2. CONTRACTOR shall provide access to all records including, but not limited to: pupil records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes and other documents, including SLPs, used to record provision of services; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, social security numbers, clearance documentation specified in Section (IV)(A); dates of hire and termination; staff timesheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; tutoring schedules; liability and workers' compensation insurance policies; certifications; statements of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; federal/state payroll quarterly reports (Form 941/DE3DP); bank statements and canceled checks. Such access may include unannounced inspections by SCUSD. CONTRACTOR shall make available to SCUSD all budgetary information including operating budgets submitted by CONTRACTOR to SCUSD for the relevant contract period being audited.

3. CONTRACTOR shall make said evidence/documents available at SCUSD or CONTRACTOR'S office (to be specified by SCUSD) at all reasonable times and without charge. Said evidence/documents shall be provided to SCUSD within five (5) days of receipt of a written request from SCUSD. CONTRACTOR shall, at no cost to SCUSD, provide assistance in such examination or audit. SCUSD's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any evidence/document is stored in electronic form, it shall be provided in a format that is accessible and readable by current software utilized by SCUSD.
5. CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to SCUSD upon request.
6. If an inspection, review, or audit by SCUSD, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes SCUSD monies as a result of CONTRACTOR'S over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, SCUSD shall provide CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and SCUSD otherwise agree in writing, CONTRACTOR shall pay SCUSD the full amount owed. CONTRACTOR shall make such payment to SCUSD within thirty (30) days of receipt of written demand for payment.

**H. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD
(34 C.F.R. 85)**

1. By signing this document, the CONTRACTOR certifies that it and its principals: and/or subcontractors
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - b. Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in section (VII)(H)(2)(b) above; and
 - d. Have not within a three-year period preceding this contract had one or more public transactions (federal, state, or local) terminated for cause or default.

I. BOARD APPROVAL

The parties understand that this Agreement is subject to and contingent upon approval by SCUSD's Board of Education.

J. MODIFICATIONS AND AMENDMENTS

This Master Contract may be modified or amended only by a written document signed by authorized representatives of both parties. No change in this Master Contract or in the ISA shall result in SCUSD's financial obligation to CONTRACTOR in excess of the State/Federal reimbursement rate per student per year to the SCUSD.

K. NOTICES

Notices required under this Master Contract shall be valid when mailed first class postage or personally delivered to the following representatives, as indicated below:

For the LEA:

Sacramento City Unified School District
5735 47th Avenue, Box 725
Sacramento, CA 95824
Attn: State and Federal Programs Department

For PROVIDER:

Name / Title: _____
Address: _____
City/St./Zip: _____

CONTRACTOR	LEA
<p data-bbox="224 1612 748 1648">Supplemental Educational Services Provider</p> <p data-bbox="180 1703 220 1738">By:</p> <p data-bbox="261 1772 805 1808"><u>Signature</u> (Blue or Black Ink)</p> <p data-bbox="277 1850 805 1879">Date: _____</p>	<p data-bbox="971 1572 1430 1608">Sacramento City Unified School District</p> <p data-bbox="894 1703 935 1738">By:</p> <p data-bbox="938 1772 1495 1808">Gerardo Castillo, Chief Business Officer</p> <p data-bbox="971 1850 1495 1879">Date: _____</p>

<p>Print Name and Title of Authorized Representative</p>	<p>Gerardo Castillo Director III, Budget Services</p>
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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 8.1b

Meeting Date: March 3, 2016

Subject: Approve Personnel Transactions

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

Division: Human Resources Services

Recommendation: Approve Personnel Transactions

Background/Rationale: N/A

Financial Considerations: N/A

LCAP Goal(s): Safe, Clean and Healthy Schools

Documents Attached:

1. Certificated Personnel Transactions Dated March 03, 2016
2. Classified Personnel Transactions Dated March 03, 2016

<p><u>Estimated Time of Presentation:</u> N/A <u>Submitted by:</u> Cancy McArn, Chief Human Resources Officer <u>Approved by:</u> José L. Banda, Superintendent</p>
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Attachment 1: CERTIFICATED 03/03/2016

<u>NameLast</u>	<u>NameFirst</u>	<u>JobPerm</u>	<u>JobClass</u>	<u>PrimeSite</u>	<u>BegDate</u>	<u>EndDate</u>	<u>Comment</u>
EMPLOY							
BOND	BRITTNIE	0	Teacher, Resource, Special Ed.	SUTTERVILLE ELEMENTARY SCHOOL	1/25/2016	6/30/2016	EMPLOY PROB 0 EFF 1/25/16
CALVERT	KYLEE	0	Teacher, K-8	MARTIN L. KING JR ELEMENTARY	2/12/2016	6/30/2016	EMPLOY PROB 0, EFF 2/12/16
STANCHFIELD	KAREN	B	School Psychologist	SPECIAL EDUCATION DEPARTMENT	1/28/2016	6/30/2016	EMPLOY PROB 1 EFF 1/28/16
VANG	PAJ-TSHIAB	B	School Social Worker	SPECIAL EDUCATION DEPARTMENT	2/19/2016	6/30/2016	EMPLOY PROB 1 EFF 2/19/16
RETURN/REEMPLOY							
BUCKINGHAM	VICTORIA	A	Teacher, Child Development	CHILD DEVELOPMENT PROGRAMS	12/18/2015	1/3/2016	RTN (PD) ADMIN LOA EFF 12/18/15
FERKO	PAMELA	A	Teacher, Elementary	CALEB GREENWOOD ELEMENTARY	1/5/2016	6/30/2016	RTN FR LEAVE EFF 1/5/16
STATUS CHANGE							
BUCKINGHAM	VICTORIA	A	Teacher, Child Development	CHILD DEVELOPMENT PROGRAMS	1/4/2016	6/30/2016	POS#CHG FR#12372 EFF 1/4/16
BONINI	JACQUALYNN	Q	Director III, Child Developmnt	CHILD DEVELOPMENT PROGRAMS	1/4/2016	6/30/2016	RE FR PRINC, ST CHG LTA, WVG CHG EFF 1/4/16
HUYNH	LINDA	A	Teacher, Resource, Special Ed.	CAROLINE WENZEL ELEMENTARY	10/5/2015	6/30/2016	REA FR TCHR, SP ED EFF 10/5/15
JONES	RORY	A	Teacher, High School	LUTHER BURBANK HIGH SCHOOL	7/1/2015	6/30/2016	STCHG FR .40, EFF 7/1/15
CLARK	ARTHUR	A	Teacher, High School	LUTHER BURBANK HIGH SCHOOL	9/3/2015	6/30/2016	STCHG FR .60, EFF 9/3/15
LEAVES							
BATTEN	ROBERT	A	Teacher, Elementary	DAVID LUBIN ELEMENTARY SCHOOL	7/1/2015	6/30/2016	LOA (PD) FMLA INTERMITTENT, EFF 1/12/16 - 6/12/16
GUZZI	LISA	A	Teacher, Elementary	CAMELLIA BASIC ELEMENTARY	9/3/2015	1/31/2016	LOA AMEND (PD) HE/FMLA, EFF 9/3/15-1/31/16
GUZZI	LISA	A	Teacher, Elementary	CAMELLIA BASIC ELEMENTARY	2/1/2016	6/30/2016	LOA AMEND RTN (PD) HE/FMLA, EFF 2/1/16
GALARZA	MARIA	A	Teacher, Elementary	EDWARD KEMBLE ELEMENTARY	2/1/2016	2/12/2016	LOA EXT(PD)FMLA/HE EFF 2/1-2/12/16
TATEISHI	PAMELA	A	Teacher, High School	NEW TECH	1/19/2016	2/26/2016	LOA PD FMLA 1/19/16-2/26/16
GALARZA	MARIA	A	Teacher, Elementary	EDWARD KEMBLE ELEMENTARY	2/13/2016	6/30/2016	LOA RTN (FMLA/HE EFF 2/13/16
MURRY	ANGELLE	A	Teacher, Child Development	CHILD DEVELOPMENT PROGRAMS	2/11/2016	6/30/2016	LOA RTN (PD) ADMIN EFF 2/11/16
WHIPPER	MYISHA	A	Lang. Speech & Hearing Speclst	SPECIAL EDUCATION DEPARTMENT	1/22/2016	4/1/2016	LOA(PD)HE/PDL EFF 1/22-4/1/16
SEP/RESIGN/RETIRE							
BROWN	TRACEY	A	Teacher, Elementary	LONG TERM LEAVES	7/1/2015	3/10/2016	SEP/39MO RR, EFF 3/10/16
MERKLEY	TERESA	A	Teacher, Elementary	A. M. WINN ELEMENTARY SCHOOL	7/1/2015	6/30/2016	SEP/RET EFF 6/17/16
WOLLAK	KATHERINE	A	Teacher, Spec Ed	ROSEMONT HIGH SCHOOL	7/1/2015	6/30/2016	SEP/RET EFF 6/17/16
MELVIN-SCHUELER	LINDA	A	Teacher, Resource, Special Ed.	GEO WASHINGTON CARVER	7/1/2015	6/30/2016	SEP/RET EFF 6/20/16
SKELLY	KATHLEEN	A	Teacher, Elementary	HUBERT H BANCROFT ELEMENTARY	7/1/2015	6/30/2016	SEP/RET EFF 6/30/16
KLOPP	BRADLEY	A	Counselor, High School	C. K. McCLATCHY HIGH SCHOOL	7/1/2015	6/30/2016	SEP/RETIRE EFF 6/17/16

Attachment 2: CLASSIFIED 03/03/2016

NameLast	NameFirst	JobPerm	JobClass	PrimeSite	BegDate	EndDate	Comment
EMPLOY							
BAEZA	ANNA	B	Inst Aid, Spec Ed	SAM BRANNAN MIDDLE SCHOOL	1/22/2016	6/30/2016	EMPLOY PROB EFF 1/22/16
XIONG	VANG	B	Fd Sv Asst I	NUTRITION SERVICES DEPARTMENT	1/25/2016	6/30/2016	EMPLOY PROB EFF 1/25/16
YU CHIU	WAI SAM ANNIE	B	Fd Sv Asst III	NUTRITION SERVICES DEPARTMENT	1/25/2016	6/30/2016	EMPLOY PROB EFF 1/25/16
SOPHAL-PETERSON	SOPHEAN	B	Fd Sv Asst I	NUTRITION SERVICES DEPARTMENT	1/27/2016	6/30/2016	EMPLOY PROB EFF 1/27/16
RAMIREZ	WILLIAM	B	Bus Driver	TRANSPORTATION SERVICES	1/28/2016	6/30/2016	EMPLOY PROB EFF 1/28/16
GILLAM	VERNON	B	Campus Monitor	JOHN H. STILL - K-8	2/2/2016	6/30/2016	EMPLOY PROB EFF 2/2/16
RIVAS	DANIELLE	B	Instructional Aide	JAMES W MARSHALL ELEMENTARY	2/2/2016	6/30/2016	EMPLOY PROB EFF 2/2/16
ROSEMeyer	HANNA	B	Library Media Tech Asst	C. K. McCLATCHY HIGH SCHOOL	2/9/2016	6/30/2016	EMPLOY PROB, EFF 2/9/16
KEDKAD	ABDURAZAGH	B	Inst Aid, Spec Ed	PARKWAY ELEMENTARY SCHOOL	1/25/2016	6/30/2016	EMPLOY PROB1 EFF 1/25/16
VANG	YEE	B	Family Partnership Facilitator	PARENT ENGAGEMENT	1/25/2016	6/30/2016	EMPOY PROB EFF 1/25/16
STATUS CHANGE							
REYES	NELSON	A	Pest Control Specialist	FACILITIES MAINTENANCE	7/1/2015	6/30/2016	REA PER ART 6, EFF 9/24/13
REYES	NELSON	A	Pest Control	FACILITIES MAINTENANCE	9/24/2013	6/30/2014	REA PER ART 6/WVG FR 'Q,' EFF 9/24/13
REYES	NELSON	A	Pest Control	FACILITIES MAINTENANCE	7/1/2014	6/30/2015	REA PER ART 6/WVG FR 'Q,' EFF 9/24/13
NAVARRO	MAGALI	A	School Plant Ops Mngr I	BUILDINGS & GROUNDS/OPERATIONS	1/4/2016	6/30/2016	REA/STCHG TO PROB 1/4/16
YARMOLA	PETR	A	School Plant Ops Mngr I	BUILDINGS & GROUNDS/OPERATIONS	1/4/2016	6/30/2016	REA/STCHG TO PROB 1/4/16
HERNANDEZ	MARY	A	Inst Aid, Spec Ed	HIRAM W. JOHNSON HIGH SCHOOL	2/16/2016	6/30/2016	RT FR LOA (UNPD) EFF 2/16/16
MAISONET-BURSIAGA	JESSICA	B	Bus Driver	TRANSPORTATION SERVICES	2/1/2016	6/30/2016	STCHG TO .78125 EFF 2/1/16
MOHR	SHANE	B	Bus Driver	TRANSPORTATION SERVICES	1/14/2016	2/4/2016	STCHG TO .8125 EFF 1/14/16
MOHR	SHANE	B	Bus Driver	TRANSPORTATION SERVICES	2/5/2016	6/30/2016	STCHG TO .84375 EFF 2/5/16
NGUYEN	LINDA	A	Bus Driver	TRANSPORTATION SERVICES	1/14/2016	6/30/2016	STCHG TO .875 EFF 1/14/16
WHITE	GWENDOLYN	B	Bus Driver	TRANSPORTATION SERVICES	1/14/2016	6/30/2016	STCHG TO .875 EFF 1/14/16
WADE	ADAM	A	Bus Driver	TRANSPORTATION SERVICES	2/9/2016	6/30/2016	STCHG TO.96875 EFF 2/9/16
LEAVES							
SANCHEZ	JOHN	A	School Plant Ops Mngr I	ALICE BIRNEY WALDORF	1/14/2016	2/17/2016	LOA (PD) FMLA, EFF 1/14/16-2/17/16
LILLARD	BRANDON	B	HRS Analyst	HUMAN RESOURCE SERVICES	2/2/2016	2/8/2016	LOA EXT (PD) FMLA, EFF 2/2/16-2/8/16
AVILA	ELIZABETH	A	Child Dev Spec I	CHILD DEVELOPMENT PROGRAMS	2/1/2016	2/21/2016	LOA EXT (PD) EFF 2/1-21/16
STRILETS	SERGEY	A	HVAC Technician	FACILITIES MAINTENANCE	2/2/2016	2/29/2016	LOA EXT (PD), EFF 2/2/16-2/29/16
SANCHEZ	JOHN	A	School Plant Ops Mngr I	ALICE BIRNEY WALDORF	2/18/2016	4/7/2016	LOA EXT (UNPD) FMLA, EFF 2/18/16-4/7/16
MORAVITZ	RICHARD	A	Warehouse Worker	DISTRIBUTION SERVICES	2/15/2016	3/6/2016	LOA EXT PD FMLA 2/15-3/6/16
HERNANDEZ	MARY	A	Inst Aid, Spec Ed	HIRAM W. JOHNSON HIGH SCHOOL	2/1/2016	2/5/2016	LOA FMLA (PD) EFF 2/1-2/5/16
HERNANDEZ	MARY	A	Inst Aid, Spec Ed	HIRAM W. JOHNSON HIGH SCHOOL	2/6/2016	2/15/2016	LOA FMLA (UNPD) EFF 2/6-2/15/16
LILLARD	BRANDON	B	HRS Analyst	HUMAN RESOURCE SERVICES	2/9/2016	6/30/2016	LOA RTN (PD) FMLA, EFF 2/9/16
MITCHELL	SHARIE	A	Bus Driver	TRANSPORTATION SERVICES	1/26/2016	6/30/2016	LOA RTN PD ADMIN EFF 1/26/16
FANG	SHOUA	A	Assessor-Translator MOC	MATRICULATION/ORIENTATION CNTR	2/9/2016	6/30/2016	LOA RTN PD EFF 2/9/16
MACIAS	MARTA	A	Fd Sv Asst I	NUTRITION SERVICES DEPARTMENT	2/6/2016	6/30/2016	LOA RTN UNPD FMLA 2/6/16
MACIAS	MARTA	A	Fd Sv Asst I	NUTRITION SERVICES DEPARTMENT	2/1/2016	2/5/2016	LOA UNPD FMLA 2/1/16-2/5/16
CORREA LOPEZ	PAMELA	A	Home Visitor HS-EHS Home Base	CHILD DEVELOPMENT PROGRAMS	1/22/2016	6/30/2016	LOA(PD)ADMIN EFF 1/22-6/30/16
LY	SHERRI	A	Home Visitor HS-EHS Home Base	CHILD DEVELOPMENT PROGRAMS	1/11/2016	2/21/2016	LOA(PD)FMLA EFF 1/11-2/21/16



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 8.1c

Meeting Date: March 3, 2016

Subject: Approve Staff Recommendations for Expulsion #4, 2015-2016

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

Division: Student Hearing and Placement Department

Recommendation: Approve staff recommendation for Expulsion #4, 2015-2016

Background/Rationale: None

Financial Considerations: None

LCAP Goal(s): College and Career Ready Students

Documents Attached:

1. None

Estimated Time of Presentation: (N/A)

Submitted by: Lisa Allen, Interim Deputy Superintendent and
Stephan Brown, Director II

Approved by: Jose L. Banda, Superintendent



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 8.1d

Meeting Date: March 3, 2016

Subject: Approve CK McClatchy High School Field Trip to Oregon Shakespeare Festival in Ashland, Oregon from March 30 to April 1, 2016

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

Division: Deputy Superintendent

Recommendation: Approve CK McClatchy High School Field Trip to Ashland, Oregon from March 30 to April 1, 2016

Background/Rationale: On March 30 through April 1, 2016, students from CK McClatchy High School will travel by car to Ashland, Oregon to attend the Oregon Shakespeare Festival. There will be four chaperones attending with 20 students.

Financial Considerations: There will be no cost to the district. Expenses will be paid through parent contribution and fundraising.

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, Interim Deputy Superintendent
Mary Hardin Young, Area Assistant Superintendent

Approved by: Jose L. Banda, Superintendent

Sacramento City Unified School District
FIELD TRIP REQUEST FORM
(USE A SEPARATE FORM FOR EACH TRIP)

Parent Permission Form required for each student field trip, See reference distribution section for details concerning each type of trip.
School Name C.K. McClatchy High School Date 1/7/2016

Teacher's Name Tim Douglas Room # 212 Telephone # 264-4400
Fax # 264-4499

Field Trip Destination Oregon Shakespeare Festival

Local (50 mile radius) Out-of-Town (Beyond 50 mile radius) Overnight

Out-of-State/Country Involving Swimming or Wading Unusual Activities
Route I-5 North to Ashland Oregon

Educational nature of field trip/excursion View great works of drama including William Shakespeare

Depart Date 3/30/16 Time 9 am/pm Return Date 4/1/16 Time 4 pm am/pm

TRANSPORTATION will be provided by: Walking School Bus – Contact Transportation Field Trip Office
 Chartered Bus Company Certified: yes no – Check Risk Management Web Site
 Private Vehicle – Complete Volunteer Personal Automobile Use Form for each vehicle and driver.
 Parent Driver – Must have fingerprint clearance, check with Volunteer Office.
 Faculty Driver – Complete Volunteer Personal Automobile Use Form for each vehicle and driver.
 Public Transportation Train Commercial Airline Other: Rent

Funding Source student provided Financial Assistance Available? yes no

Number of students participating: 20

Adult Supervisors/ Drivers: DRIVER DRIVER
1) _____ yes no 2) _____ yes no
3) _____ yes no 4) _____ yes no

Teachers and Staff Attending:
1) Bridget Martinez yes no 2) Tim Douglas yes no
3) Lori Jablonski yes no 4) Tim Griffin yes no

Principal Approval [Signature] Date 1/8/16

Risk Management Approval (Unusual Activities) [Signature] Date 2/18/16

Segment Administrator Approval [Signature] Date 2-18-16

Distribution: Refer to Field Trip Information Form RSK 106F for the forms and distribution required for each trip:

- 1. **Local Trip:** (50 mile radius) - Submit to Principal for approval. Maintain all documents at site.
- 2. **Out-Of-Town:** (beyond 50 mile radius) - Submit to Principal for approval then forward to Segment Administrator 10 days prior to trip.
- 3. **Overnight Trip:** Submit to Principal for approval then forward to Segment Administrator 10 days prior to trip.
- 4. **Trip Involving Swimming or Wading:** Submit to Principal for approval then forward to Segment Administrator 10 days prior to trip.
- 5. **Trip Involving Unusual Activities** (Water sports or high risk activities such as rafting, snorkeling, rock climbing, skiing, etc.) - Submit to Principal for approval then forward to Segment Administrator and Risk Management 6 weeks prior to trip. Must purchase Special Event Liability Insurance.
- 6. **Out-of-State/Country:** Submit to Principal for approval then forward to Segment Administrator and Risk Management SIX (6) WEEKS prior to trip. Must have Superintendent and Board approval prior to trip. Segment Administrator will submit for Board Agenda. Trips not submitted to Segment Administrator 6 weeks prior to trip will be considered automatically rejected by the Board.

Maintain a copy of all forms at site for 2 years. Approved forms will be returned by Segment Administrator

Sacramento City Unified School District
**OUT-OF-STATE OR OUT-OF-COUNTRY
TRAVEL REQUEST**

School Name C.K. McClatchy High School Date 1/8/2016
Teacher's Name Tim Douglas Room # 212 Telephone # 9162644400

Field Trip Destination Oregon Shakespeare Festival

Reason for travel view plays

List unusual activities, water activities or high risk activities (examples: rafting, snorkeling, rock climbing, skiing, etc.) as a special parent waiver may be required. Submit copy of contract or waiver for review before signing. Risk management approval required.

n/a

Attach a detailed itinerary for each day: _____

Signed [Signature]
Teacher

Approvals:

[Signature] 1/8/16
Principal Date

[Signature] [Signature]
Risk Management Dept Date

[Signature] 2-18-16
Segment Administrator Date

[Signature] 2/19/16
Superintendent Date

Board Approval Date

TRAVEL REQUEST FORM (ACC-F014)

Sacramento City Unified School District

Instructions: This form must be completed and received in Accounts Payable at least 30 days prior to the proposed trip - 60 days if out-of-state.

REQ # _____

Request to Attend:

- Conference/Workshop
- Business Meeting

Purpose for Attending:

- Professional Development
- Continued Education Credits Earned

School/Department C.K. McClatchy H.S.

Date 1/8/2016

Date(s) of Event 3/30/2016-4/1/2016

Location Ashland, Oregon

Event Title (attach brochure) Oregon Shakespeare Festival

Purpose* View world class theater: Powerful teaching and learning

*(what value does this activity give students, attendees, staff, department/site or community?)

How does this travel align with the District's strategic plan? Powerful teaching/learning

How will this activity/event be used and shared?

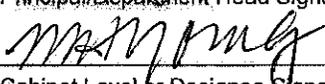
Name of Attendee(s) (attach sheet for additional attendees)	Position	Substitute (Y/N)**	No. of Days Required	Budget Code (for substitute)
Tim Douglas	Teacher	Yes	3	2443
Lori Jablonski	Teacher	No		
Tim Griffin	Teacher	No		
Bridget Martinez	Teacher	No		

Additional Attendees Attached

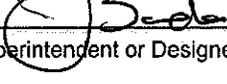
****IF A SUBSTITUTE IS NEEDED, SEND A COPY OF THIS FORM TO PERSONNEL, BOX 770**

Approvals:


Principal/Department Head Signature & Print Name _____


Cabinet Level or Designee Signature _____


Chief Business Officer Signature _____


Superintendent or Designee Signature _____

1/8/16
Date

2/18/16
Date

2/19/16
Date

District cost for all attendees (estimate)

Registration Fee *** _____

Meals included? B L D

Lodging _____

Transportation _____

Meals _____

Other _____

TOTAL _____

Categorical Budget Code(s): _____ \$ _____

General Fund/Unrestricted _____ \$ _____

***If any meals are included in the cost of registration, how many of each: Breakfast _____ Lunch _____ Dinner _____

Prepayment Requested: All checks will be sent to the site/department unless prior arrangements have been made (with AP) to pick up check

	Requisition #	Dollar Amount
Registration Fee	_____	_____
Hotel	_____	_____
Airfare ****	_____	_____
Car Rental ****	_____	_____

**** If airfare or car rental is requested, send a copy of this form to Purchasing, Box 830



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 8.1e

Meeting Date: March 3, 2016

Subject: Approve Luther Burbank High School Field Trip to Las Vegas, Nevada from March 20 to March 25, 2016

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

Division: Deputy Superintendent

Recommendation: Approve Luther Burbank High School Field Trip to Las Vegas, Nevada from March 20 to March 25, 2016

Background/Rationale: On March 20 through March 25, 2016, students from Luther Burbank High School will travel to Las Vegas, Nevada to attend a Tarkanian Basketball Academy Spring Break Skills Camp. There will be one chaperone attending with five students.

Financial Considerations: There will be no cost to the district. Expenses will be paid through fundraising.

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, Interim Deputy Superintendent
Chad Sweitzer, Area Assistant Superintendent

Approved by: Jose L. Banda, Superintendent

Sacramento City Unified School District
FIELD TRIP REQUEST FORM
(USE A SEPARATE FORM FOR EACH TRIP)

Parent Permission Form required for each student field trip, See reference distribution section for details concerning each type of trip.
School Name LUTHER BURBANK HIGH SCHOOL Date 01/25/16

Teacher's Name TAMMY WHITE Room # _____ Telephone # 433-5113
Fax # 433-5199

Field Trip Destination LAS VEGAS - BASKETBALL CAMP

Local (50 mile radius) Out-of-Town (Beyond 50 mile radius) Overnight
 Out-of-State/Country Involving Swimming or Wading Unusual Activities

Route _____

Educational nature of field trip/excursion BASKETBALL SKILL BUILDING CAMP

Depart Date 3/20 Time 8AM am/pm Return Date 3/25 Time 5PM am/pm

TRANSPORTATION will be provided by: Walking School Bus – Contact Transportation Field Trip Office
 Chartered Bus Company Certified: yes no – Check Risk Management Web Site
 Private Vehicle – Complete Volunteer Personal Automobile Use Form for each vehicle and driver.
 Parent Driver – Must have fingerprint clearance, check with Volunteer Office.
 Faculty Driver – Complete Volunteer Personal Automobile Use Form for each vehicle and driver.
 Public Transportation Train Commercial Airline Other: RENTAL CAR/ENTER

Funding Source GIRLS JV BASKETBALL Financial Assistance Available? yes no

Number of students participating: 5

Adult Supervisors/ Drivers: DRIVER DRIVER
1) _____ yes no 2) _____ yes no
3) _____ yes no 4) _____ yes no

Teachers and Staff Attending:
1) TAMMY WHITE yes no 2) _____ yes no
3) _____ yes no 4) _____ yes no

Principal Approval _____ Date 2/11/16

Risk Management Approval (Unusual Activities) _____ Date 2/11/16

Segment Administrator Approval _____ Date 2/18/16

Distribution: Refer to Field Trip Information Form RSK 106F for the forms and distribution required for each trip:

- Local Trip (50 mile radius) - Submit to Principal for approval. Maintain all documents at site.
- Out-Of-Town (beyond 50 mile radius) - Submit to Principal for approval then forward to Segment Administrator 10 days prior to trip.
- Overnight Trip: Submit to Principal for approval then forward to Segment Administrator 10 days prior to trip.
- Trip Involving Swimming or Wading: Submit to Principal for approval then forward to Segment Administrator 10 days prior to trip.
- Trip Involving Unusual Activities (Water sports or high risk activities such as rafting, snorkeling, rock climbing, skiing, etc.) - Submit to Principal for approval then forward to Segment Administrator and Risk Management 6 weeks prior to trip. Must purchase Special Event Liability Insurance.
- Out-of-State/Country: Submit to Principal for approval then forward to Segment Administrator and Risk Management SIX (6) WEEKS prior to trip. Must have Superintendent and Board approval prior to trip. Segment Administrator will submit for Board Agenda. Trips not submitted to Segment Administrator 6 weeks prior to trip will be considered automatically rejected by the Board.

Maintain a copy of all forms at site for 2 years. Approved forms will be returned by Segment Administrator

Sacramento City Unified School District
**OUT-OF-STATE OR OUT-OF-COUNTRY
TRAVEL REQUEST**

School Name LUTERH BURBANK HIGH SCHOOL

Date 3/20/16 - 3/25/16

Teacher's Name Room # TAMMY WHITE

Telephone # 619-322-0004

Field Trip Destination TARKANIAN BASKETBALL ACADEMY, LAS VEGAS, NV

Reason for travel SKILL BUILDING FOR BASKETBALL

List unusual activities, water activities or high risk activities (examples: rafting, snorkeling, rock climbing, skiing, etc.) as a special parent waiver may be required. Submit copy of contract or waiver for review before signing. Risk management approval required.

Attach a detailed itinerary for each day: SEE ATTACHED

Signed [Signature]
Teacher

Approvals:

[Signature] 2/11/16
Principal Date

[Signature] 2/11/16
Risk Management Dept. Date

[Signature] 2/18/16
Segment Administrator Date

[Signature] 2/19/16
Superintendent Date

Board Approval Date

TRAVEL REQUEST FORM (ACC-F014)

Sacramento City Unified School District

Request to Attend: <input checked="" type="checkbox"/> Conference/Workshop <input type="checkbox"/> Business Meeting	Purpose for Attending: <input type="checkbox"/> Professional Development <input type="checkbox"/> Continued Education Credits Earned	Instructions: This form must be completed and received in Accounts Payable at least 30 days prior to the proposed trip- 60 days if out-of-state. REQ # _____
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School/Department: Luther Burbank High School Date: Jan 25, 2016

Date(s) of Event: 3/20-3/25/16 Location: LAS VEGAS, NV

Event Title (attach brochure): SKILL CAMP - TARKANIAN BASKETBALL ACADEMY

Purpose*: BASKETBALL SKILL BUILDING CAMP

*(what value does this activity give students, attendees, staff, department/site or community?)

What Board goal/priority does this travel support? BETTER SKILLED PLAYERS, PERFORM BETTERN IN CLASS, ACHIEVEMETN TO COLLEGE

How will this activity/event be used and shared? _____

Name of Attendee(s) (attach sheet for additional attendees)	Position	Substitute (Y/N)**	No. of Days Required	Budget Code (for substitute)
TAMMY WHITE	PE TEACHER/COACH	No	<input type="checkbox"/>	
		No	<input type="checkbox"/>	
		No	<input type="checkbox"/>	
		No	<input type="checkbox"/>	

****IF A SUBSTITUTE IS NEEDED, SEND A COPY OF THIS FORM TO PERSONNEL, BOX 770** Additional Attendees Attached _____

Approvals: Principal/Department Head: _____ Date: <u>2/11/16</u> Associate Superintendent/Assistant Superintendent: _____ Date: <u>2/13/16</u> Deputy Superintendent/CFO (Finance): _____ Date: <u>2/18/16</u> Superintendent or Designee: _____ Date: <u>2/19/16</u>	District cost for all attendees (estimate) Registration Fee *** 0.00 Meals included? B <input type="checkbox"/> L <input type="checkbox"/> D <input type="checkbox"/> Lodging _____ Transportation _____ Meals _____ Other _____ TOTAL \$ 0.00
--	---

Categorical Budget Code(s): _____
 General Fund/Unrestricted _____

***If any meals are included in the cost of registration, how many of each: Breakfast _____ Lunch _____ Dinner _____

Prepayment Requested: All checks will be sent to the site/department unless prior arrangements have been made (with AP) to pick up check

Requisition #	Dollar Amount
Registration Fee	_____
Hotel	_____
Airfare ****	_____
Car Rental ****	_____



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 8.1f

Meeting Date: March 3, 2016

Subject: Approve Sutter Middle School Field Trip to Ashland, Oregon from
March 16 to March 18, 2016

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

Division: Deputy Superintendent

Recommendation: Approve Sutter Middle School Field Trip to Ashland, Oregon
March 16-18, 2016

Background/Rationale: March 16-18, 2016, a group of 125 students, 27 parent chaperones, and two teacher chaperones from Sutter Middle School will travel via chartered bus to Ashland, Oregon, to see plays at the Oregon Shakespeare Festival. Students will experience acclaimed literature and professionally performed art, allowing them to study and enjoy Shakespeare's *Twelfth Night* and Charles Dickens' *Great Expectations*. Additionally, students will attend three workshops presented by members of the theater group, and attend prologue discussions. The students and chaperones will be housed in the dorms at Southern Oregon University.

Financial Considerations: No cost to the district. Expenses paid through parent contribution. Associated Student Body funds were made available for students in need.

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, Interim Deputy Superintendent
Olga Simms, Area Assistant Superintendent

Approved by: José Banda, Superintendent

Sacramento City Unified School District
FIELD TRIP REQUEST FORM
 (USE A SEPARATE FORM FOR EACH TRIP)

Parent Permission Form required for each student field trip. See reference distribution section for details concerning each type of trip.
 School Name Sutter Middle School Date March 16-18, 2016

Teacher's Name Peters/Henrikson Room # 208/210 Telephone # 264-4150
 Fax # _____

Field Trip Destination Ashland, Oregon: Shakespeare Festival

Local (50 mile radius) Out-of-Town (Beyond 50 mile radius) Overnight
 Out-of-State/Country Involving Swimming or Wading Unusual Activities
 Route I-5

Educational nature of field trip/excursion Students will build upon their learning in Language Arts by watching 2 plays and attending workshops at Shakespeare Festival.

Depart Date 3-16-16 Time 8:30am am/pm Return Date 3-18-16 Time 3:30pm am/pm

TRANSPORTATION will be provided by: Walking School Bus – Contact Transportation Field Trip Office
 Chartered Bus Company Certified: yes no – Check Risk Management Web Site
 Private Vehicle – Complete Volunteer Personal Automobile Use Form for each vehicle and driver.
 Parent Driver – Must have fingerprint clearance, check with Volunteer Office.
 Faculty Driver – Complete Volunteer Personal Automobile Use Form for each vehicle and driver.
 Public Transportation Train Commercial Airline Other: _____

Funding Source Students pay their own way. Financial Assistance Available? yes no

Number of students participating: 125

Adult Supervisors/ Drivers:	DRIVER		DRIVER
1) <u>See attached list.</u>	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no	2) _____	<input type="checkbox"/> yes <input type="checkbox"/> no
3) _____	<input type="checkbox"/> yes <input type="checkbox"/> no	4) _____	<input type="checkbox"/> yes <input type="checkbox"/> no

Teachers and Staff Attending:

1) <u>Jennifer Peters</u>	<input type="checkbox"/> yes <input type="checkbox"/> no	2) <u>Elizabeth Henrikson</u>	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no
3) _____	<input type="checkbox"/> yes <input type="checkbox"/> no	4) _____	<input type="checkbox"/> yes <input type="checkbox"/> no

Principal Approval [Signature] Date 1/29/16
 Risk Management Approval (Unusual Activities) [Signature] Date 1/4/16
 Segment Administrator Approval [Signature] Date 1/5/16

Distribution: Refer to Field Trip Information Form RSK 106F for the forms and distribution required for each trip:

- Local Trip:** (50 mile radius) - Submit to Principal for approval. Maintain all documents at site.
- Out-Of-Town:** (beyond 50 mile radius) - Submit to Principal for approval then forward to Segment Administrator 10 days prior to trip.
- Overnight Trip:** Submit to Principal for approval then forward to Segment Administrator 10 days prior to trip.
- Trip Involving Swimming or Wading:** Submit to Principal for approval then forward to Segment Administrator 10 days prior to trip.
- Trip Involving Unusual Activities** (Water sports or high risk activities such as rafting, snorkeling, rock climbing, skiing, etc.) - Submit to Principal for approval then forward to Segment Administrator and Risk Management 6 weeks prior to trip. **Must purchase Special Event Liability Insurance.**
- Out-of-State/Country:** Submit to Principal for approval then forward to Segment Administrator and Risk Management **SIX (6) WEEKS** prior to trip. Must have Superintendent and Board approval prior to trip. Segment Administrator will submit for Board Agenda. Trips not submitted to Segment Administrator 6 weeks prior to trip will be considered automatically rejected by the Board.

Maintain a copy of all forms at site for 2 years. Approved forms will be returned by Segment Administrator

**Sutter Middle School Field Trip
Ashland, OR
March 16-18, 2016**

Parent Chaperone List

Baradat, Michael
Caruso, Robyn
Charter, Mary
Crimmins, Robyn
Debencik, Terry
Dorais, Patrick
Emigh, Laura
Evans, Benita
Glasgow, Josh
Gong, Eric
Hawley, Anne
Hong, Kimberly
Kim, Dave
Kragel, Sheri
Lombardi, Ted
Milliken, Yolanda
Moore, Tracy
Poon, Tom
Singley, Melani
Sullivan, Maria
Tanner, Kevin
Thompson, Colleen
Tillet, Pam
Toby, Tamara
Valdivia, Katie
Webb, Tim
Webb, Terri

TRAVEL REQUEST FORM (ACC-F014)

Sacramento City Unified School District

Request to Attend: <input type="checkbox"/> Conference/Workshop <input type="checkbox"/> Business Meeting	Purpose for Attending: <input type="checkbox"/> Professional Development <input type="checkbox"/> Continued Education Credits Earned	Instructions: This form must be completed and received in Accounts Payable at least 30 days prior to the proposed trip - 60 days if out-of-state. REQ # _____
--	---	---

School/Department Sutter Middle School Date January 14, 2016

Date(s) of Event March 16-18, 2016 Location Oregon Shakespeare Festival in Ashland, Oregon

Event Title (attach brochure) Oregon Shakespeare Festival

Purpose* To expose students to the works of Shakespeare, methods of acting, and to visit a college campus

*(what value does this activity give students, attendees, staff, department/site or community?)

How does this travel align with the District's strategic plan? _____

How will this activity/event be used and shared? _____

Name of Attendee(s) (attach sheet for additional attendees)	Position	Substitute (Y/N)**	No. of Days Required	Budget Code (for substitute)
Jennifer Peters	Teacher	No		
Elizabeth Henrikson	Teacher	No		
		No		
		No		
		No		

****IF A SUBSTITUTE IS NEEDED, SEND A COPY OF THIS FORM TO PERSONNEL, BOX 770** Additional Attendees Attached

Approvals:

	<u>1/29/16</u>	
Principal/Department Head Signature & Print Name	Date	
	<u>2/3/16</u>	
Cabinet Level or Designee Signature	Date	
	<u>2/3/16</u>	
Chief Business Officer Signature	Date	
	<u>2/4/16</u>	
Superintendent or Designee Signature	Date	

District cost for all attendees (estimate)

Registration Fee ***	0.00
Meals included? <input checked="" type="checkbox"/> Yes	
B <input type="checkbox"/> L <input type="checkbox"/> D <input type="checkbox"/>	
Lodging _____	
Transportation _____	
Meals _____	
Other _____	
TOTAL	\$ 0.00

Categorical Budget Code(s): _____ \$ _____
 General Fund/Unrestricted _____ \$ _____

***If any meals are included in the cost of registration, how many of each: Breakfast _____ Lunch _____ Dinner _____

Prepayment Requested: All checks will be sent to the site/department unless prior arrangements have been made (with AP) to pick up check

Requisition #	Dollar Amount
Registration Fee	_____
Hotel	_____
Airfare ****	_____
Car Rental ****	_____

**** If airfare or car rental is requested, send a copy of this form to Purchasing, Box 830



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 8.1g

Meeting Date: March 3, 2016

Subject: Approve John F. Kennedy High School Field Trip to Boise, Idaho from March 29 to April 3, 2016

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

Division: Deputy Superintendent

Recommendation: Approve John F. Kennedy Field Trip to Boise, Idaho form March 29, 2016 – April 3, 2016.

Background/Rationale: On March 29, 2016 – April 3, 2016, students from John F. Kennedy will travel by cars to Boise, Idaho to participate in the FIRST Robotics competition.

Financial Considerations: There is no cost to the District. Expenses are paid through parent contributions and fundraising.

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, Interim Deputy Superintendent
Tu Carroz, Area Assistant Superintendent

Approved by: Jose L. Banda, Superintendent

Sacramento City Unified School District FIELD TRIP REQUEST FORM (USE A SEPARATE FORM FOR EACH TRIP)

Parent Permission Form required for each student field trip. See reference distribution section for details concerning each type of trip.

School Name John F. Kennedy Date 2/19/16

Teacher's Name Robert Greene Room # E1 Telephone # 743-5044
Fax # _____

Field Trip Destination Boise, Idaho

Local (50 mile radius) Out-of-Town (Beyond 50 mile radius) Overnight

Out-of-State/Country Involving Swimming or Wading Unusual Activities

Route Drive from Sacramento to Boise, ID and return

Educational nature of field trip/excursion FIRST Robotics Competition

Depart Date 3/29/16 Time 8:00 am am/pm Return Date 4/3/16 Time 8:00 pm am/pm

TRANSPORTATION will be provided by: Walking School Bus – Contact Transportation Field Trip Office
 Chartered Bus Company Certified: yes no – Check Risk Management Web Site
 Private Vehicle – Complete Volunteer Personal Automobile Use Form for each vehicle and driver.
 Parent Driver – Must have fingerprint clearance, check with Volunteer Office.
 Faculty Driver – Complete Volunteer Personal Automobile Use Form for each vehicle and driver.
 Public Transportation Train Commercial Airline Other: _____

Funding Source Fundraising/Parent contributions Financial Assistance Available? yes no

Number of students participating: 20

Adult Supervisors/ Drivers: DRIVER DRIVER
1) James Ballinger yes no 2) Dennis Kazee yes no
3) Cindy Kazee yes no 4) Todd Thompson yes no

Teachers and Staff Attending:
1) Robert Greene yes no 2) _____ yes no
3) _____ yes no 4) _____ yes no

Principal Approval [Signature] Date 2/19/16

Risk Management Approval (Unusual Activities) [Signature] Date 2/19/16

Segment Administrator Approval [Signature] Date 2/19/16

Distribution: Refer to Field Trip Information Form RSK 108F for the forms and distribution required for each trip.

1. Local Trip (50 mile radius) - Submit to Principal for approval. Mail all documents at site.
2. Out-Of-Town (beyond 50 mile radius) - Submit to Principal for approval then forward to Segment Administrator 10 days prior to trip.
3. Overnight Trip: Submit to Principal for approval then forward to Segment Administrator 10 days prior to trip.
4. Trip Involving Swimming or Wading: Submit to Principal for approval then forward to Segment Administrator 10 days prior to trip.
5. Trip Involving Unusual Activities (Water sports or high risk activities such as rafting, snorkeling, rock climbing, skiing, etc.) - Submit to Principal for approval then forward to Segment Administrator and Risk Management 6 weeks prior to trip. Must purchase Special Event Liability Insurance.
6. Out-of-State/Country: Submit to Principal for approval then forward to Segment Administrator and Risk Management SIX (6) WEEKS prior to trip. Must have Superintendent and Board approval prior to trip. Segment Administrator will submit for Board Agenda. Trips not submitted to Segment Administrator 6 weeks prior to trip will be considered automatically rejected by the Board.

Maintain a copy of all forms at site for 2 years. Approved forms will be returned by Segment Administrator

8/20/07 Rev C

Sacramento City Unified School District
**OUT-OF-STATE OR OUT-OF-COUNTRY
TRAVEL REQUEST**

School Name John F. Kennedy Date 2/19/16

Teacher's Name Robert Greene Room # E1 Telephone # (916) 743-5044

Field Trip Destination Boise, Idaho

Reason for travel FIRST Robotics Competition at Boise State University

List unusual activities, water activities or high risk activities (examples: rafting, snorkeling, rock climbing, skiing, etc.) as a special parent waiver may be required. Submit copy of contract or waiver for review before signing. Risk management approval required.

None

Attach a detailed itinerary for each day: Attached

Signed [Signature]
Teacher

Approvals:
[Signature] 1/11/16
Principal Date

[Signature] 2/19/16
Risk Management Dept. Date

[Signature] 2/17/16
Segment Administrator Date

[Signature] 2/19/16
Superintendent Date

Board Approval Date _____

TRAVEL REQUEST FORM (ACC-F014)

Sacramento City Unified School District

Instructions: This form must be completed and received in Accounts Payable at least **30 days** prior to the proposed trip- **60 days** if out-of-state.

REQ # _____

Request to Attend:

- Conference/Workshop
- Business Meeting

Purpose for Attending:

- Professional Development
- Continued Education Credits Earned

School/Department John F. Kennedy High School

Date Feb 11, 2016

Date(s) of Event 3/29/16 - 4/3/16

Location Boise, ID

Event Title (attach brochure) First Robotics Competition

Purpose* Represent John F. Kennedy robotics competition.

*(what value does this activity give students, attendees, staff, department/site or community?)

How does this travel align with the District's strategic plan?

How will this activity/event be used and shared?

Name of Attendee(s)

(attach sheet for additional attendees)

Name of Attendee(s)	Position	Substitute (Y/N)**	No. of Days Required	Budget Code (for substitute)
Robert Greene	Teacher	Yes	6	01-7220-0-15-1110-1000-000-0525-000
		No		

****IF A SUBSTITUTE IS NEEDED, SEND A COPY OF THIS FORM TO PERSONNEL, BOX 770**

Additional Attendees Attached

Approvals:

Principal/Department Head Signature & Print Name

Date

[Signature]

2/16/16

Cabinet Level or Designee Signature

Date

[Signature]

2/12/16

Chief Business Officer Signature

Date

[Signature]

2/19/16

Superintendent or Designee Signature

Date

District cost for all attendees (estimate)

Registration Fee ***

Meals included?

B L D

Lodging _____

Transportation _____

Meals _____

Other _____

TOTAL

Categorical

Budget Code(s): _____

\$ _____

General Fund/Unrestricted

\$ _____

***If any meals are included in the cost of registration, how many of each: Breakfast _____ Lunch _____ Dinner _____

Prepayment Requested: All checks will be sent to the site/department unless prior arrangements have been made (with AP) to pick up check

Requisition #

Dollar Amount

Registration Fee

Note: No cost to District

Hotel _____

Airfare ****

Car Rental ****

**** If airfare or car rental is requested, send a copy of this form to Purchasing, Box 830



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 8.1h

Meeting Date: March 3, 2016

Subject: Approve John F. Kennedy High School Field Trip to Flagstaff, Arizona from March 8 to March 14, 2016

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

Division: Deputy Superintendent

Recommendation: Approve John F. Kennedy Field Trip Flagstaff, Arizona form March 8, 2016 – March 14, 2016.

Background/Rationale: On March 8, 2016 – March 14, 2016, students from John F. Kennedy will travel by cars to Flagstaff, Arizona to participate in the FIRST Robotics competition.

Financial Considerations: There is no cost to the District. Expenses are paid through parent contributions and fundraising.

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, Interim Deputy Superintendent
Tu Carroz, Area Assistant Superintendent

Approved by: Jose L. Banda, Superintendent

Sacramento City Unified School District
FIELD TRIP REQUEST FORM
(USE A SEPARATE FORM FOR EACH TRIP)

Parent Permission Form required for each student field trip, See reference distribution section for details concerning each type of trip.

School Name John F. Kennedy Date 2/19/16

Teacher's Name Robert Greene Room # E1 Telephone # 743-5044

Fax # _____

Field Trip Destination Flagstaff, Arizona

Local (50 mile radius) Out-of-Town (Beyond 50 mile radius) Overnight

Out-of-State/Country Involving Swimming or Wading Unusual Activities

Route Sacramento airport to Las Vegas, NV. Drive rentals to Flagstaff, AZ and return.

Educational nature of field trip/excursion FIRST Robotics Competition

Depart Date 3/8/16 Time 9:00 am am/pm

Return Date 3/14/16 Time 9:20 pm am/pm

TRANSPORTATION will be provided by: Walking School Bus -- Contact Transportation Field Trip Office

Chartered Bus Company Certified: yes no -- Check Risk Management Web Site

Private Vehicle -- Complete Volunteer Personal Automobile Use Form for each vehicle and driver.

Parent Driver -- Must have fingerprint clearance, check with Volunteer Office.

Faculty Driver -- Complete Volunteer Personal Automobile Use Form for each vehicle and driver.

Public Transportation Train Commercial Airline Other: _____

Funding Source Fundraising/Parent contributions Financial Assistance Available? yes no

Number of students participating: 18

Adult Supervisors/ Drivers:

DRIVER

DRIVER

- | | | | |
|---------------------------|---|------------------------|---|
| 1) <u>James Ballinger</u> | <input checked="" type="checkbox"/> yes <input type="checkbox"/> no | 2) <u>Dennis Kazee</u> | <input checked="" type="checkbox"/> yes <input type="checkbox"/> no |
| 3) <u>Cindy Kazee</u> | <input checked="" type="checkbox"/> yes <input type="checkbox"/> no | 4) _____ | <input checked="" type="checkbox"/> yes <input type="checkbox"/> no |

Teachers and Staff Attending:

- | | | | |
|-------------------------|---|----------|--|
| 1) <u>Robert Greene</u> | <input checked="" type="checkbox"/> yes <input type="checkbox"/> no | 2) _____ | <input type="checkbox"/> yes <input type="checkbox"/> no |
| 3) _____ | <input type="checkbox"/> yes <input type="checkbox"/> no | 4) _____ | <input type="checkbox"/> yes <input type="checkbox"/> no |

Principal Approval [Signature] Date 2/19/16

Risk Management Approval (Unusual Activities) [Signature] Date 2/19/16

Segment Administrator Approval [Signature] Date 2/19/16

Distribution: Refer to Field Trip Information Form RSK 106F for the forms and distribution required for each trip.

- Local Trip (50 mile radius) - Submit to Principal for approval. Maintain all documents at site.
- Out-Of-Town (beyond 50 mile radius) - Submit to Principal for approval then forward to Segment Administrator 10 days prior to trip.
- Overnight Trip - Submit to Principal for approval then forward to Segment Administrator 10 days prior to trip.
- Trip Involving Swimming or Wading: Submit to Principal for approval then forward to Segment Administrator 10 days prior to trip.
- Trip Involving Unusual Activities (Water sports or high risk activities such as rafting, snorkeling, rock climbing, skiing, etc.) - Submit to Principal for approval then forward to Segment Administrator and Risk Management 6 weeks prior to trip. Must purchase Special Event Liability Insurance.
- Out-of-State/Country: Submit to Principal for approval then forward to Segment Administrator and Risk Management SIX (6) WEEKS prior to trip. Must have Superintendent and Board approval prior to trip. Segment Administrator will submit for Board Agenda. Trips not submitted to Segment Administrator 6 weeks prior to trip will be considered automatically rejected by the Board.

Maintain a copy of all forms at site for 2 years. Approved forms will be returned by Segment Administrator

8/20/07 Rev C

1/15/16
Lb. D.O.

Sacramento City Unified School District
**OUT-OF-STATE OR OUT-OF-COUNTRY
TRAVEL REQUEST**

School Name John F. Kennedy Date 2/19/16

Teacher's Name Robert Greene Room # E1 Telephone # (916) 743-5044

Field Trip Destination Flagstaff, Arizona

Reason for travel FIRST Robotics Competition at Northern Arizona University

List unusual activities, water activities or high risk activities (examples: rafting, snorkeling, rock climbing, skiing, etc.) as a special parent waiver may be required. Submit copy of contract or waiver for review before signing. Risk management approval required.

None

Attach a detailed itinerary for each day: Attached

Signed [Signature]
Teacher

Approvals:
[Signature] _____
Principal Date 2/21/16

[Signature] _____
Risk Management Dept. Date 2/19/16

[Signature] _____
Segment Administrator Date 2/17/16

[Signature] _____
Superintendent Date 2/19/16

Board Approval Date _____

TRAVEL REQUEST FORM (ACC-F014)

Sacramento City Unified School District

Instructions: This form must be completed and received in Accounts Payable at least **30 days** prior to the proposed trip - **60 days** if out-of-state.

REQ # _____

Request to Attend:

- Conference/Workshop
- Business Meeting

Purpose for Attending:

- Professional Development
- Continued Education Credits Earned

School/Department John F. Kennedy High School Date Feb 11, 2016

Date(s) of Event 3/8/16 - 3/14/16 Location Flagstaff, AZ

Event Title (attach brochure) First Robotics Competition

Purpose* Represent John F. Kennedy robotics competition.

*(what value does this activity give students, attendees, staff, department/site or community?)

How does this travel align with the District's strategic plan?

How will this activity/event be used and shared?

Name of Attendee(s) _____
(attach sheet for additional attendees)

Name of Attendee(s) (attach sheet for additional attendees)	Position	Substitute (Y/N)**	No. of Days Required	Budget Code (for substitute)
<u>Robert Greene</u>	<u>Teacher</u>	<u>Yes</u>	<u>6</u>	<u>01-7220-0-15-1110-1000-000-0525-000</u>
		No		

****IF A SUBSTITUTE IS NEEDED, SEND A COPY OF THIS FORM TO PERSONNEL, BOX 770** Additional Attendees Attached

Approvals:

Principal/Department Head Signature & Print Name _____ Date 2/16/16

Cabinet Level or Designee Signature _____ Date 2/12/16

Chief Business Officer Signature _____ Date 2/19/16

Superintendent or Designee Signature _____ Date _____

District cost for all attendees (estimate)

Registration Fee *** _____

Meals included? B L D

Lodging _____

Transportation _____

Meals _____

Other _____

TOTAL _____

Categorical Budget Code(s): _____ \$ _____

General Fund/Unrestricted _____ \$ _____

***If any meals are included in the cost of registration, how many of each: Breakfast _____ Lunch _____ Dinner _____

Prepayment Requested: All checks will be sent to the site/department unless prior arrangements have been made (with AP) to pick up check

	Requisition #	Dollar Amount
Registration Fee	Note: No cost to District	_____
Hotel	_____	_____
Airfare ****	_____	_____
Car Rental ****	_____	_____

**** If airfare or car rental is requested, send a copy of this form to Purchasing, Box 830



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item No. 8.1i

Meeting Date: March 3, 2016

Subject: Approve Resolution No. 2871: Delegating Duty to Accept Bids and Award Construction Contracts

- 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: Approve and adopt Resolution No. 2871: Delegating Duty to Accept Bids and Award Construction Contracts.

Background/Rationale: The District opens bids for various school construction, modernization and deferred maintenance projects including projects at Washington Elementary, William Land Elementary, Theodore Judah Elementary, various ERP projects, CSR projects and any other projects the Superintendent deems vital to the District to complete. Since the Governing Board's meeting schedule may not be complementary with the bid opening dates and delaying the award until the next available meeting date would cause unnecessary project delay, staff recommends that the Governing Board delegate to the Superintendent or designee the authority to accept bids meeting Public Contract and Education Code requirements for these projects, execute the contracts, and commence work without the Governing Board taking formal action on any such contracts. This practice has become a normal business process and has been approved by the Board in prior years. The effective dates of this Resolution are March 3 through August 31, 2016. This Resolution will only be used if approval by the Board at a Board meeting will delay the start of a project.

Financial Considerations: N/A

LCAP Goal (s): Family and Community Engagement; Safe, Clean and Healthy Schools

Documents Attached:

1. Resolution No. 2871

Estimated Time of Presentation: N/A

Submitted by: José L. Banda, Superintendent
Cathy Allen, Chief Operations Officer

Approved by: José L. Banda

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Resolution No.2871

BEFORE THE GOVERNING BOARD OF THE
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

**RESOLUTION DELEGATING DUTY TO ACCEPT BIDS
AND AWARD CONSTRUCTION CONTRACTS**

WHEREAS, the Sacramento City Unified School District accepts bids and awards prime contracts for construction, modernization and deferred maintenance; and

WHEREAS, time is of the essence in accepting bids, awarding the contract and completing work on the school projects, or rejecting bids as appropriate; and

WHEREAS, regular meetings of the Board of Education may not be held on a schedule consistent with the bid opening dates for these projects;

BE IT RESOLVED THAT the Superintendent or his designee is delegated the authority to act on behalf of the Board of Education to award and execute prime contracts to bidders meeting Public Contract and Education Code requirements, or reject bids as appropriate; and

BE IT FURTHER RESOLVED THAT should any bidder exceed the estimated cost for that prime contract, the Superintendent or designee may award and execute the contract for that work if the Superintendent or designee consults with the Chief Operations Officer, Facilities Support Services and determines that the bid should be accepted rather than rebidding the contract; and

BE IT FURTHER RESOLVED THAT any and all contracts entered into on behalf of the District pursuant to this resolution shall be reported to the board at the next regularly scheduled meeting following execution.

BE IT FURTHER RESOLVED THAT this Resolution is in effect March 3, 2016 through August 31, 2016.

State of California)
County of Sacramento)

PASSED and ADOPTED this 3rd day of March, 2016, by the Board of Education of the Sacramento City Unified School District, State of California, by the following vote;

Ayes:
Noes:
Absent:

ATTESTED TO:

Christina Pritchett, Board President

Date: _____

José L. Banda, Clerk of the Board



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 8.1j

Meeting Date: March 3, 2016

Subject: Approve Resolution No. 2873: Recognition of National School Social Worker Week, March 6-12, 2016.

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

Division: Student Support and Health Services

Recommendation: Approve Resolution No. 2873: Recognition of National School Social Worker Week, March 6-12, 2016.

Background/Rationale: National School Social Worker Week, March 6-12, 2016 is a time to honor the essential role school social workers play in student success. The Sacramento City Unified School District celebrates school social workers who establish relationships between schools, families and communities and help to remove barriers to positive outcomes in schools.

Financial Considerations: N/A

LCAP Goal(s): Safe, Clean, and Healthy Schools; Family and Community Engagement

Documents Attached:

1. Resolution No. 2873

<p>Estimated Time of Presentation: N/A</p> <p>Submitted by: Victoria Flores, Director Student Support and Health Services</p> <p>Approved by: Lisa Allen, Deputy Superintendent</p>
--

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

RESOLUTION NO. 2873

“Recognition of National School Social Work Week, March 6- 12, 2016”

WHEREAS, March 6-12, 2016 has been designated as National School Social Work Week;
and

WHEREAS, school social workers serve as vital members of a school educational team, playing a central role in creating a positive school climate and vital partnerships between the home, school, and community to ensure student academic success; and

WHEREAS, school social workers are especially skilled in providing services to students who face serious challenges to school success, including poverty, disability, discrimination, abuse, bullying, loss and other barriers to learning; and

WHEREAS, school social workers coordinate the implementation of the school and community programs that promote positive discipline, and regularly assist and train school personnel in promoting positive behaviors and preventing negative behaviors that escalate into disproportionate disciplinary outcomes and responses; and

WHEREAS, school social workers provide mental health services to address the emotional, physical, and environmental needs of students so that they may achieve behavioral and academic success; and

NOW, THEREFORE, BE IT RESOLVED that the Sacramento City Unified School District Board of Education promotes and celebrates the vital role school social workers play in helping students prepare for their futures as productive citizens and recognizes the importance of “School Social Work Week, March 6-12, 2016.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 3rd day of March, 2016, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

Christina Pritchett
President of the Board of Education

ATTESTED TO:

José L. Banda
Secretary of the Board of Education



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 8.1k

Meeting Date: March 3, 2016

Subject: Election of Delegates to the California School Boards Association (CSBA) Delegate Assembly, Subregion 6-B (Sacramento County)

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

Department: Superintendent's Office

Recommendation: Approve election of delegates to fill vacancies in Subregion 6-B (Sacramento County) CSBA Delegate Assembly as recommended by the Board of Education.

Background/Rationale: The California School Boards Association (CSBA) Delegate Assembly is the policy-making body of the association. Delegates adopt the association's legislative platform, take positions on other critical issues that may come before it, elect the officers and directors, and adopt bylaw changes. Delegates also serve as a two-way communication link between the board members in the region and the regional director, and play an important role in fostering collegiality within their region. This year there are three vacancies for Subregion 6-B and there are four candidates. The three candidates recommended by Executive Committee are Craig DeLuz (Robla SD), Patrick Maple (Galt Joint Union HSD), and Teresa A. Stanley (Folsom-Cordova USD). The fourth candidate not recommended is James Hendricks (Arcohe Union SD). The official ballot must be submitted to CSBA on or before Monday, March 15, 2016. No exceptions are allowed.

Financial Considerations: None

LCAP Goal(s): Family and Community Engagement

Documents Attached:

1. Official CSBA 2016 Delegate Assembly Ballot
2. Candidates' CSBA 2016 Delegate Assembly Biographical Sketch Forms

Estimated Time of Presentation: n/a
Submitted by: José L. Banda, Superintendent
Approved by: n/a

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office no later than **TUESDAY, MARCH 15, 2016**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box.
A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.

OFFICIAL 2016 DELEGATE ASSEMBLY BALLOT
SUBREGION 6-B
(Sacramento County)

Number of vacancies: 3 (Vote for no more than 3 candidates)

Delegates will serve two-year terms beginning April 1, 2016 – March 31, 2018

**denotes incumbent*

- Craig DeLuz (Robla SD)*
- James Hendricks (Arcohe Union USD)
- Patrick Maple (Galt Joint Union HSD)
- Teresa A. Stanley (Folsom-Cordova USD)*

Provision for Write-in Candidate Name

School District

Signature of Superintendent or Board Clerk

Title

School District/COE Name

Date of Board Action

See reverse side for a current list of all Delegates in your Region.

2016 Delegate Assembly Candidate Biographical Sketch Form

DUE: Thursday, January 7, 2016

Mail to: CSBA | Attn: Leadership Services | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 |
 or email: nominations@csba.org.

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will **not** be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Leadership Services department. Late submissions will not be accepted. If you have any questions, please contact Leadership Services department at (800) 266-3382.

Name: <u>Craig DeLuz</u>	CSBA Region-subregion #: <u>6B</u>
District or COE Name: <u>Robla ESD</u>	Years on board: <u>10</u>
Profession: <u>Communications Consultant</u> Contact Number: <u>916-595-0264</u>	E-mail: <u>craig@usmediagroup.net</u>
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate? <u>2 years</u>	

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

It is my desire to see CSBA become the leading advocate for public school education in California. This will occur only if leadership is completely bought into this a significant part of our mission. Thus, I would like to help chose these leaders.

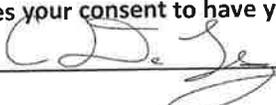
Please describe your activities and involvement on your local board, community, and/or CSBA.

Board President 6 of 11 years on the board, Sacramento County School Boards Association representative, Delegate Assembly, President's Coucil & LCFF Working Group.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

The greatest challenge facing governing boards is adapting to the rapidly changing educational environment (ie. LCFF and Common Core Implimnetation. CSBA can help us address this challenge by making sure we have access to policy makers and information related to them.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: 

Date: 1/6/2016

2016 Delegate Assembly Candidate Biographical Sketch Form

DUE: Thursday, January 7, 2016

Mail to: CSBA | Attn: Leadership Services | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 |
or email: nominations@csba.org.

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will not be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Leadership Services department. Late submissions will not be accepted. If you have any questions, please contact Leadership Services department at (800) 266-3382.

Name: Patrick W Maple

CSBA Region-subregion #: 6-B

District or COE Name: Galt Joint Union HS District Years on board: 8 and 1

Profession: Contractor Contact Number: 209-470-5020 E-mail: RoofRangers@hotmail.com

Are you a continuing Delegate? No If yes, how long have you served as a Delegate?

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. I have served in two separate school districts for over 15 years. I have seen a steady decline in the values taught to our children in such areas as work, education and family. We are failing to teach our kids HOW to work, HOW to get jobs and HOW to survive in the workplace and society. We teach them HOW to play games, sports and learn but not how to be a productive citizen. That has to change! I am a business owner, Veteran, father, grandfather, coach (40 yrs) and person who is truly interested in the welfare of our youth...that is what I bring to the table.

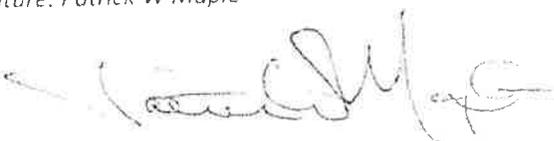
Please describe your activities and involvement on your local board, community, and/or CSBA. I am an outside-of-the box thinker. I work with and mentor many coaches, businesses, parents and children. I am involved with many clubs and social service organizations.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it? Ineptitude at the local and state levels. Too many people want to "help" until they find out the amount of work and time it takes to properly run a business (schools are businesses). Everyone wants to take the easy way out. Students are being pushed forward even though they are not prepared for the next level. CSBA needs to get tough on the State and demand better conditions and funding. There needs to be more said to the public and parents about the state of our education system. CSBA needs to get tough on schools. We are not preparing out students for the future.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Patrick W Maple

Date: 12-25-2015



12-25-2015

Patrick Maple, Galt Joint Union High School District Trustee

Business Owner

- Roof Rangers 33 years
- Maple Leaf Farms 12 years
- Huisman Ranch 6 years

Husband/Father/Grandfather

- Married to Christine for 44 years
- Father to Maggie, Bo and Hudson. All Galt High School grads. All business owners
- Grandfather to Robert 11, Jonathan 8, Lyla 5 and Kamren 1 1/2

Education

- Lodi High School graduate Class of 1969
- Member of the Lodi Sports Hall Of Fame
- Attended The university of Arkansas 1969-1970
- Graduate of Sacramento State University with a Bachelors in Communications 1977
- Master's Program 1977-1979
- MANY CSBA Courses and Seminars

Military

- Veteran U.S. Army
- Non Commissioned officer Rank Sergeant
- Three Leadership Schools
- Battalion NCOIC Nuclear Weapons
- Served with my two brothers Bobby and Kelly

Coaching

- Started Morada Mini Subs swim team at age 17
- 16 years as swimming coach ages 4 to collage level
- 16 Years as baseball Coach ages 4 to 18 year olds
- 4 Years Landmark Education Leadership

School Boards

- Arcohe PTA Secretary and President 1988-1992
- Arcohe Unified School District Board 1992-1998
- Galt Joint Union High School District Board 1998-2007

Community Involvement

- Provided Grange dinners 4 times per year for the past 8 years
- Barnyard Olympics 1988-2004
- Herald Day 1988-2014
- Many local charities

2016 Delegate Assembly Candidate Biographical Sketch Form

DUE: Thursday, January 7, 2016

Mail to: CSBA | Attn: Leadership Services | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 |
or email: nominations@csba.org.

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will **not** be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Leadership Services department. Late submissions will not be accepted. If you have any questions, please contact Leadership Services department at (800) 266-3382.

Name: <u>Teresa A. Stanley</u>	CSBA Region-subregion #: <u>6</u>
District or COE Name: <u>Folsom Cordova Unified School District</u>	Years on board: <u>19</u>
Profession: <u>Business Owner</u> Contact Number: <u>916-353-0112</u>	E-mail: <u>tstanley@fcusd.org</u>
Are you a continuing Delegate? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, how long have you served as a Delegate? <u>17</u>	

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

- 1)) Gaining local control of resources and decision-making for districts: this is important because so many of the decisions for our local districts are made at the state and national level. While we applaud the new local control funding, districts must be vigilant to ensure that new funds do not bring new state mandates. The inclination of the legislature will be to put their moniker on their special interest programs. Those elected for the school boards need to be the ones to make those decisions.
- 2) Achieving funding that meets the needs of the students of California. There is no board member who does not understand the importance of this policy to the Association and districts statewide. We cannot allow the governor and legislature to congratulate themselves on school funding while we are still not even back to funding levels of six years ago, nor while we are funded lower than most other states in the nation!
- 3) Expanding opportunities for students that meet their need for success in a technological, globally connected society.

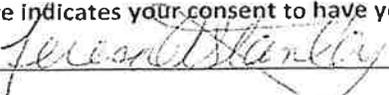
Please describe your activities and involvement on your local board, community, and/or CSBA.

For 20+ years, I have been involved with local chambers of commerce, promoting educational interests and seeking partnership opportunities. I participate on the Folsom Chamber of Commerce Governmental Affairs Committee. I regularly meet with legislators and legislative staff (both state and federal representatives). I have participated for years in regular meetings between district board/staff and city councilmembers/staff, community college representatives, and recreation/parks personnel. I formed and served on a partnership for joint-use facilities to be shared by city, college, district and community members. I have been a board liaison to curriculum advisory committees. I have contributed to local newspapers on education-related matters. I am a former youth sports coach, girl scout leader, and religious educator. I have been a career day participant and speaker, have volunteered for mock trial and peer court preparation, and have served as a reviewer/judge for senior projects. I regularly participate in school reading days and youth sports.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

The biggest challenge currently is preparing districts for success following the revamp of standards, delivery mechanisms, testing, funding, and now the ESSA. For those of us integrating math and perhaps science programs, this is another layer or complexity that will require professional development. Boards need to ensure that the resources are available and effective in implementing all of these new things that are good for students, but will surely create challenges for those at the district level and in the classrooms. For boards that will require an understanding of what resources and professional development are needed, and the different ways it can be funded. CSBA can educate boards to provide a high-level understanding of the changes, to provide an understanding of what is needed for effective implementation, and to provide an array of resources that will make that implementation possible.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: 

Date: 12/10/15

2016 Delegate Assembly Candidate Biographical Sketch Form

DUE: Thursday, January 7, 2016

Mail to: CSBA | Attn: Leadership Services | 3251 Beacon Blvd., West Sacramento, CA 95691 | fax: (916) 371-3407 |
or email: nominations@csba.org.

Please complete, sign and date this required one-page candidate biographical sketch form. An optional, one-page, single-sided, résumé may also be submitted; both will be copied exactly as received. Please do not state "see résumé" and please do not re-type this form. Any additional page(s) exceeding this one-page candidate form will **not** be accepted. It is the candidate's responsibility to confirm that all nomination materials have been received by the CSBA Leadership Services department. Late submissions will not be accepted. If you have any questions, please contact Leadership Services department at (800) 266-3382.

Name: <u>James Hendricks</u>	CSBA Region-subregion #: <u>6</u>
District or COE Name: <u>ARCCH</u>	Years on board: <u>1</u>
Profession: <u>Retired</u>	Contact Number: <u>(209) 327-1548</u> E-mail: <u>jshendricks@bigdab.net</u>
Are you a continuing Delegate? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, how long have you served as a Delegate? _____	

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

As a recently elected board member, I would like to gain more practical knowledge about the CSBA and the best way to gain knowledge is to actively participate. During my career I had the opportunity to participate on several committees and was always able to effectively communicate with others and find the common ground necessary to achieve the goals that were established.

Please describe your activities and involvement on your local board, community, and/or CSBA.

Served two terms on the School Site Council.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

As a new board member, the biggest challenge I face is a lack of historical knowledge on how the educational system got to where it is today. The establishment of an on line course by CSBA would be helpful so myself and others like me can better understand why the educational system is the way it is and we could avoid the mistakes of the past.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: James Hendricks

Date: 12/18/2015



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 8.11

Meeting Date: March 3, 2016

Subject: Approve Minutes of the February 4, 2016, Board of Education Meeting

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

Division: Superintendent's Office

Recommendation: Approve Minutes of the February 4, 2016, Board of Education Meeting.

Background/Rationale: None

Financial Considerations: None

LCAP Goal(s): Family and Community Engagement

Documents Attached:

1. Minutes of the February 4, 2016, Board of Education Regular Meeting

<p>Estimated Time of Presentation: N/A</p> <p>Submitted by: José L. Banda, Superintendent</p> <p>Approved by: N/A</p>
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Putting
Children
First

Sacramento City Unified School District BOARD OF EDUCATION MEETING AND WORKSHOP

Board of Education Members

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

Thursday, February 4, 2016

4:30 p.m. Closed Session

6:30 p.m. Open Session

Serna Center

Community Conference Rooms

5735 47th Avenue

Sacramento, CA 95824

MINUTES

2015/16-15

1.0 OPEN SESSION / CALL TO ORDER / ROLL CALL

The meeting was called to order at 4:38 p.m. by President Pritchett, and roll was taken.

Members Present:

President Christina Pritchett
Second Vice Jessie Ryan
Ellen Cochrane
Darrel Woo

Members Absent:

Vice President Jay Hansen (arrived at 4:50 p.m.)
Gustavo Arroyo (arrived at 5:10 p.m.)
Diana Rodriguez (arrived at 5:45 p.m.)

A quorum was reached.

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

No Public Comment was requested on Closed Session items, and the Board retired to 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:

(Board Minutes, February 4, 2016)

- a) Existing litigation pursuant to subdivision (a) of Government Code section 54956.9 (OAH Case No. 2015090053 and OAH Case No. 2015090559)
 - b) Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9
 - c) Initiation of litigation pursuant to subdivision (d)(4) of Government Code section 54956.9
- 3.2 Government Code 54957.6 (a) and (b) Negotiations/Collective Bargaining CSA, SCTA, SEIU, Teamsters, UPE, Unrepresented Management
- 3.3 Government Code 54957 – Public Employee Discipline/Dismissal/Release/Reassignment
- 3.4 Government Code 54957 - Public Employee Performance Evaluation:
- a) Superintendent
- 3.5 Education Code section 35146 – The Board will hear staff recommendations on the following student expulsions:
- a) Expulsion #2, 2015-16
 - b) Expulsion #3, 2015-16

4.0 CALL BACK TO ORDER/PLEDGE OF ALLEGIANCE

The meeting was called back to order at 7:01 p.m. by President Pritchett.

Members Present:

President Christina Pritchett

Vice President Jay Hansen

Second Vice President Jessie Ryan

Gustavo Arroyo

Ellen Cochrane

Diana Rodriguez

Darrel Woo

Student Member Elizabeth Barry

The Pledge of Allegiance was led by the C. K. McClatchy High School Air Force Junior Reserve Officers' Training Corps. A Certificate of Appreciation was presented by Vice President Hansen.

5.0 ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

Counsel Jerry Behrens announced, that by a vote of 5-0 with Board Members Arroyo and Rodriguez absent, the Board approved a Special Education matter, OAH Case No. 2015090053 and 2015090059.

6.0 AGENDA ADOPTION

President Pritchett asked for a motion to adopt the agenda. A motion was made to approve by Second Vice President Ryan and seconded by Vice President Hansen. The Board voted unanimously to adopt

the agenda.

7.0 SPECIAL PRESENTATION

7.1 Approve Resolution No. 2867: Recognition of High School Voter Weeks, April 18 – 29, 2016 (José L. Banda)

Superintendent Banda introduced and explained the resolution. He invited Mr. Carlos Alcala to speak. He spoke about the low voter rates of people under age 25 and some of the positive steps being taken by some high schools to improve this.

The following speakers spoke about, and in favor of, Resolution No. 2867:

Norma Alcala

Maria Grihalva

Arturo Aleman

Superintendent Banda read the resolution.

Board Member Comments:

Member Woo thanked Mr. and Mrs. Alcala, Ms. Grihalva, and Mr. Aleman for being at the meeting. He noted that he was in a meeting last week with Sacramento County. They now have a student poll worker program for those of at least 16 years of age with a GPA of 2.5 or better, able to read and write English, and able to attend a two and a half hour mandatory training. They must be available to work from 6:00 a.m. to 10:00 p.m. on election day, be reachable by phone, and have transportation. They can earn \$145. If they work at the polls, they are automatically registered to vote when they turn 18. He has the application and would like it to be added to the District website.

Member Rodriguez welcomed and thanked those that came. She supports the resolution, but mentioned that students also must be properly educated in being civically engaged. Therefore, she feels that much more work needs to be done, but that this is a great step. Another key point is that we need to reach out to parents and get them to register to vote and also to get them to take their children to the polls to show them that voting is important and makes a difference.

Vice President Hansen thanked all who brought this forward. He feels this is very important and something that we should absolutely work on, especially in an election year.

Second Vice President Ryan thanked the speakers for coming tonight and for their tireless efforts to ensure that we are empowering our young people to become civically engaged. She started campaigning at the age of five and so has understood the power of a vote from a very young age. She noted that Secretary of State Padilla has been a champion in these efforts. There is currently an Assembly Constitutional Amendment (ACA) moving through the Assembly with Assemblymember Lorena Gonzalez that would essentially empower 16 year olds to have the ability to vote for their school board and college board trustees. This recognizes that perhaps there is no other place that they can make an impact that is so direct to their lives and the lives of their peers.

Student Member Barry said that she is of course in full support of this resolution as she is all about student and youth voice. She said sometimes students think that no one cares about what they think because they are under 18, so she feels it would be great if the District does show support for students. She does plan to vote, and if we, as a District, support student voice, then we should definitely support this.

Member Arroyo commended Mr. Aleman who has supported this work for years in Sacramento, Yolo County, and at the State level. It highlights the need for this program when we consider that about eight percent of voters in the last election were voters under age 24. Researchers point out that the percentage will shrink to about six percent by 2040. Therefore he is hoping that these types of initiatives will take hold and start to change those trends. Member Arroyo said thank you and that he looks forward to doing more work with them on this.

President Pritchett said she appreciates the work that the speakers do with our students, and she thanked them. She feels it is important that we educate our youth about politics, and she feels our schools are not currently doing enough. She would like to see our high schools conduct mock elections on education and have the importance of voting included. Vice President Hansen has done something similar at C. K. McClatchy High School, and she challenged Board members to move forward with this idea.

Member Rodriguez moved Resolution No. 2867 for approval. The motion was seconded by Member Woo. The motion was approved unanimously. The Superintendent and Board then presented Mr. Alcalá with a framed copy of the resolution.

7.2 Approve Resolution No. 2869: Recognition of National No One Eats Alone Day (Jessie Ryan)

Second Vice President Ryan explained the resolution, National No One Eats Alone Day, and the founding organization, Beyond Differences. We started with one school participating in National No One Eats Alone Day last year, and now we have all middle and several elementary schools participating this year through the leadership of Coordinator Jessica Wharton. Second Vice President Ryan then read the resolution. She asked Ms. Wharton and Martin Luther King, Jr., K-8 School Principal Denise Lambert to come forward to speak about this year's activities.

Public Comment:

Angie Sutherland, a parent at Hollywood Park Elementary School, thanked Second Vice President Ryan and all schools that are embracing No One Eats Alone Day. She spoke about the importance of inclusion of all students. She also spoke about the positive influence of Social Emotional Learning (SEL) and said that she hopes it also continues to expand to more schools.

Grace Trujillo said that she always tries to help at her son's new school, Kit Carson Middle School. She spoke about the importance of SEL.

Board Member Comments:

Member Rodriguez thanked Second Vice President Ryan for bringing this resolution forward again. She also noted how it is not always easy to be the new student at a school. If children do not feel accepted at school they are not going to perform to their academic potential.

Member Woo thanked Principal Lambert for taking the initiative to work and re-enforce this as a day-to-day action with the children at her school. Hopefully this will spread out to all students. He also thanked Ms. Wharton for what she does. She is the heart and soul of our anti-bullying program. Lastly he thanked Second Vice President Ryan for bringing forth this resolution once again. He moved that the resolution be approved.

Student Member Barry said that this is more about making friends and making sure that everyone is included. She noted that sometimes bullying does not include physical or verbal aspects but can include isolation and making someone feel all alone. She spoke about the Brave Society and the week of acts of kindness which

was observed at her school. She felt it was very powerful, and she likes the idea of this resolution. She suggested the Board members have the Brave Society come to their schools.

Second Vice President Ryan thanked Student Member Barry for her comments. It is important to recognize that bullying includes sitting by and watching bullying happen while doing nothing about it. It is important for mentors, leaders, and adults to share their experiences. Second Vice President Ryan then read a list of the schools participating in No One Eats Alone Day.

President Pritchett noted that Member Woo motioned to approve the resolution and asked for a second. The motion was seconded by Second Vice President Ryan and passed unanimously.

Certificates of Appreciation were presented to the Principals of participating schools.

8.0 PUBLIC COMMENT

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

Public Comment:

Rachel Howes has a concern that the District did not communicate requirements of the new law SB277 regarding vaccinations. She asked the Board to petition the legislature to postpone the implementation date so that parents can be better notified.

Dawn Michelle LaPolle also has concerns about SB277 and the lack of communication on this law. As the deadline has passed, parents no longer have the opportunity to file a vaccination exemption for personal or religious beliefs, so she also asked the Board to ask the legislature to postpone implementation and to have this matter on the next agenda.

Gladys Mitchell spoke as an advocate for Sacramento High School and asked about equity for facilities. Michael Lorente, Physical Education teacher, Athletic Director, and boys' basketball coach at PS7 School, thanked the Board, District staff, and Robert Fong for the collaboration that has happened this year. This year PS7 had a boys and girls basketball program for the first time. He spoke about their experiences.

LaShanya Breazell gave an update on the Black Parallel School Board. She reported that they will be hosting a workshop on how to make your home education friendly on February 13th at 4:00 p.m. at the Fruit Ridge Elementary School office. On February 22nd for National African American Parent Involvement Day they ask that all parents participate in taking their children to school. She asked the Board to help by inviting parents of African descent to their schools with open arms. She lastly asked the District to provide Chromebooks for young students that are having difficulty taking the California State test.

Member Rodriguez said she likes the February 13th topic and asked Ms. Breazell to e-mail all Board members with information.

Angie Sutherland thanked the Board for having childcare available this evening. She wanted to know what the District definition is of equity and if there is a policy on equity. She also asked what are the equity efforts, programs, and how does the community get involved. She asked if the definition includes

students with disabilities. She noted that there are over 6,500 students in the District with

Individualized Education Programs (IEPs). Lastly she said she was also not in favor of SB277 and that we should have notified families of the exemption.

Grace Trujillo also agrees that parents should have been notified about SB277. She spoke about the Sarbanes/Oxley Act and about benefits.

Terrence Gladney, a parent at John Cabrillo Elementary School and John F. Kennedy High School, spoke about the Black History Month post on the District website. He asked the Board to remember that the goal should always be to do what is best for students. He has concerns that Black History is just a footnote in our schools. He spoke about the concurrent enrollment agreement that exists between Los Rios Community College District and our District. He suggested getting kids engaged in Black History and/or Ethnic Studies through this agreement.

Member Cochrane informed the Board that an attempted firing of the first Black principal in the District was led by East Sacramento residents, which is part of her trustee area. She is so glad that things have changed in the country, but stated that we have a long way to go. She appreciates Mr. Gladney's words and concurs that teachers and schools can change lives.

Monica Lopez-Curiel, a Senior at Luther Burbank High School, asked the Board for more Spanish teachers. She stated that half of her school speaks Spanish and that most struggle to learn English. She asked for more teachers to help the students learn English. She said that she has two languages, which is an advantage, but still she sometimes struggles. Therefore she imagines how difficult it must be for her peers that have only one language.

Member Rodriguez thanked Ms. Lopez-Curiel and gave her a business card so that they can discuss this matter later. She stated that there is a lot to celebrate because there are a variety of languages spoken at Luther Burbank High School; it is one of the key strengths of the school.

9.0 CONSENT AGENDA

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

9.1 Items Subject or Not Subject to Closed Session:

- 9.1a Approve Grants, Entitlements and Other Income Agreements, Ratification of Other Agreements, Approval of Bid Awards, Change Notices and Notices of Completion (Gerardo Castillo, CPA)*
- 9.1b Approve Personnel Transactions (Cancy McArn)*
- 9.1c Approve Sutter Middle School Field Trip to Ashland, Oregon from March 1 through March 3, 2016 (Lisa Allen and Olga Simms)*
- 9.1d Approve Albert Einstein Middle School Field Trip to Washington, D.C. from March 7 through March 11, 2016 (Lisa Allen and Olga Simms)*
- 9.1e Approve Staff Recommendations for Expulsion #2 and #3, 2015-16 (Lisa Allen and Stephan Brown)*
- 9.1f Approve Appointment of Bond Oversight Committee Members (Cathy Allen)*

9.1g Approve Resolution No. 2868: Resolution Regarding Board Stipends
(Christina Pritchett)

9.1h Approve Minutes of the January 7, 2016, Board of Education Meeting
(José L. Banda)

Public Comment:

Terrence Gladney spoke on Item 9.1f. He noted that the applicants have specialized knowledge and experience and said he has spoken to the Board before about leveraging our community resources, particularly with the Bond Oversight Committee (BOC). He suggested giving them a little more ability to impact the outcomes.

President Pritchett asked for a motion to adopt the Consent Agenda. A motion was made to approve by Member Woo and seconded by Vice President Hansen. The Board voted unanimously to adopt the agenda with Member Arroyo and Member Rodriguez away from the dais.

10.0 COMMUNICATIONS

10.1 Employee Organization Reports:

Information

- CSA – no report given.
- SCTA – President Nikki Milevsky reported on behalf of SCTA.
- SEIU – no report given.
- Teamsters – no report given.
- UPE – President Peter Lambert reported on behalf of UPE.

10.2 District Parent Advisory Committees:

Information

- Community Advisory Committee – Chair Angie Sutherland reported on behalf of CAC.
- District Advisory Council – no report given.
- District English Learner Advisory Committee – President Teresa Hernandez and Secretary Laura Rios reported on behalf of DELAC through a translator.
- Gifted and Talented Education Advisory Committee – no report given.
- Sacramento Council of Parent Teacher Association (PTA) – no report given.

Board Member Comments:

Member Cochrane requested that the Superintendent makes sure every school site has a duly appointed representative for the English language learners and that the principal be held responsible for securing this name in a timely fashion under the law. She asked Ms. Hernandez to tell her if this does not happen. She feels this should be done within two months. It may be that there are appointees, but the information is not being shared with DELAC. Member Cochrane then asked Ms. Hernandez if she is dissatisfied with the actual English Language learner programs at the school sites or with the way that the ELAC/DELAC is being run. Ms. Hernandez

said the problem is that the parents are not informed about ELAC and LCAP. Member Cochrane asked if Ms. Hernandez had a comment about English language learner instruction. She replied that she is not satisfied with the way students are receiving instruction. She feels the teachers and the District do not understand what an English learner is and referred to the Senior who spoke earlier from Luther Burbank High School; she is a parent there. She said many children are coming in with limited English and being placed in classes that are not appropriate for them. She suggested Board members come to the school unannounced to verify if the work is being done as it should be. Member Cochrane asked if Ms. Hernandez and Ms. Rios are speaking for themselves or if they represent the entire committee. Ms. Hernandez replied that this is their opinions. Member Cochrane asked them to go back to DELAC and get a solid vote so that the opinions can be presented as a united front. Ms. Hernandez said that they feel they are limited in their ability to obtain such a vote at the committee level. There are two present, but they are the voice of those that cannot speak. Member Cochrane said that she appreciates that and that they have come to speak tonight. She said that the District needs to look at the practices that are going on and how we work with English language learners; this should be a priority for the District. She is on the committee for DELAC as Board liaison, and she gave them her business card. She would like to work with them to improve the situation. She said we can improve communication and get meetings of DELAC and ELAC going, but this is a systemic change in the District that is going to be more difficult. Coming to the Board meeting to speak helps make the change, but it will not happen quickly. We need better representation and instruction for our English language learners. The Board will talk, and she is looking forward to working on this. Ms. Hernandez said that she does not want it to be that words go off to the wind but nothing actually gets done, and thank you.

Member Rodriguez welcomed the new Chair of DELAC and told her that once a month DELAC has an agenda space to come to the Board and talk about items of concern. She told the rest of the Board that she is highly concerned about what she is hearing tonight. The Board decided several months ago to dedicate our resources, time, and confidence into staff to use the body of DELAC to address the English language learner issue for the Local Control and Accountability Plan (LCAP). She grows concerned and disappointed that she is finding that the DELAC is not getting the information they request. She feels we need to resolve this by being honest and giving information to the body we have entrusted. Ms. Hernandez said she appreciates what Member Rodriguez is saying, but they heard they are going to be given information, but they have not received it.

Ms. Rios said that they do have an English language LCAP that was taken from the DELAC. So they do have parents serving on the LCAP, but on the English language LCAP. This is not necessarily in DELAC because it is a subcommittee. Last year they really advocated to have that, and so the English language LCAP is happening. Member Rodriguez asked if the English language LCAP is bringing information forward to the DELAC and having thorough discussions. Ms. Rios answered that they had DELAC representative chairs be part of the English language LCAP, and they decided to automatically put them into the English language LCAP. So they are currently serving there now. It is Ms. Hernandez, the Vice-Chair, and herself serving on this LCAP subcommittee. Member Rodriguez said that she assumes the reason they are coming forward to talk about information they need from individual school sites about the ELACs is because of this lack of representation to spread leadership throughout the DELAC. Ms. Rios said that it is very important to get the representatives from each ELAC, only because they want to make sure that they know what the DELAC is about and how important their input is to the LCAP. Eventually what will happen is that they are going report to the DELAC as they are doing with the LCAP. They have had some information, but not a full and complete list. They are grateful to

have been told honestly that the information has been sent out, but principals are not coming forward and supplying the information. At a meeting last week, it was said how they are a new DELAC Board and they want to make sure they have parent representation on the DELAC as it is very important to the new Board to make some kind of change. Ms. Rios understands that change will take place little by little as Member Cochrane said. The District and DELAC are not used to this. They would like to move quickly; they have no by-laws and the newly elected have received no training. They are asking for training to make sure that the District is building their capacity and to make sure they are doing things correctly. Member Rodriguez thanked them for coming tonight.

Superintendent Banda thanked Ms. Rios for her clarification because they have spent time meeting and listening. One of the requests made last year was to have an English language LCAP committee, therefore he is glad they clarified that was followed up on and that they are a part of that. What he is hearing is that the main concern is communication, getting the lists of who is involved on the ELACs at different sites. We will look into this and see how we can facilitate getting the lists. He is surprised, as the DELAC is not a new body, that there are no by-laws; we will look for that. Ms. Rios said they created a subcommittee for the by-laws at their last meeting. A member at that meeting reported that there were once by-laws, which they provided from many years ago. The DELAC has also been looking at other Districts for examples. Superintendent Banda said it is good that there are by-laws; we will update them. He also appreciates their comments about building capacity, and we will definitely look at that and how we can do some trainings so that they have the support and capacity to move the work forward. We will bring an update to the Board on this.

Member Arroyo commented on the list to be provided by the principals and said that in order to bring a broader diversity and representation from all the schools that have a significant number of English learners to the DELAC, the principals need to be given the importance of the ELACs and DELAC at the District level. He would like the DELAC to give a more specific request by identifying a staff person in the central office that is going to help the committee obtain the information. This person should be given a timeline as well.

10.3 Superintendent's Report (José L. Banda)

Information

Superintendent Banda noted that, according to the California Department of Education (CDE), this academic year there were 21,000 open teaching positions. And next year the state will need an additional 60,000 teachers if every district lowers class sizes to pre-recession levels. However state is issuing fewer than 15,000 new teaching credentials per year. We are also anticipating a wave of retirements in the coming years. And while there appears to be a recent increase in enrollment in credential programs, the increase still lags behind the need. He then spoke about three bills which address the upcoming statewide teacher shortage, Senate Bills 62, 915, and 933. The first would forgive student loans for teachers who spend at least four years at a hard-to-staff school. The second would re-establish the California Center on Teaching Careers to recruit prospective teachers, provide them with information, and connect them with jobs. The third would fund residency programs for new teachers where they would work alongside a mentor in a classroom while getting their credentials. Within our District, we need to increase our salary scale so that we are competitive with our neighbors. But in doing so, we have to make sure our finances are sustainable. Moving the start of school to August to align with neighboring districts would also help us compete. We are working hard to step up recruitment efforts and are using new strategies. An example of this is the first-ever teacher recruitment and orientation event that we held with Sacramento State in December. A second job fair with student teachers is planned for later this month that will include all Sacramento State student teachers

regardless of where they are doing their student teaching. We are offering open contracts to student teachers, are engaged in conversations with Sacramento State, the Sacramento County Office of Education, and Fortune Schools to implement Intern Cohorts. We are also recruiting teachers from out of state and from historically Black universities. We are working hard to retain new teachers by strengthening the new teacher support system in the District. We have quite a challenge ahead, but we are off to an early start, and the Board will be hearing more about what is happening at the next Board meeting.

10.4 President's Report (Christina Pritchett)

Information

President Pritchett reported that she attended a workshop at Alice Birney Waldorf-Inspired Elementary School with Member Woo. Assistant Superintendent Mary Hardin Young and principals from our Waldorf-inspired schools also attended. Many parents also attended, and many of these were from our newest Waldorf-inspired school, A. M. Winn Elementary and Middle School. The focus of the workshop was on the benefits of Waldorf-inspired schools and comparison to other District schools. President Pritchett provided each Board member with a copy of the summary report which she has available for anyone else who wants it. She also attended Cash for College night at Rosemont High School. It was put on by Assemblymember Ken Cooley and Rosemont High School staff. There were over 100 families filling out the Free Application for Federal Student Aid (FASFA) for their students. This was the largest turn out for this event at the high school ever. Last week she attended the State of the City address; she shared some topics from that evening which Mayor Kevin Johnson went over. There is hope to bring a University of California, Davis campus to Sacramento. This gives students more college choices closer to home. There are also a few large companies planting roots here in Sacramento. This gives her hope that students will have more choices and internships in high tech careers and medical research fields. Lastly, President Pritchett reported that many schools are hosting upcoming crab feeds, including George Washington Carver and Rosemont High Schools, February 12th and in April, respectively.

10.5 Student Member Report (Elizabeth Barry)

Information

Student Member Barry noted that Superintendent Banda reported only 11 percent of students plan to be teachers. She feels that all districts in the country need to value and pay teachers more. She spoke about how much extra time teachers work without pay. She also reported that there will be a rally at West Campus High School on February 12th and invited everyone to come. It starts at 11:00 a.m., and the theme is mythology.

10.6 Information Sharing By Board Members

Information

Member Cochrane shared that Dr. Rogers came to Tahoe Elementary School for a parent involvement meeting about the Strategic Plan. More than 20 people attended. She also reported that the Globe Theater is working at David Lubin Elementary School. Shakespearean actors came last semester and will come again this semester. A program is being developed so that teachers will get training scholarships to be trained on site by professional actors from the Globe in London, England. On March 15th there will be a pilot program put on by the Family and Community Engagement section. The goal is to bring together neighborhood associations, parents, and teachers to share best practices. A couple months ago, we had 40 open teaching positions. Member Cochrane congratulated Chief Human Resources Officer Cancy McArn and her team for reducing that number down to about 27. She went on to note that school tours are coming up, so parents should check the website for information on dates. She also asked Ms. McArn to announce the job fair. Ms. McArn said that the date and time is February 19th from 2:00 to 5:00 p.m. in the community center.

Member Cochrane said anyone with a bachelor's degree or in a teacher preparation program interested in teaching should come. She also provided each Board member with folders prepared by Human Resources containing information on how to become a credentialed teacher in the District and asked that they provide the information to any one that may potentially become a teacher.

Member Woo also reminded that this is crab season and announced that this Saturday the School of Engineering and Sciences is having a crab feed for their robotics program and John F. Kennedy High School as well for the Program in America and California Explorations (PACE). He feels part of the problem, recognizing Student Member Barry's pay for teachers comments, is that the California School Board Association (CSBA) has identified that in order to stay close to Proposition 98 requirements we are, on average, about 30 billion dollars a year short for education throughout the state. Member Woo, a member of the board of directors of CSBA, said that they are having a legislative action day on March 15th. He will be trained on how to educate our legislators on how to give up more money for schools. Lastly he announced that the 16th annual Cesar Chavez Youth Leadership Conference will be held April 9th at the University of California, Davis from 8:00 a.m. to 3:00 p.m. We will post the flyer on our website.

Second Vice President Ryan noted Student Member Barry's comments on the importance of valuing teachers and commended Superintendent Banda for talking about some of the current legislation designed to address the teacher crisis. As Policy Committee Chair, she hopes to make recommendations around supporting that legislation and feels we have a good opportunity to be vocal in advocating for things like the Apple grant. She then shared work she participated in at Pacific Elementary School last week-end. Shortly after planting an orchard, vandals came in and ripped it out. Afterward three thousand dollars was raised to rebuild, and over 100 volunteers showed up to help do that last week-end. She also shared that she co-hosted a pathways to college event along with Councilmember Eric Guerra and Assemblymember Kevin McCarty that was attended by a couple hundred students from throughout the area. She delivered a workshop on building a college going culture. She will take the presentation on the road to surrounding schools as part of her day job. She also pointed out that Dr. Al Rogers was wonderful in co-hosting a Strategic Plan meeting at Father Keith B. Kenny K-8 School. There was a small audience, but a good conversation was had surrounding the vision for the District moving forward. Finally, she expressed her support and approval of the childcare and translation services being provided tonight. She also invited all to a briefing she will be holding at the State Capitol on February 9th from 10:00 to 11:30 a.m. called Access Denied.

Member Arroyo announced that the Steps to College fair is coming up this Saturday from 8:00 a.m. to 3:00 p.m. This event is in its fifth year and is a partnership between the Council General of Mexico, the Department of Education, University of California, Davis, Cien Amigos, and the California Student Aid Commission. It will be held at the Council General's office in Natomas, 2093 Arena Boulevard in Sacramento. Families and students will learn about universities, admissions, and how to apply for financial aid. The Council General and Cien Amigos have put together almost \$200,000 per year in scholarships. Member Arroyo thanked Superintendent Banda and staff for committing to provide buses for ten different schools that will be participating. There should be about 400 students from our District participating.

Member Rodriguez said she cannot make the Steps to College fair, but hopes someone else from the Board in addition to Member Arroyo can. She reported that she and the Superintendent joined in at Rosa Parks K-8 School for a day of service on January 18th. She will present on what a school board does and how to advocate to the Latina Youth Leadership Institute this Saturday. Lastly, she spoke about a meeting she attended last night with the Superintendent and Member Woo at the Sacramento County Office of Education (SCOE). Last night's speaker at this continuous learning event was the Chief Executive Officer of the Fiscal Crisis and Management Assistance Team (FCMAT). They help districts that are in fiscal crisis. There was coverage on the sunset of Proposition 30 and also Proposition 98 and Cost-of-Living Adjustments (COLAs). These items were looked at in light of the fiscal climate. Member Rodriguez also discussed uncertainties

regarding CalSTRS and CalPERS. Some recommendations from the meeting were to do fewer things but better, select only those things that make the greatest impact on all students, and let go of those things that are not working for all students. We will have to show SCOE our success in closing the achievement gap and the increase in student achievement overall. As Chair of the Budget Committee she welcomes anyone to come and talk about this, and she will be posting an open meeting of the Budget Committee soon.

11.0 BOARD WORKSHOP/STRATEGIC PLAN AND OTHER INITIATIVES

11.1 Expanding Student Success: Before, After School and Summer Programming (Stacey Bell)

Information

Superintendent Banda said he is pleased to have such a wonderful Youth Development Department in the District. He is proud of the quality of service provided and the number of students that they serve in before and after school and summer programs. Director Stacey Bell began the program by covering the work and values of the Youth Development Department and then spoke about year 2020 priorities. Coordinator Monroe Howard then went over department structure which serves approximately 14,000 students, or one third of District students, every day. Coordinator Marcus Strother then spoke about their expanding student success campaign. A 15 minute video on the campaign was shown. Ms. Bell finished the presentation by going over District highlights and next steps.

Public Comment:

Derrell Roberts, of the Freedom School, thanked the Youth Development staff and Interim Deputy Superintendent Lisa Allen. He went over some history between the District and Freedom School and described what the Freedom School does.

Keith Herron, Executive Director and founder of the Target Excellence Program, spoke about the importance of the role that expanded learning plays.

Board Member Comments:

Vice President Hansen thanked the presenters for the work that they are doing. He pointed out to the Board that it is a disservice to those presenting when the Board spends time over that allotted in the agenda during Closed Session and on Board comments. He would have liked to spend more time on this Item, and so he asked that in the future we move Superintendent, Board, and Student Board Member comments to the end of the agenda. He then asked if the grants that fund this program are federal. Ms. Bell answered that there are state and federal grants with a total department budget of about \$12 million dollars. Vice President Hansen understands that California was granted a federal waiver on No Child Left Behind and asked if this impacts these programs that are for students in the low performing schools. Ms. Bell said that no, that is for Supplemental Educational Services (SES) programs. He was excited to hear Mr. Roberts' comments on the Freedom School work. He feels it is critical for us to diversify the ethnic make-up of teachers in the District and therefore will be supporting full funding for programs this year.

Second Vice President Ryan commended Ms. Bell and her team for their incredible work. She was able to visit Freedom School with Interim Deputy Superintendent Lisa Allen, and she noted that at the end of their six week program children demonstrated a five month increase in instructional reading on average. She strongly supports this program.

Member Cochrane said that she has taught extended day programs in the middle schools, and they are successful. She thanked Ms. Bell and Member Ryan. She asked Mr. Roberts for his contact information as she feels possible teaching candidates can be found among those teaching extended day.

Member Rodriguez asked how we ensure the quality of before and after school programs District-wide. Her personal experience has been that some programs are good and some are not. Ms. Bell replied that they have been working on this over the last five years; when they started this work there were lots of programs doing lots of different things, and they really wanted to have high quality programming. Amazing things were happening, but some of it was sporadic. So they have been building alignment over the last five years; they have an infrastructure of support at the District office. Mr. Strother said that they need to get principals to obtain an understanding of after school and regular day and how it makes sense. He and the area specialists have been having these conversations. Also, they created a walk-through form that allows them to be able to go in and quickly look at programs. Member Rodriguez asked if, as part of their quality checklist, they randomly pick parents and ask them about their satisfaction with the after school program. Mr. Strother said that they do survey parents. Mr. Howard added that for the last five years they have been a Dave and Lucile Packard grantee for their summer programming which came with a component of quality assurance. They therefore are required to do a comprehensive assessment of summer programming. This assessment has over 80 domains and multiple indicators of program quality and success. They have adapted that assessment to a smaller tool that they use in the expanded learning piece. They often share the information with program partners and have conversations about how to improve quality. If they find areas of concern, they have a system within their department where they utilize and work with the agencies to develop a support action plan. This plan has very clear indicators of what is being seen, and they then work together on developing goals for improvement. They have timelines, and they establish who is responsible for what. Member Rodriguez asked if this is being continuously monitored. Mr. Howard answered that it is. Member Rodriguez asked how many after school programs they have on those types of plans. Mr. Howard said that currently he knows of no programs, but this year we have had two for middle and secondary schools. They have been able to resolve those issues and move out of the support action plan phase. Ms. Bell said monthly professional development is also used; part of that is to meet immediate needs and part is to determine how we reinforce the things we need to see on-going. They do that monthly and twice a year they do a professional development summit. Member Rodriguez said that she has asked in the past that they start to develop measures to determine the impact of the after school programs. She hears that we working toward this. She thanked

Mr. Herron for helping with the data. She is interested in seeing program impact. She asked Mr. Roberts and Mr. Herron to contact the Board office to schedule an appointment with her.

Student Member Barry said that, by being on Student Advisory Council (SAC), Youth Services is her favorite department.

President Pritchett thanked the team for their hard work.

12.0 FUTURE BOARD MEETING DATES / LOCATIONS

- ✓ *February 18, 2016, 4:30 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47th Avenue, Community Room, Regular Workshop Meeting*
- ✓ *March 3, 2016, 4:30 p.m. Closed Session; 6:30 p.m. Open Session; Serna Center, 5735 47th Avenue, Community Room; Regular Workshop Meeting*

13.0 ADJOURNMENT

President Pritchett asked for a motion to adjourn the meeting; a motion was made by student member Elizabeth Barry and seconded by Vice President Hansen. The motion was passed unanimously, and the meeting adjourned at 10:30 p.m.

José L. Banda, Superintendent and Board Secretary

NOTE: The Sacramento City Unified School District encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Board of Education Office at (916) 643-9314 at least 48 hours before the scheduled Board of Education meeting so that we may make every reasonable effort to accommodate you. [Government Code § 54953.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. §12132)] Any public records distributed to the Board of Education less than 72 hours in advance of the meeting and relating to an open session item are available for public inspection at 5735 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 No. 8.1m

Meeting Date: March 3, 2016

Subject: **Approve Resolution No. 2872: Theodore Judah Elementary School
New Classroom Building Mitigated Negative Declaration (MND)**

- 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: Receive for review the Mitigated Negative Declaration (MND), including the public comments received, and the Mitigation Monitoring Plan (MMP) for the Theodore Judah classroom project. The California Environmental Quality Act (CEQA) requires the adoption of such a resolution for the planning and construction of the Theodore Judah classroom project. Resolution No.: 2872 is attached.

Background/Rationale: The District is preparing construction documents for the Theodore Judah classroom project. The Project consists of the removal of an older outdated portable building and construction of a new classroom building with restrooms and updated landscaping and play equipment at the school.

The proposed project is subject to review under CEQA. For every non-exempt public project, CEQA generally requires the Lead agency to prepare an initial study in order to determine the level of environmental review required for CEQA compliance. If the initial study indicates that the project will not result in significant environmental impacts, the lead agency may adopt a “negative declaration” rather than preparing a full environmental report. (Pub Res.Code §21080 (c).)

If the initial study reveals substantial evidence that significant environmental impacts might occur, but also identifies mitigation measures that reduce those impacts to a level of less than significant, the lead agency may satisfy CEQA obligations with a “Mitigated Negative Declaration.” (Pub. Res. Code §21064.5 & §21080 (d).)

Consistent with this process, an Initial Study was prepared which determined that the proposed project may result in significant environmental impacts, but that the mitigation measures would reduce those impacts to a level of less than significant. Therefore, a Mitigated Negative Declaration (MND) was prepared. In compliance with CEQA Guidelines 15072 & 15073, the District provided notice of and circulated the (MND) for public review. Notice was published in the Sacramento Bee and on the District's website.

The District received two (2) comments from members of the public which are included in the Summary of Comments for the Board's review. None of the Comments affect the adequacy of the (MND) for the purposes of CEQA compliance. The (MND) including the Appendices and Mitigation Monitoring Plan (MMP), represents the proposed final environmental document for the Project. Approval for the (MND), along with the (MMP), will satisfy the District's obligations under CEQA and is a prerequisite to final District approval of the Project.

Financial Considerations: None

LCAP GOAL (s): Safe, Clean and Healthy Schools

Documents Attached:

1. Resolution No. 2872
2. Mitigated Negative Declaration for the Theodore Judah Classroom Project Link: http://www.scusd.edu/sites/main/files/file-attachments/public_draft_mnd_for_print_0.pdf
3. Mitigation Monitoring Plan
4. Responses to Comments
5. Appendices Link: http://www.scusd.edu/sites/main/files/file-attachments/appendices_for_print_0.pdf

<p>Estimated Time of Presentation: N/A</p> <p>Submitted by: James C. Dobson, Director</p> <p>Approved by: José L. Banda</p>
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**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
RESOLUTION NO. 2872**

**RESOLUTION ADOPTING THE MITIGATED NEGATIVE DECLARATION
APPROVING THE MITIGATION MONITORING PLAN FOR THE THEODORE
JUDAH ELEMENTARY NEW CLASSROOM BUILDING**

WHEREAS, the Board of Education (“Board”) of the Sacramento City Unified School District (the "District") has received a Mitigated Negative Declaration/Initial Study (“MND”) dated December 19, 2015, prepared for the Theodore Judah Elementary School New Classroom Building (“Project”); and

WHEREAS, the Project consists of the removal of an older outdated portable building and construction of a new classroom building with restrooms and updated landscaping and play equipment at the school, and

WHEREAS, on January 7, 2016, the District published the Notice of Availability and Intent to Adopt the MND in the Sacramento Bee; and

WHEREAS, on January 7, 2016, the District posted the Notice of Availability and Intent to Adopt the MND and the MND in its entirety on the District’s website; and

WHEREAS, on January 7, 2016, the District also filed a Notice of Completion with the State Clearinghouse allowing the State to circulate copies of the MND to any affected State agencies for comment; and

WHEREAS, the public comment period on the MND commenced on January 7, 2016, and ended on February 5, 2016, following said notice to the public and all public agencies; and

WHEREAS, the District received three (3) written comments on the MND from the public and reviewing public agencies during the public review period; and

WHEREAS, such comments and responses thereto have been incorporated into the MND through a Summary of Comments; and

WHEREAS, all actions required to be taken by applicable law relating to the preparation, circulation, and review of the MND have been taken; and

WHEREAS, the Board has independently reviewed and considered the MND (including the Appendices, the Summary of Comments and Responses) and has evaluated and considered the comments received from persons who have reviewed the MND and any written responses thereto; and

WHEREAS, the Board has independently reviewed and considered the mitigation measures identified in the MND and listed in the Mitigation Monitoring Plan (“MMP”) set forth in Exhibit B; and

WHEREAS, the facts and findings regarding the Project set forth in this Resolution are supported by substantial evidence in the administrative record and by the MND; and

WHEREAS, the MND has identified all significant environmental effects of the Project and all significant and known potentially significant impacts; and

WHEREAS, the MND has described reasonable mitigation measures that will reduce potentially significant impacts to less than significant; and

WHEREAS, the MND reflects the Board’s independent judgment and analysis on the potential for environmental impacts from the Project.

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

1. The foregoing recitals are true and correct and made part of this Resolution.
2. For every non-exempt public project, the California Environmental Quality Act (“CEQA”) generally requires the lead agency to prepare an initial study in order to determine the level of environmental review required for CEQA compliance. If the initial study indicates that the project will not result in significant adverse environmental impacts, the lead agency may adopt a “negative declaration.” (Pub. Res. Code § 21080(c).) If the initial study reveals substantial evidence that significant environmental impacts might occur, but also identifies mitigation measures that reduce those impacts to a level of less than significant, the lead agency may satisfy CEQA obligations with a “Mitigated Negative Declaration.” (Pub. Res. Code §§ 21064.5 & 21080(d).)
3. As set forth in the Recitals, in compliance with CEQA, the District prepared the MND and circulated it for public review.
4. The Board hereby certifies that all comments received in response to the MND and responses thereto have been considered by the Board, which comments and responses are included in the Summary of Public Comment. Further, for the purposes of CEQA and the findings set forth herein, the record of proceedings for the District decision on the Project includes, but is not limited to all information in the administrative record including but not limited to the MND, all public notices related to the Project; all comments submitted by any agencies and members of the public; all reports, studies memoranda (excluding confidential memoranda) and other documents relevant to the Project prepared by the District; the District’s consultants, or responsible or trustee agencies with respect to the District compliance with the requirements of CEQA and with

respect to the District's action on the Project; any documentary or other evidence submitted to the District at public meetings or hearings related to the Project; and matters of common knowledge to the District. The materials in the record are located at and available upon request at the District office.

5. The MND for the Project has been completed and is in compliance with the provisions of CEQA, with State and local Guidelines implementing CEQA, and all other applicable laws and regulations.

6. In accordance with CEQA, the Board determines that the findings made in the MND with respect to the potential environmental impacts of the Project and the proposed mitigation measures are complete and accurate and hereby incorporates such findings of the MND by reference.

7. The Board finds and declares that the MND for the Project was presented to the Board and the Board independently reviewed and considered the information contained in the MND prior to approving the Project, as the Project is defined in the MND.

8. Based on its review of the MND, the Board finds that the MND for the Project is an adequate assessment of the potentially significant environmental impacts of the Project, as described in the MND.

9. The Board has reviewed the findings of the Project, comments regarding the Project, and other relevant Project records. Based on the evidence contained therein, the Board finds and determines that, following implementation of the mitigation measures set forth in the MND, there is no substantial evidence of a significant, unmitigated environmental impact caused by the Project.

10. The Board hereby adopts the Mitigated Negative Declaration as complete and adequate under CEQA, and certifies that the MND represents the independent judgment of the Board.

11. The MMP has been prepared to meet the requirements of Public Resources Code Section 21081.6. This program is designed to ensure compliance with Project changes and mitigation measures imposed to avoid or substantially lessen the significant effects identified in the MND. The Board hereby adopts the Mitigation Monitoring Plan.

12. The MND and the MMP are on file and available at the administrative office of the Sacramento City Unified School District.

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PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this 3rd day of March, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Christina Pritchett
President of the Board of Education

ATTESTED TO:

José L. Banda
Secretary of the Board of Education

Sacramento City Unified School District Theodore Judah Elementary School New Classroom Building

Mitigation Reporting Program

In January 1989, Assembly Bill 3180 went into effect requiring the lead agency to monitor all mitigation measures applicable to this project and included in the Mitigated Negative Declaration (MND). The Sacramento City Unified School District (District) is the lead agency for the CEQA review of the proposed Theodore Judah Elementary School Classroom Building project. The District prepared a CEQA Initial Study for the project and determined that the proposed project could result in impacts, but these impacts would be reduced to a less-than-significant level with incorporation of the following mitigation measures.

Adopted Mitigation Measures

MITIGATION MEASURE AIR 1: Reduce construction period dust during construction period by the following procedures to be adhered to by the construction contractor(s) in accordance with Air District Rule 403:

- a. Water all exposed surfaces two times daily. Exposed surfaces include, but are not limited to soil piles, graded areas, unpaved parking areas, staging areas, and access roads.
- b. Cover or maintain at least two feet of free board space on haul trucks transporting soil, sand, or other loose material on the site. Any haul trucks that would be traveling along freeways or major roadways should be covered.
- c. Use wet power vacuum street sweepers to remove any visible track out of mud or dirt onto adjacent public roads at least once a day. Use of dry power sweeping is prohibited.
- d. Limit vehicle speeds on unpaved roads to 15 miles per hour (mph).
- e. All roadways, driveways, sidewalks, parking lots to be paved should be completed as soon as possible. In addition, building pads should be laid as soon as possible after grading unless seeding or soil binders are used.
- f. Minimize idling time either by shutting equipment off when not in use or reducing the time of idling to 5 minutes [required by California Code of Regulations, Title 13, sections 2449(d)(3) and 2485]. Provide clear signage that posts this requirement for workers at the entrances to the site.

The District shall ensure these measures are included in the construction specifications

Responsible Party: District Facilities Support Services

Timing: Prior to start of construction the mitigation shall be included in construction documents and during construction the District shall monitor the contractor for compliance.

Date(s) of Phases of Compliance: _____

Comments:

MITIGATION MEASURE BIOLOGY 1: Prior to approval of final construction plans, the District and project architect shall consult with the City of Sacramento Department of Utilities (Urban Forest) and request a review of trees to be removed or trimmed on the project site. Based on consultation with the City’s Urban Forest Division, the District shall apply for any necessary Tree Removal permits and shall include any tree protection requirements to protect trees to be preserved from construction activities. Any trimming required to make access for construction of trees to be preserved to shall be performed by a certified arborist.

Responsible Party: District Facilities Support Services

Timing: Prior to approval of final construction plans. Any recommended tree protection requirements shall be included by the District in the construction specifications.

Date(s) of Phases of Compliance: _____

Comments:

MITIGATION MEASURE BIOLOGY 2: The removal of trees or trimming of trees necessary for the project construction will be conducted to avoid the migratory bird nesting season (February 15–September 1) to the extent possible. If construction occurs during the nest season, a qualified biologist will conduct preconstruction tree surveys of the trees to be removed. If any occupied nests are detected the tree will be flagged and that area will be avoided until the qualified biologist has determined the nest is no longer occupied/active. Once the biologist has determined that young have fledged and the nest is no longer active, the flagged tree can be removed.

Responsible Party: District Facilities Support Services

Timing: Prior to start of construction or prior to any tree trimming and/or tree removal required for construction the District shall ensure that none of the affected trees have any active nests occupied by migratory birds. In the event active nests are found the tree will be flagged and that area will be avoided until the qualified biologist has determined the nest is no longer occupied/active. Once the biologist has determined that young have fledged and the nest is no longer active, the flagged tree can be removed.

Date(s) of Phases of Compliance: _____

Comments:

MITIGATION MEASURE CULTURAL 1: If buried cultural or paleontological resources, such as chipped or ground stone, historic debris, building foundations or fossils, are discovered during ground disturbing activities, work shall stop in that area and within 100 feet of the find until a qualified archaeologist can assess the significance of the find and, if necessary, develop appropriate treatment measures in consultation with the District. If human burials are encountered, all work in the area shall stop immediately and the Sacramento County Coroner's office shall be notified immediately. If the remains are determined to be Native American in origin, both the Native American Heritage Commission and any identified descendants will be notified and recommendations for treatment solicited (14 CCR 15064.5; California Health and Safety Code 7050.5; PRC 5097.94 and 5097.98).

Responsible Party: District Facilities Support Services

Timing: At the Pre-Construction Conference, the Contractor and any contractor involved in grading or excavation shall be informed of this requirement and if necessary the requirement shall be included in the construction specifications.

Date(s) of Phases of Compliance: _____

Comments: _____

MITIGATION MEASURE NOISE 1: The District shall ensure implementation of the following measures.

- a. The Improvement Plans and Specifications shall include the following language:
“Construction noise emanating from any construction activities for which a Grading or Building Permit shall occur in compliance with the City of Sacramento’s Noise Ordinance which restricts the hours when construction generated noise activities may take place.
- b. All project construction equipment with internal combustion engines shall be fitted with manufacturer’s mufflers or the equivalent and be maintained in good working order.
- c. Construction staging areas shall be located as far as practical from the nearest residences and classrooms.

Responsible Party: District Facilities Support Services

Timing: This requirement shall be incorporated into the Plans and Specifications for the Project. In addition, at the Pre-Construction Conference, the Contractor and sub-contractor(s) shall be informed of this requirement. District staff or their representative shall be responsible for periodic inspections to ensure compliance with these measures.

Date(s) of Phases of Compliance: _____

Comments: _____

SUMMARY OF WRITTEN COMMENTS

MITIGATED NEGATIVE DECLARATION (MND) FOR THE THEODORE JUDAH ELEMENTARY SCHOOL CLASSROOM EXPANSION PROJECT (SCH#2016012013)

On January 7, 2016, a Notice of Availability (NOA) for the Mitigated Negative Declaration (MND) for the Theodore Judah Elementary School Classroom Expansion Project was published by the Sacramento City Unified School District (SCUSD). The School District is the lead agency for this project and published the NOA in the Sacramento Bee, a newspaper of general circulation serving the Sacramento area in which the project is located. A full copy of the MND and Appendices was available for public review at the District's website at <http://www.scusd.edu/ceqa>. The MND and the NOA were also submitted to the State Clearinghouse for review in accordance with Section 15073 of the California Environmental Quality Act Guidelines. The 30 day public review period began January 7, 2016 and closed February 5, 2016. Three letters were received by the District.

1. Letter from the State Clearinghouse confirming receipt of the MND and circulation of the MND to affected State agencies for a 30 day period. This is a standard informational letter which does not require a response.
2. Letter from Stephanie Tadlock, Environmental Scientist, Central Valley Regional Water Quality Control Board (CVRWQCB), dated January 27, 2016.
3. Letter from Ammon Rice, Environmental Specialist, Sacramento Municipal Utility District (SMUD), dated February 5, 2016

A summary of responses to letters with comments follows:

Comment Letter 1 CVRWQCB: This letter summarizes the regulations which the CVRWQCB is responsible for implementing or enforcing. The letter requests that the MND evaluate potential impacts to both surface and groundwater quality. The MND includes information on surface and groundwater resources in the project vicinity on pages 48 and 49. Groundwater and surface water impacts are discussed on pages 50 and 51. The MND determined that there would be no direct or indirect significant impact on surface or groundwater resources as a result of implementation of the project. The project will be served by the City of Sacramento municipal water system and the structure and landscaping will include up to date water conservation measures.

The CVRWQCB also outlines permit requirements to protect water quality. The proposed project is less than one acre in size and does not require a Construction Storm Water General Permit but will require compliance with the City of Sacramento's Stormwater Quality Improvement Program which implements the requirements of the National Pollution Discharge Elimination System (NPDES) permit. Compliance with the City of Sacramento's Stormwater and NPDES Quality Improvement Program requirements are discussed on Page 50 and 51 of the MND.

The letter also advises that some projects may be subject to Section 404 of the Clean Water Act if a project would affect navigable waters, wetlands or other jurisdictional waters of the United States. Page 30 of the MND discusses jurisdictional waters and wetlands and concludes that the project will not have a significant direct or indirect on such waters or wetlands.

Comment Letter 2 SMUD: The SMUD letter requests that the MND identify any impacts to overhead or underground transmission or distribution lines or routes and that the project include energy efficiency. Based on the architectural design for the site, the proposed project will not interfere or require re-routing of any underground or overhead lines. Existing electrical services on the school site will be extended to the new classroom building. The new classroom building will

meet or exceed Title 24 energy efficiency building code requirements and will replace an older portable classroom building with less efficient energy systems.

In accordance with Section 15074 of the California Environmental Quality Act Guidelines, the District has reviewed and considered these comments and determined that the above comments provide supplemental information, but do not change the conclusions of the Mitigated Negative Declaration regarding impacts or the significance of impacts or the effectiveness of the mitigation measures.



EDMUND G. BROWN JR.
GOVERNOR

STATE OF CALIFORNIA
GOVERNOR'S OFFICE *of* PLANNING AND RESEARCH
STATE CLEARINGHOUSE AND PLANNING UNIT



KEN ALEX
DIRECTOR

February 8, 2016

Jim Dobson
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95819

Subject: Theodore Judah Elementary School New Classroom Building
SCH#: 2016012013

Dear Jim Dobson:

The State Clearinghouse submitted the above named Mitigated Negative Declaration to selected state agencies for review. On the enclosed Document Details Report please note that the Clearinghouse has listed the state agencies that reviewed your document. The review period closed on February 5, 2016, and the comments from the responding agency (ies) is (are) enclosed. If this comment package is not in order, please notify the State Clearinghouse immediately. Please refer to the project's ten-digit State Clearinghouse number in future correspondence so that we may respond promptly.

Please note that Section 21104(c) of the California Public Resources Code states that:

“A responsible or other public agency shall only make substantive comments regarding those activities involved in a project which are within an area of expertise of the agency or which are required to be carried out or approved by the agency. Those comments shall be supported by specific documentation.”

These comments are forwarded for use in preparing your final environmental document. Should you need more information or clarification of the enclosed comments, we recommend that you contact the commenting agency directly.

This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act. Please contact the State Clearinghouse at (916) 445-0613 if you have any questions regarding the environmental review process.

Sincerely,

Scott Morgan
Director, State Clearinghouse

Enclosures
cc: Resources Agency

**Document Details Report
State Clearinghouse Data Base**

SCH# 2016012013
Project Title Theodore Judah Elementary School New Classroom Building
Lead Agency Sacramento City Unified School District

Type MND Mitigated Negative Declaration
Description Replacement of 3 older portable classrooms with a 2 story stick built building with 9 classrooms and modern restrooms.

Lead Agency Contact

Name Jim Dobson
Agency Sacramento City Unified School District
Phone 916-643-9233 **Fax**
email
Address 5735 47th Avenue
City Sacramento **State** CA **Zip** 95819

Project Location

County Sacramento
City Sacramento
Region
Lat / Long
Cross Streets 3919 McKinley Blvd.
Parcel No.
Township

Range **Section** **Base**

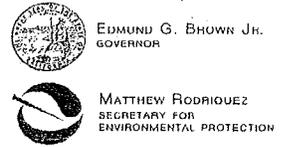
Proximity to:

Highways Business 80
Airports
Railways UPRR
Waterways American River
Schools
Land Use Current use is a developed elementary school. Designated "Public/Quasi Public" on General Plan. Zoning is "R-1"

Project Issues Coastal Zone; Archaeologic-Historic; Noise

Reviewing Agencies Resources Agency; Department of Fish and Wildlife, Region 2; Department of Parks and Recreation; Department of Water Resources; California Highway Patrol; Caltrans, District 3 S; Air Resources Board; Regional Water Quality Control Bd., Region 5 (Sacramento); Native American Heritage Commission; Public Utilities Commission

Date Received 01/07/2016 **Start of Review** 01/07/2016 **End of Review** 02/05/2016



EDMUND G. BROWN JR.
GOVERNOR

MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

Central Valley Regional Water Quality Control Board

Governor's Office of Planning & Research

27 January 2016

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STATE CLEARINGHOUSE

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

CERTIFIED MAIL
91 7199 9991 7035 8364 3168

COMMENTS TO REQUEST FOR REVIEW FOR THE MITIGATE NEGATIVE DECLARATION, THEODORE JUDAH ELEMENTARY SCHOOL NEW CLASSROOM BUILDING PROJECT, SCH# 2016012013, SACRAMENTO COUNTY

Pursuant to the State Clearinghouse's 7 January 2016 request, the Central Valley Regional Water Quality Control Board (Central Valley Water Board) has reviewed the *Request for Review for the Mitigated Negative Declaration* for the Theodore Judah Elementary School New Classroom Building Project, located in Sacramento County.

Our agency is delegated with the responsibility of protecting the quality of surface and groundwaters of the state; therefore our comments will address concerns surrounding those issues.

I. Regulatory Setting

Basin Plan

The Central Valley Water Board is required to formulate and adopt Basin Plans for all areas within the Central Valley region under Section 13240 of the Porter-Cologne Water Quality Control Act. Each Basin Plan must contain water quality objectives to ensure the reasonable protection of beneficial uses, as well as a program of implementation for achieving water quality objectives with the Basin Plans. Federal regulations require each state to adopt water quality standards to protect the public health or welfare, enhance the quality of water and serve the purposes of the Clean Water Act. In California, the beneficial uses, water quality objectives, and the Antidegradation Policy are the State's water quality standards. Water quality standards are also contained in the National Toxics Rule, 40 CFR Section 131.36, and the California Toxics Rule, 40 CFR Section 131.38.

The Basin Plan is subject to modification as necessary, considering applicable laws, policies, technologies, water quality conditions and priorities. The original Basin Plans were adopted in 1975, and have been updated and revised periodically as required, using Basin Plan amendments. Once the Central Valley Water Board has adopted a Basin Plan amendment in noticed public hearings, it must be approved by the State Water Resources Control Board (State Water Board), Office of Administrative Law (OAL) and in some cases,

the United States Environmental Protection Agency (USEPA). Basin Plan amendments only become effective after they have been approved by the OAL and in some cases, the USEPA. Every three (3) years, a review of the Basin Plan is completed that assesses the appropriateness of existing standards and evaluates and prioritizes Basin Planning issues.

For more information on the *Water Quality Control Plan for the Sacramento and San Joaquin River Basins*, please visit our website:
http://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/.

Antidegradation Considerations

All wastewater discharges must comply with the Antidegradation Policy (State Water Board Resolution 68-16) and the Antidegradation Implementation Policy contained in the Basin Plan. The Antidegradation Policy is available on page IV-15.01 at:
http://www.waterboards.ca.gov/centralvalleywater_issues/basin_plans/sacsjr.pdf

In part it states:

Any discharge of waste to high quality waters must apply best practicable treatment or control not only to prevent a condition of pollution or nuisance from occurring, but also to maintain the highest water quality possible consistent with the maximum benefit to the people of the State.

This information must be presented as an analysis of the impacts and potential impacts of the discharge on water quality, as measured by background concentrations and applicable water quality objectives.

The antidegradation analysis is a mandatory element in the National Pollutant Discharge Elimination System and land discharge Waste Discharge Requirements (WDRs) permitting processes. The environmental review document should evaluate potential impacts to both surface and groundwater quality.

II. Permitting Requirements

Construction Storm Water General Permit

Dischargers whose project disturb one or more acres of soil or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres, are required to obtain coverage under the General Permit for Storm Water Discharges Associated with Construction Activities (Construction General Permit), Construction General Permit Order No. 2009-009-DWQ. Construction activity subject to this permit includes clearing, grading, grubbing, disturbances to the ground, such as stockpiling, or excavation, but does not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. The Construction General Permit requires the development and implementation of a Storm Water Pollution Prevention Plan

(SWPPP).

For more information on the Construction General Permit, visit the State Water Resources Control Board website at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml.

Phase I and II Municipal Separate Storm Sewer System (MS4) Permits¹

The Phase I and II MS4 permits require the Permittees reduce pollutants and runoff flows from new development and redevelopment using Best Management Practices (BMPs) to the maximum extent practicable (MEP). MS4 Permittees have their own development standards, also known as Low Impact Development (LID)/post-construction standards that include a hydromodification component. The MS4 permits also require specific design concepts for LID/post-construction BMPs in the early stages of a project during the entitlement and CEQA process and the development plan review process.

For more information on which Phase I MS4 Permit this project applies to, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/municipal_permits/.

For more information on the Phase II MS4 permit and who it applies to, visit the State Water Resources Control Board at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/phase_ii_municipal.shtml

Industrial Storm Water General Permit

Storm water discharges associated with industrial sites must comply with the regulations contained in the Industrial Storm Water General Permit Order No. 2014-0057-DWQ.

For more information on the Industrial Storm Water General Permit, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/industrial_general_permits/index.shtml.

Clean Water Act Section 404 Permit

If the project will involve the discharge of dredged or fill material in navigable waters or wetlands, a permit pursuant to Section 404 of the Clean Water Act may be needed from the United States Army Corps of Engineers (USACOE). If a Section 404 permit is required by the USACOE, the Central Valley Water Board will review the permit application to ensure that discharge will not violate water quality standards. If the project requires surface water

¹ Municipal Permits = The Phase I Municipal Separate Storm Water System (MS4) Permit covers medium sized Municipalities (serving between 100,000 and 250,000 people) and large sized municipalities (serving over 250,000 people). The Phase II MS4 provides coverage for small municipalities, including non-traditional Small MS4s, which include military bases, public campuses, prisons and hospitals.

drainage realignment, the applicant is advised to contact the Department of Fish and Game for information on Streambed Alteration Permit requirements.

If you have any questions regarding the Clean Water Act Section 404 permits, please contact the Regulatory Division of the Sacramento District of USACOE at (916) 557-5250.

Clean Water Act Section 401 Permit – Water Quality Certification

If an USACOE permit (e.g., Non-Reporting Nationwide Permit, Nationwide Permit, Letter of Permission, Individual Permit, Regional General Permit, Programmatic General Permit), or any other federal permit (e.g., Section 10 of the Rivers and Harbors Act or Section 9 from the United States Coast Guard), is required for this project due to the disturbance of waters of the United States (such as streams and wetlands), then a Water Quality Certification must be obtained from the Central Valley Water Board prior to initiation of project activities. There are no waivers for 401 Water Quality Certifications.

Waste Discharge Requirements – Discharges to Waters of the State

If USACOE determines that only non-jurisdictional waters of the State (i.e., "non-federal" waters of the State) are present in the proposed project area, the proposed project may require a Waste Discharge Requirement (WDR) permit to be issued by Central Valley Water Board. Under the California Porter-Cologne Water Quality Control Act, discharges to all waters of the State, including all wetlands and other waters of the State including, but not limited to, isolated wetlands, are subject to State regulation.

For more information on the Water Quality Certification and WDR processes, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/help/business_help/permit2.shtml.

Dewatering Permit

If the proposed project includes construction or groundwater dewatering to be discharged to land, the proponent may apply for coverage under State Water Board General Water Quality Order (Low Risk General Order) 2003-0003 or the Central Valley Water Board's Waiver of Report of Waste Discharge and Waste Discharge Requirements (Low Risk Waiver) R5-2013-0145. Small temporary construction dewatering projects are projects that discharge groundwater to land from excavation activities or dewatering of underground utility vaults. Dischargers seeking coverage under the General Order or Waiver must file a Notice of Intent with the Central Valley Water Board prior to beginning discharge.

For more information regarding the Low Risk General Order and the application process, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2003/wqo/wqo2003-0003.pdf

For more information regarding the Low Risk Waiver and the application process, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/waivers/r5-2013-0145_res.pdf

Regulatory Compliance for Commercially Irrigated Agriculture

If the property will be used for commercial irrigated agricultural, the discharger will be required to obtain regulatory coverage under the Irrigated Lands Regulatory Program. There are two options to comply:

1. **Obtain Coverage Under a Coalition Group.** Join the local Coalition Group that supports land owners with the implementation of the Irrigated Lands Regulatory Program. The Coalition Group conducts water quality monitoring and reporting to the Central Valley Water Board on behalf of its growers. The Coalition Groups charge an annual membership fee, which varies by Coalition Group. To find the Coalition Group in your area, visit the Central Valley Water Board's website at: http://www.waterboards.ca.gov/centralvalley/water_issues/irrigated_lands/app_approval/index.shtml; or contact water board staff at (916) 464-4611 or via email at IrrLands@waterboards.ca.gov.
2. **Obtain Coverage Under the General Waste Discharge Requirements for Individual Growers, General Order R5-2013-0100.** Dischargers not participating in a third-party group (Coalition) are regulated individually. Depending on the specific site conditions, growers may be required to monitor runoff from their property, install monitoring wells, and submit a notice of intent, farm plan, and other action plans regarding their actions to comply with their General Order. Yearly costs would include State administrative fees (for example, annual fees for farm sizes from 10-100 acres are currently \$1,084 + \$6.70/Acre); the cost to prepare annual monitoring reports; and water quality monitoring costs. To enroll as an Individual Discharger under the Irrigated Lands Regulatory Program, call the Central Valley Water Board phone line at (916) 464-4611 or e-mail board staff at IrrLands@waterboards.ca.gov.

Low or Limited Threat General NPDES Permit

If the proposed project includes construction dewatering and it is necessary to discharge the groundwater to waters of the United States, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. Dewatering discharges are typically considered a low or limited threat to water quality and may be covered under the General Order for *Dewatering and Other Low Threat Discharges to Surface Waters* (Low Threat General Order) or the General Order for *Limited Threat Discharges of Treated/Untreated Groundwater from Cleanup Sites, Wastewater from Superchlorination Projects, and Other Limited Threat Wastewaters to Surface Water* (Limited Threat General Order). A complete application must be submitted to the Central Valley Water Board to obtain coverage under these General NPDES permits.

27 January 2016

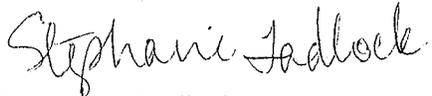
For more information regarding the Low Threat General Order and the application process, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/general_orders/r5-2013-0074.pdf

For more information regarding the Limited Threat General Order and the application process, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/general_orders/r5-2013-0073.pdf

If you have questions regarding these comments, please contact me at (916) 464-4644 or Stephanie.Tadlock@waterboards.ca.gov.



Stephanie Tadlock
Environmental Scientist

cc: State Clearinghouse unit, Governor's Office of Planning and Research, Sacramento



February 5, 2016

Jim Dobson
Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95819

Subject: Mitigated Negative Declaration (MND), Theodore Judah Elementary School New Classroom Building

Dear Mr. Dobson,

The Sacramento Municipal Utility District (SMUD) appreciates the opportunity to provide comments on the MND, Theodore Judah Elementary School New Classroom Building project. SMUD is the primary energy provider for Sacramento County and the proposed project area. SMUD's vision is to empower our customers with solutions and options that increase energy efficiency, protect the environment, reduce global warming, and lower the cost to serve our region. As a Responsible Agency, SMUD aims to ensure that the proposed project limits the potential for significant environmental effects on SMUD facilities, employees, and customers.

It is our desire that the MND, Theodore Judah Elementary School New Classroom Building project will acknowledge any project impacts related to the following:

- Overhead and or underground transmission and distribution line easements. Please view the following links on smud.org for more information regarding transmission encroachment:
- <https://www.smud.org/en/business/customer-service/support-and-services/design-construction-services.htm>
- <https://www.smud.org/en/do-business-with-smud/real-estate-services/transmission-right-of-way.htm>
- Utility line routing
- Electrical load needs/requirements
- Energy Efficiency

SMUD would like to be involved with discussing the above areas of interest as well as discussing any other potential issues. We aim to be partners in the efficient and sustainable delivery of the proposed project. Please ensure that the information included in this response is conveyed to the project planners and the appropriate project proponents.

Environmental leadership is a core value of SMUD and we look forward to collaborating with you on this project. Again, we appreciate the opportunity to provide input on this MND. If you have any questions regarding this letter, please contact Jose Bodipo-Memba, SMUD Environmental Specialist at (916) 732-6493.

Sincerely,



Ammon Rice
Environmental Specialist
Environmental Management
Workforce and Enterprise Services
Sacramento Municipal Utility District

Cc: Jose Bodipo-Memba
Pat Durham
Joseph Schofield



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.1

Meeting Date: March 3, 2016

Subject: Early Kinder Program – Board Policy #6170.1 Revision

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: 3/17/16)
- Conference/Action
- Action
- Public Hearing

Division: Academic Office/Early Kinder Program

Recommendation: Approve revisions to BP 6170.1

Background/Rationale: The California Department of Education has recently amended Education Code (EC) 48000 for Transitional Kindergarten. The changes to our district's BP 6170.1 are reflected in the noted draft revisions and are also appropriately comply with the revisions suggested by the Californian School Board Association.

Financial Considerations: Not applicable

LCAP Goal(s): College and Career Readiness

Documents Attached:

1. Executive Summary
2. Original approved Early Kinder Board Policy #6170.1
3. Edit updated (redline) notations-Board Policy #6170.1
4. Clean copy-revised Board Policy #6170 for review and consideration

Estimated Time of Presentation: 10 minutes

Submitted by: Iris Taylor and John Conway

Approved by: José L Banda, Superintendent



I. Overview of the Early Kinder Program

An important step in reaching the vision outlined in Pillar One, *College and Career Ready Students*, of the district's strategic plan, is to build a stronger support network for our youngest learners. In 2010, California enacted the Kindergarten Readiness Act, S.B. 1381. Prior to that time, children in Sacramento City Unified School District (SCUSD) and throughout the state began Kindergarten at a younger age than almost all other states. These early age students often begin school before they have maturity, early literacy and pre-math skills needed to meet the challenges of a rigorous academic Kindergarten program. Moving back the Kindergarten entry date is a welcome response addressing this longstanding practice and has created a new educational opportunity, Transitional Kindergarten (TK), referred to as Early Kinder (EK) in SCUSD.

This gift of time affords children who turn five between September 2nd and December 2nd an additional year of school and serves as a bridge between preschool and Kindergarten. Early Kinder uses developmentally appropriate curricula aligned to the California Preschool Learning Foundations, Common Core, and State Standards taught by credentialed teachers in an enriching environment.

The district continues to deepen its implementation of the Early Kinder program for its students and families. Since its implementation in 2011 with four pilot school sites: Alice Birney Waldorf Inspired K-8, Leonardo da Vinci K-8, Theodore Judah, and Hubert Bancroft, the program has expanded to H.W. Harkness, A.M. Winn, Pacific, and Crocker/Riverside (2015/2016) by providing students and families regional access for this early educational opportunity. Due to class size reduction, the Early Kinder class at Crocker/Riverside will move to Washington Elementary for the 2016/2017 school year. The response from parents and school staff strongly indicate that Early Kinder provides the extra support to help students develop the social, emotional and academic skills needed for regular Kindergarten and success in school. It is the district's intent to expand the program to each school that is able to support this educational opportunity for its school community.

An important first step for sustaining the Early Kinder program was the adoption of Board Policy # 6170.1 which was adopted by the Board in November 2014, introducing Early Kinder as an essential regular grade school level for the families in SCUSD. Using the California School Boards Association (CSBA) sample policy as a guide, the district drafted a policy that outlined state regulations and prescribed essential program components needed to provide our students with the knowledge, skills, and attitudes that will position them for success in subsequent grades.

Board of Education Executive Summary
Academic Office: Early Kindergarten Program
Board Policy # 6170.1 Revision
March 3rd, 2016



The California Department of Education (CDE) has recently amended Education Code (EC) 48000 for Transitional Kindergarten. The request to revise/amend Board Policy #6170.1 appropriately complies with CDE and the needed changes suggested by the California School Board Association.

II. Driving Governance

The research clearly indicates that high-quality education for young learners is vitally important in assuring school success and plays a pivotal role in closing the achievement gap among groups of students. Children who participate in high-quality early childhood programs tend to perform at/above the proficiency level, have greater language abilities, and fewer grade retentions (Lynch, 2005). According to a study conducted by the RAND Corporation in 2007, the readiness gap mirrors the achievement gap of students in the primary grades. However, the report denoted that entering Kindergarten at an older age is an important predictor for student success. Students who are older when they enter Kindergarten demonstrate a significant boost in academic achievement, self-confidence, and positive attitudes about school and learning. Consequently, to ensure student readiness, it is vital that SCUSD provides a quality Early Kinder (two-year) program to give students an additional year to mature socially, emotionally, cognitively, and physically. The proposed revisions to the Early Kinder Policy will provide the guidelines necessary to create the learning environments that support quality instruction and learning for students in the district's Early Kinder program.

III. Budget

The adoption of the proposed revisions to the existing Early Kinder Board Policy #6170.1 does not have any budget implications. The Early Kinder program is supported with Local Control Formula Funds. (LCFF)

IV. Goals, Objectives and Measures

The district is fully committed to preparing its students for college and career. Its goal is to provide students with experiences, beginning with the formative years, which will place them on a trajectory that will position them for success beyond their preschool- grade 12 tenure. Hence, the Early Kinder program is critical to accomplishing this end.

To ensure the program's success, the district is committed to providing an infrastructure of support based on research, reform initiatives and exemplary practices. This includes quality professional learning that is continuous and fosters a deepening of subject matter knowledge

Board of Education Executive Summary

Academic Office: Early Kindergarten Program

Board Policy # 6170.1 Revision

March 3rd, 2016



and a greater understanding of learning for improving classroom practice and student learning, as well as customized targeted support.

Early Kinder program effectiveness is measured by student performance to the district standards developed and adopted from the California Learning Foundations and state and Common Core standards for this grade level. Student progress is assessed and reported to parents each trimester and conference times. Parents and staff are surveyed annually to gain community comment and evaluate the overall program and the instructional delivery the measure program effectiveness.

V. Major Initiatives

The following education revisions are requested for the existing Early Kinder Board Policy #6170.1

- Section one, **Instruction**, page one - removal of the consult reference (cf. 0420 School/Site Council)
- Section two, **Eligibility**, page one - removal of the prioritize enrollment dates for the 2012-2013 and 2013-2014 school years. The September 2nd through December 2nd birthdates remain as the prioritized enrollment dates for the students and families in SCUSD for this year and for the years that follow 2015-2016.
- Section three, **Curriculum and Instruction**, page two - restates that the curriculum and instruction shall be aligned to the preschool learning foundations and preschool curriculum framework's developed by the California Department of Education. The curriculum shall be designed to facilitate a student's development in essential skills related to language and literacy, mathematics, physical development and health, visual and performing arts, science, history-social studies, English language development, and social-emotional development.
- Section three, **Curriculum and Instruction**, page two - establishes that the Board shall fix the length of the school day in the district's Early Kinder program. The Early Kinder instructional day shall be at least three hours but no more than four hours.
- Section four, **Staffing**, page two and three - states that teachers assigned to teach Early Kinder shall possess a teaching credential or permit from the Commission on Teacher Credentialing (CTC) that authorizes Early Kinder instruction. Additionally a teacher first assigned to teach in Early Kinder after July 1st, 2015, shall by August 1st, 2020 have at least 24 units in early childhood education and /or child development, comparable experience in a preschool setting and or a child development teacher permit issued by the CTC.

Board of Education Executive Summary

Academic Office: Early Kindergarten Program

Board Policy # 6170.1 Revision

March 3rd, 2016



- Section five, **Continuance to Kindergarten**, page three - states that parents are no longer required to submit a Kindergarten Continuation Form for students who complete Early Kinder and are eligible/attend kindergarten the following year.
- Section six, **Program Evaluation**, page three, inserts the language “**formal and informal**” assessments shall be developed and utilized to evaluate E K students’ development and progress.
- **Legal Reference**, bottom of page three, inserts Education Code - 37202 School Calendar; equivalency of instructional minutes.

VI. Results

While the program continues to evolve, data from varying sources indicate that the program is indeed making a difference and is positively impacting student learning. It has grown from serving approximately 71 students and their families to now serving 185 students in schools regionally placed throughout the district. Parents and staff are surveyed each spring at each Early Kinder school site to gain community comment and evaluate the overall program and instructional delivery to meet the needs for this age student.

Parent feedback from 2014/2015 Early Kinder school survey indicated:

- Ninety-four percent (94%) indicated that Early Kinder provided the time and instruction necessary to develop the social/emotional and academic skills needed at this grade level
- Ninety-three percent (93%) noted that the program provided appropriate opportunities for social/emotional development to help build positive social interactions with peers and school staff
- Ninety-three percent (93%) responded that the program provided instructional opportunities to increase self-regulation and accept class/school instruction
- Ninety-four percent (94%) cited that their child benefitted from having this program to help prepare for Kindergarten/next steps in school
- Ninety-three percent (93%) indicated that the program provided a variety of learning activities such as: play, student choice, one to one, small group, and large group instruction to help build capacity for their child
- Ninety-three percent (93%) stated that the program has been a positive learning experience for their child

Board of Education Executive Summary

Academic Office: Early Kindergarten Program

Board Policy # 6170.1 Revision

March 3rd, 2016



Principal and teacher feedback from the 2014/2015 Early Kinder survey indicated:

- 100% agreement that the program is providing a balanced instructional program that promotes Physical, social/emotional, and academic development t for the students
- 100% agreement that the students are benefitting from an additional instructional year that will promote success at the next grade.
- 100% agreements that Early Kinder is providing appropriate instructional opportunities in oral language and mathematic development.
- 100% agreement that that Early Kinder is providing appropriate instructional opportunities to increase student’s social interaction, self-regulation, to accept instruction.
- 100% agreement that Early Kinder is providing of a variety opportunities for student learning: whole group, small group, one to one, student choice, and instructional /free play to deliver instruction in the classroom.

The district continues to build a close working relationship with neighboring school districts in the area and throughout the state. The Early Kinder school sites and district office have hosted and shared materials/ideas with visitors from Early Edge, the California State Legislature, the Sacramento County Office of Education, and surrounding school districts this past year. Sacramento City Unified participates in collaborative meetings with the Sacramento County Office of Education and other district representatives to help build a learning group that supports regional development of this program. In addition, the Community Partners Program with California State University, Sacramento-Student Volunteers/Student Partners has been very beneficial to the Early Kinder program.

VII. Lessons Learned/Next Steps

The next steps in seeking approval for the proposed revisions to the Early Kinder policy include the following:

- Present the proposed revisions in a second reading to the Board
- Once approved, draft administrative regulations for the policy to provide further guidance on policy implementation
- Continue to provide professional learning in Early Kinder Curriculum and Instructional Practices, Social Emotional and Physical Development, Developmental Play, Assessment for Kinder Readiness, Hands-on Mathematics, and Classroom Management/Behavior Techniques for Early Kinder students
- Continue to provide developmentally appropriate instructional materials

Board of Education Executive Summary

Academic Office: Early Kindergarten Program

Board Policy # 6170.1 Revision

March 3rd, 2016



- Continue to develop the Early Kinder student assessment model
- Continue to evaluate program success through student assessments and program evaluation from parents, site principals, and teachers
- Enhance communication to provide information to the school community and build future enrollment at the school sites
- Organize and hold quarterly meetings to build a common district program model and further develop the program's instructional platform
- Develop new program sites as the district budget allows

Sacramento City USD

Board Policy

Early Kinder (Transitional Kindergarten)

BP 6170.1

Instruction

The Governing Board desires to offer a high-quality Early Kinder (Transitional Kindergarten) Program for eligible children who do not yet meet the minimum age criterion for Kindergarten. The program shall assist children in developing the academic, social, and emotional skills they need to succeed in Kindergarten and beyond.

The district's Early Kinder shall be the first year of a two-year Kindergarten program (Education Code 48000)

The Board encourages ongoing collaboration among district preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in program development, implementation, and evaluation.

(cf. 0420 - School Plans/Site Councils)
(cf. 1220 - Citizen Advisory Committees)
(cf. 6020 - Parent Involvement)

Eligibility

The district's Early Kinder Program shall prioritize student enrollment for children whose fifth birthday lies between: (Education Code: 48000)

- * November 2 and December 2 in the 2012-13 school year
- * October 2 and December 2 in the 2013-14 school year
- * September 2 and December 2 in the 2014-15 school year and each school year thereafter

Parents/guardians of eligible children shall be notified of the availability of this program and the age, residency, and any other enrollment requirements. Enrollment in the Early Kinder Program shall be voluntary.

(cf. 5111 - Admission)
(cf. 5111.1 - District Residency)
(cf. 5111.12 - Residency Based on Parent/Guardian Employment)
(cf. 5111.13 - Residency for Homeless Children)
(cf. 5141.22 - Infectious Diseases)
(cf. 5141.3 - Health Examinations)
(cf. 5141.31 - Immunizations)
(cf. 5141.32 - Health Screening for School Entry)

Curriculum and Instruction

The district's Early Kinder Program shall be based on a modified Kindergarten curriculum that is age and developmentally appropriate. (Education Code: 48000)

(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

Upon recommendation by the Superintendent or designee, the Board shall approve academic standards for Early Kinder that bridge preschool learning foundations and Kindergarten standards. Such standards shall be designed to facilitate students' development in essential skills which may include, as appropriate, language and literacy, mathematics, physical development, the arts, science, social studies, English language development, and social-emotional development.

(cf. 5148.3 -Preschool/Early Childhood Education)
(cf. 6011 - Academic Standards)
(cf. 6174 - Education for English Language Learners)

The number of instructional minutes offered in Early Kinder shall be the same as that required for the district's Kindergarten program.

(cf. 6111 - School Calendar)
(cf. 6112 - School Day)

Early Kinder students may be placed in the same classrooms as Kindergarten students when necessary, provided that the instructional program is differentiated to meet student needs.

Staffing

Teachers assigned to teach in Early Kinder classes shall possess a teaching credential or permit that authorizes instruction at the Kindergarten grade level.

(cf. 4112.12- Certification)

The Superintendent or designee may provide professional development as needed to ensure that Early Kinder teachers are knowledgeable about district standards and effective instructional methods for teaching young children.

(cf. 4131- Staff Development)

Continuation to Kindergarten

Students who complete the Early Kinder program shall be eligible to continue in Kindergarten the following school year.

Students enrolled at a regional non-neighborhood Early Kinder school site shall return to their assigned/neighborhood home school to continue their regular 2nd year in Kindergarten. Parents requesting to continue the second year of Kindergarten at a regional non-neighborhood school would apply to do so through the Open Enrollment Process.

A student shall not attend more than two years in a combination of Early Kinder and Kindergarten. (Education Code 46300)

(cf. 5123 - Promotion/Acceleration/Retention)

Program Evaluation

The Superintendent or designee shall develop or identify appropriate assessments of Early Kinder students' development and progress. He/she shall monitor and regularly report to the Board regarding program implementation and the progress of students in meeting related academic standards.

(cf. 0500 - Accountability)

(cf. 6162.5 - Student Assessment)

Legal Reference:

EDUCATION CODE

8973 Extended-day kindergarten

44258.9 Assignment monitoring by county office of education

46111 Kindergarten, hours of attendance

46114-46119 Minimum school day, kindergarten

46300 Computation of average daily attendance, inclusion of kindergarten and transitional kindergarten

48000 Minimum age of admission (kindergarten)

48002 Evidence of minimum age required to enter kindergarten or first grade

48200 Compulsory education, starting at age six

60605.8 Academic Content Standards Commission, development of Common Core Standards

Management Resources:

CSBA PUBLICATIONS

Transitional Kindergarten, Issue Brief, July 2011

CALIFORNIA COUNTY SUPERINTENDENTS EDUCATIONAL SERVICES

ASSOCIATION PUBLICATIONS

Transitional Kindergarten (TK) Planning Guide: A Resource for Administrators of California Public School Districts, November 2011

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Transitional Kindergarten FAQs

California Preschool Curriculum Framework, Vol. 1, 2010

California Preschool Learning Foundations, Vol. 1, 2008
Prekindergarten Learning Development Guidelines, 2000
First Class: A Guide for Early Primary Education, 1999

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

11-08 Transitional Kindergarten Assignments, Credential Information Alert, August 25, 2011

WEB SITES

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

California County Superintendents Educational Services Association: <http://www.ccsesa.org>

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

California Kindergarten Association: <http://www.ckanet.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Transitional Kindergarten California: <http://www.tkcalifornia.org>

Policy SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

adopted: November 20, 2014 Sacramento, California

Sacramento City USD

Board Policy

Early Kinder/Transitional Kindergarten

BP 6170.1

Instruction

The governing board desires to offer a high-quality Early Kinder/Transitional Kindergarten Program for eligible children who do not yet meet the minimum age criterion for kindergarten. The program shall assist children in developing the academic, social, and emotional skills they need to succeed in kindergarten and beyond.

The district's Early Kinder/Transitional Kindergarten shall be the first year of a two-year kindergarten program (Education Code 48000)

The Board encourages ongoing collaboration among district preschool staff, other preschool providers, elementary teachers, administrators, and parents/guardians in program development, implementation, and evaluation.

~~(cf. 0420 – School Plans/Site Councils)~~
(cf. 1220 – Citizen Advisory Committees)
(cf. 6020 – Parent Involvement)

Eligibility

The district's Early Kinder/Transitional Kindergarten Program shall prioritize student enrollment for children whose fifth birthday lies between: (Education Code: 48000)

- ~~November 2 and December 2 in the 2012-2013 school year~~
- ~~October 2 and December 2 in the 2013-14 school year~~
- September 2 and December 2

Parents/guardians of eligible children shall be notified of the availability of this program and the age, residency, and any other enrollment requirements. Enrollment in the Early Kinder/Transitional Kindergarten Program shall be voluntary.

(cf. 5111 - Admission)
(cf. 5111.1 – District Residency)
(cf. 5111.12 – Residency Based on Parent/Guardian Employment)
(cf. 5111.13 – Residency for Homeless Children)
(cf. 5141.22 – Infectious Diseases)
(cf. 5141.3 – Health Examinations)
(cf. 5141.31 – Immunizations)
(cf. 5141.32 – Health Screening for School Entry)

Curriculum and Instruction

The district's Early Kinder Program shall be based on a modified kindergarten curriculum that is age and developmentally appropriate (Education Code: 48000)

(cf. 6141 – Curriculum Development and Evaluation)

(cf. 6161.1 – Selection and Evaluation of Instructional Materials)

~~Upon recommendation by the Superintendent or designee, the Board shall approve academic standards for Early Kinder that bridge preschool learning foundations and Kindergarten standards. Such standards shall be designed to facilitate student's development in essential skills which may include, as appropriate, language and literacy, mathematics, physical development, the arts, science, social studies, English language development, and social-emotional development.~~

The program shall be aligned to the preschool learning foundations and preschool curriculum frameworks developed by the California Department of Education. It shall be designed to facilitate students' development in essential skills related to language and literacy, mathematics, physical development health, visual and performing arts, science, history -social studies, English language development, and social-emotional development.

(cf. 5148.3 –Preschool/Early Childhood Education)

(cf. 6011 – Academic Standards)

(cf. 6174 – Education for English Language Learners)

~~The number of instructional minutes offered in Early Kinder/Transitional Kindergarten shall be the same as that required for the district's kindergarten program.~~

The Board shall fix the length of the school day in district's Early Kinder program, which shall be at least three hours but no more than four hours.

(cf. 6111 – School Calendar)

(cf. 6112 – School Day)

Early Kinder students may be placed in the same classrooms as Kindergarten students when necessary, provided that the instructional program is differentiated to meet student needs.

Staffing

~~Teachers assigned to teach in Early Kinder/Transitional Kindergarten classes shall possess a teaching credential or permit that authorizes instruction at the kindergarten grade level.~~

The Superintendent or designee shall ensure that teachers assigned to teach in the Early Kinder classes possess a teaching credential or permit from the Commission on Teacher Credentialing (CTC) that authorizes such instruction.

4112.12 - Certification

A credentialed teacher who is first assigned to an E K class after July1, 2015, shall, by August 1, 2020, have at least 24 units in early childhood education and/or child development, comparable experience in a preschool setting, and/or a child development teacher permit issued by the CTC.

(Education code 48000)

The Superintendent or designee may provide professional development as needed to ensure that Early Kinder teachers are knowledgeable about standards and effective instructional methods for teaching young children.

(cf. 4131– Staff Development)

Continuation to Kindergarten

Students who complete the Early Kinder/Transitional Kindergarten program shall be eligible to continue in kindergarten the following school year. **Parents /guardians of such students shall not be required to submit a signed Kindergarten Continuance Form for kindergarten attendance.**

Students enrolled at a regional non-neighborhood Early Kinder school site shall return to their assigned/neighborhood home school to continue their regular 2nd year in kindergarten. Parents requesting to continue the second year of kindergarten at a regional non-neighborhood school would apply to do so through the Open Enrollment Process.

A student shall not attend more than two years in a combination of Early Kinder/Transitional Kindergarten and kindergarten. (Education Code 46300)

(cf. 5123 – Promotion/Acceleration/Retention)

Program Evaluation

The Superintendent or designee shall develop or identify appropriate **formal and/or informal** assessments of Early Kinder students' development and progress. He/she shall monitor and regularly report to the Board regarding program implementation and the progress of students in meeting related academic standards.

(cf. 0500 – Accountability)

(cf. 6162.5 – Student Assessment)

Legal Reference:

Education Code

8973 Extended-day kindergarten

37202 School Calendar; equivalency of instructional minutes

44258.9 Assignment monitoring by county office of education

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48200 Compulsory education, starting at age six

60605.8 Academic Content Standards Commission, development of Common Core Standards

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Transitional Kindergarten FAQs

Desired Results Developmental Profile, 2015

Transitional Kindergarten Implementation Guide: A Resource For California Public School District Administrators and Teachers, 2013

California Preschool Curriculum framework, Vol. 1, 2010

California Preschool Learning Foundations, vol. 1, 2008

Web Sites:

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

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DRAFT

Sacramento City USD

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(cf. 1220 – Citizen Advisory Committees)

(cf. 6020 – Parent Involvement)

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Parents/guardians of eligible children shall be notified of the availability of this program and the age, residency, and any other enrollment requirements. Enrollment in the Early Kinder/Transitional Kindergarten Program shall be voluntary.

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(cf. 6161.1 – Selection and Evaluation of Instructional Materials)

The program shall be aligned to the preschool learning foundations and preschool curriculum frameworks developed by the California Department of Education. It shall be designed to facilitate students' development in essential skills related to language and literacy, mathematics, physical development health, visual and performing arts, science, history-social studies, English language development, and social-emotional development.

(cf. 5148.3 –Preschool/Early Childhood Education)
(cf. 6011 – Academic Standards)
(cf. 6174 – Education for English Language Learners)

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(cf. 0500 – Accountability)

(cf. 6162.5 – Student Assessment)

Legal Reference:

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48200 Compulsory education, starting at age six

60605.8 Academic Content Standards Commission, development of Common Core Standards

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Transitional Kindergarten FAQs

Desired Results Developmental Profile, 2015

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Administrators and Teachers, 2013

California Preschool Curriculum framework, Vol. 1, 2010

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California Kindergarten Association: <http://www.ckanet.org>

Commission on Teacher Credentialing: <http://www.tkcalfifornia.org>

Transitional Kindergarten California: <http://www.tkcalfifornia.org>



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item No: 10.2

Meeting Date: March 3, 2016

Subject: Approve Next Steps for the Disposition of Identified Properties

- 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: Provide staff direction as to next steps related to the disposition of identified sites. Staff requests direction on each site individually.

Background/Rationale: The Sacramento City Unified School District (District) has identified three real property assets owned by the District being considered for either utilization or disposition.

The District retained Overland, Pacific and Cutler, Inc. (OPC) to assist in analyzing the challenges and opportunities associated with the potential utilization (lease, joint occupancy, or joint use) or disposition of the properties, arrive at an opinion of lease fee and fee simple value, and develop a process for the potential utilization or disposition(s) of the real property assets. This analysis is being provided to assist the District in making sound real estate decisions. The properties are as follows: 1619 N Street, 2718 G Street, and 2401 Florin Road.

Financial Considerations: To be determined.

LCAP GOAL(s): Family and Community Engagement; Safe, Clean and Healthy Schools

Documents Attached:

1. Executive Summary

Estimated Time of Presentation: 10 minute presentation

Submitted by: José L. Banda, Superintendent

Cathy Allen, Chief Operations Officer

Approved by: José L. Banda

Board of Education Executive Summary

Facilities Support Services

Approve Next Steps for the Disposition of Identified Properties
March 3, 2016



I. OVERVIEW / HISTORY

The Sacramento City Unified School District (District) has identified three real property assets owned by the District being considered for either utilization or disposition.

The District retained Overland, Pacific and Cutler, Inc. (OPC) to assist in analyzing the challenges and opportunities associated with the potential utilization (lease, joint occupancy, or joint use) or disposition of the properties, arrive at an opinion of lease fee and fee simple value, and develop a process for the potential utilization or disposition(s) of the real property assets. This analysis is being provided to assist the District in making sound real estate decisions. The properties are as follows: 1619 N Street, 2718 G Street, and 2401 Florin Road.

II. DRIVING GOVERNANCE

Education Code §17464, 17482, 17536, 17466; Government Code 54220

III. BUDGET

TBD

IV. GOALS, OBJECTIVES, AND MEASURES

Staff to receive direction from the Board regarding next steps in the disposition of identified sites.

V. MAJOR INITIATIVES

N/A

VI. RESULTS

Board to understand the various options available for the disposition of under-utilized or surplus sites and provide direction to staff to proceed.

VII. NEXT STEPS

Proceed with Board recommendation.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.3

Meeting Date: March 3, 2016

Subject: Teacher Recruitment Strategies

- 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: This is an informational item intended to provide a current context/picture of the status of teacher recruitment strategies/activities taking place in light of the teacher shortage across the State of California.

Background/Rationale: The State of California is currently experiencing a growing teacher shortage. The supply of new teachers is low and it is anticipated that tens of thousands of additional teachers will be needed in districts across the state. With decreased enrollment rates in teacher preparation programs and all districts facing the same struggles, there is a need to expand beyond the traditional recruitment methods.

Financial Considerations: Work is taking place within the current budget allocation and we will continue to work with the Budget Department.

LCAP Goal(s): College and Career Ready Students; Safe, Clean, and Healthy Schools; Family and Community Engagement

Documents Attached:

1. Executive Summary

<p>Estimated Time of Presentation: 15 minutes Submitted by: Cancy McArn, Chief Human Resources Officer Approved by: José L. Banda, Superintendent</p>
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Board of Education Executive Summary

Human Resource Services

Teacher Recruitment Strategies

March 3, 2016



I. OVERVIEW / HISTORY

The State of California is currently experiencing a growing teacher shortage. As a part of our larger and aggressive recruitment efforts this year; the District continues to partner with local fully accredited teacher preparation programs, in an effort to grow our own. There is a need to expand beyond the traditional recruitment methods.

II. DRIVING GOVERNANCE

The State of California is currently experiencing a growing teacher shortage. The supply of new teachers is low and it is anticipated that tens of thousands of additional teachers will be needed in districts across the state. With decreased enrollment rates in teacher preparation programs and all districts facing the same struggles, there is a need to expand beyond the tradition recruitment methods.

III. BUDGET

Work is taking place within the current budget allocation and we will continue to work with the Budget Department.

IV. GOALS, OBJECTIVES, AND MEASURES

In order to meet our anticipated need of teachers we are coordinating our efforts to ensure that we have a highly qualified teacher in each classroom at the beginning of the school year. One of our goals of our recruitment is to provide a balance of experienced and newly graduated educators. To that end, our Recruitment Strategies have included: organizing a Recruitment Advisory Committee, hosting and attending recruitment fairs, developing an exclusive partnership with California State University, Sacramento in order to give us a first view of their spring student-intern graduates, creating and implementing a SCUSD specific cohort with Fortune School of Education, Out of State college recruitment tours specifically to Historically Black Colleges and Universities, and reviving our Special Education Cohort/Partnership with California State University, Sacramento.

V. MAJOR INITIATIVES

The following are in alignment with the District's LCAP goals; Human Resource Services has developed recruitment strategies to meet the needs of hiring highly qualified teachers for our classrooms.

- Creation of programs that will support teachers newly entering the teaching profession to include induction services for all credentials.
- Exploring classified employees interests that currently hold BA (utilizing our contract language for the Teacher Candidate program)
- Partnered with LAT Careers (specializing in teacher candidates with bilingual abilities)
- One-One conversations with fully credentialed substitutes currently serving SCUSD
- Provide students and staff with culturally relevant social, emotional and health supports

Board of Education Executive Summary

Human Resource Services

Teacher Recruitment Strategies

March 3, 2016



- Build and maintain safe and supportive school climates
- Improve teacher and leader practice
- MIP- advertising in World Journal Chinese Newspaper (the largest daily US circulation)
- On-going partnership with Sacramento County Office of Education and Teachers College to utilize their interns currently obtaining their credential

VI. RESULTS

Students entering classrooms that are fully staffed by highly qualified teachers will result in College and Career Ready Students.

VII. LESSONS LEARNED / NEXT STEPS

Staff has been encouraged by the results realized this far. We are building a network with other districts and sharing best practices, strengthening our partnerships with community organizations, continuing to aggressively recruit utilizing flexible strategies.



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.4

Meeting Date: March 3, 2016

Subject: **Approve Resolution No. 2874: Intention to Terminate Certificated Positions Due to a Reduction of Particular Kinds of Service**

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

Division: Human Resource Services

Recommendation: Approve Resolution No. 2874: Intention to Eliminate Positions Due to a Reduction of Particular Kinds of Service

Background/Rationale: Staff recommends the reduction and/or elimination of particular kinds of services provided by certificated employees due to declining enrollment, reduced funding and District program needs.

Individuals may be laid off, if necessary, when the Governing Board has reduced particular kinds of services. Resolution #2874 includes reference to Exhibit A which will address positions to be reduced due to reduction of a particular kind of service.

Under state law, school districts must provide notice on or before March 15th to employees who are designated for layoff for the 2016-17 school year, if any. These individuals have the right to request a hearing to challenge the cause for layoff. The final decision for layoffs must occur before the 15th of May.

Financial Considerations: Budget reductions needed to assist in addressing the District's declining enrollment, reduced funding and District program needs.

Documents Attached:

1. Board of Education Executive Summary
2. Resolution No. 2874
3. Exhibit A will be available at the Board meeting.

<p>Estimated Time of Presentation: 3 minutes Submitted by: Cancy McArn, Chief Human Resources Officer Approved by: José L. Banda, Superintendent</p>

Board of Education Executive Summary

Human Resource Services

Reduction in Particular Kinds of Service (PKS)

March 3, 2016



I. OVERVIEW / HISTORY

Due to declining enrollment, reduced funding and District program needs, the District must prepare to reduce and/or eliminate particular kinds of services provided by certificated employees for the 2016-17 school year. Accordingly, the District seeks to eliminate certain programs and services as listed in Exhibit A to the attached Resolution No. pursuant to Education Code section 44955.

At this time, the District believes that the programs and services listed in Exhibit A will not have employees assigned to them for the 2016-2017 school year and therefore, no layoff notices are anticipated for certificated employees as part of the District's reduction of programs and services. The District recognizes that under state law, the District would need to provide notice on or before March 15th to any employee(s) who it later determines must be designated for layoff for the 2016-17 school year if necessary. Such individuals would have the right to request a hearing to challenge the cause for layoff and the final decision for layoffs must occur before the 15th of May.

II. DRIVING GOVERNANCE

- Education Code 44949 – “No later than March 15 and before an employee is given notice by the governing board that his or her services will not be required for the ensuing year for the reasons specified in Section 44955, the governing board and the employee shall be given written notice by the superintendent of the district or his or her designee.”
- Education Code 44955 - “No permanent employee shall be deprived of his or her position for causes other than those specified in Sections 44907 and 44923, and Sections 44932 to 44947, inclusive, and no probationary employee shall be deprived of his or her position for cause other than specified in Sections 44948 to 44949, inclusive.”
- Board Policy – Administrative Regulation 4117.3 – Personnel Reduction – When the district needs to reduce the number of certificated staff, the district shall adhere to the notice, hearing and layoff procedures in Education Code 44949 and 44955.

III. BUDGET

Position reductions needed to assist in addressing the District's reduced funding for certain programs, District program needs and respond to declining enrollment.

IV. GOALS, OBJECTIVES, AND MEASURES

The Education Code provides the specific reasons and methods to lay off certificated employees under Education Code 44949 and 44955. Reduction of particular kinds of services (PKS) and/or decline in average daily attendance (ADA) are the two methods generally used as a basis for a certificated layoff. A PKS layoff is when the Board of Education decides to eliminate or reduce programs, services or classes (i.e., counseling, nursing, foreign language). The District has determined and identified the particular kinds of services (PKS) to be reduced or eliminated and the number of full time equivalent (FTE) or portion of one FTE to be reduced. That information is contained in Resolution #2874 Intention to Eliminate Positions Due to a Reduction of Particular Kinds of Service, attached to this summary.

Board of Education Executive Summary

Human Resource Services

Reduction in Particular Kinds of Service (PKS)

March 3, 2016



V. MAJOR INITIATIVES

The attached resolution includes Exhibit A which is the recommended reduction in 2016-17 programs and services and specifically lists the services to be reduced and the number of full time equivalent (FTE) positions.

With the adoption of Resolution #2874, the Chief Human Resources Officer and staff will be directed to send notices to any certificated employees deemed to be affected by the elimination of positions that their services will not be required for the 2016-17 school year. Any necessary notices will be sent to the appropriate certificated employees in order to effectuate a reduction of the certificated staff consistent with the resolution, its attachment and Education Code sections 44949 and 44955.

VI. RESULTS

The layoff notice must be sent by March 15th to any employee who may be laid off. The packet each person receives will include:

- a) Notice of recommendation that services will not be required.
- b) Copy of signed Board resolution.
- c) Request for hearing, with notification that request must be filed seven days after service of the notice.
- d) Proof of service.

The notice packet must be sent by registered or certified mail.

VII. LESSONS LEARNED / NEXT STEPS

Approve Resolution #2874 - Resolution of Intention to Eliminate Positions Due to a Reduction of Particular Kinds of Service and direct staff to confirm whether any layoff notices will need to be served by March 15th.

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

RESOLUTION NO. 2874

**INTENTION TO ELIMINATE POSITIONS DUE TO A REDUCTION OF
PARTICULAR KINDS OF SERVICES**

WHEREAS, the Board of Education of the Sacramento City Unified School District has determined that it shall be necessary to reduce or discontinue the particular kinds of services of the District as itemized in Exhibit "A" at the close of the current school year; and

NOW, THEREFORE, BE IT RESOLVED that the Superintendent or designee is directed to send appropriate notices to employees whose services shall be terminated by virtue of this action, if any.

PASSED AND ADOPTED by the Sacramento City Unified School District Board of Education on this ___th day of ___, 2016, by the following vote:

AYES: _____
NOES: _____
ABSTAIN: _____
ABSENT: _____

Christina Pritchett
President of the Board of Education

ATTESTED TO:

José L. Banda
Secretary of the Board of Education



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 11.1

Meeting Date: March 3, 2016

Subject: Business and Financial Information

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

Division: Business Services

Recommendation: Receive business and financial information.

Background/Rationale:

- Enrollment and Attendance Report for Month 5 Ending January 22, 2015

Financial Considerations: Reflects standard business information.

LCAP Goal(s): Family and Community Engagement; College and Career Ready Students

Documents Attached:

1. Enrollment and Attendance Report for Month 5 Ending January 22, 2015

Estimated Time: N/A

Submitted by: Gerardo Castillo, CPA, Chief Business Officer

Approved by: José L. Banda, Superintendent

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 5, ENDING FRIDAY, JANUARY 22, 2016
 TRADITIONAL SCHOOLS

ELEMENTARY TRADITIONAL	REGULAR ENROLLMENT			Special Education Grades K-6	TOTAL MONTH END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE		
	Kdgn	Grades 1-3	Grades 4-6				2015-2016 Actual Attendance	Cum Attd Days /84 2015-2016	PERCENTAGE 2015-2016
Abraham Lincoln Elementary	71	194	189	0	454	92.02%	423.17	95.08%	
Alice Birney Waldorf-Inspired K8	94	186	188	0	468	95.15%	448.39	96.17%	
Bret Harte Elementary	30	115	141	29	315	92.73%	292.49	94.76%	
Caleb Greenwood	76	221	166	9	472	96.20%	456.04	96.36%	
Camellia Basic Elementary	87	169	190	9	455	97.04%	448.57	97.97%	
Capital City School	1	11	34	0	46	96.54%	47.45	97.29%	
Caroline Wenzel Elementary	28	84	119	53	284	94.69%	272.11	95.50%	
Cesar Chavez ES	0	0	352	10	362	95.02%	336.54	96.02%	
Crocker/Riverside Elementary	85	259	288	0	632	95.97%	611.81	96.65%	
David Lubin Elementary	87	215	233	30	565	94.71%	527.73	95.46%	
Earl Warren Elementary	59	185	237	11	492	95.87%	475.07	96.97%	
Edward Kemble Elementary	146	387	0	12	545	92.77%	514.88	94.81%	
Elder Creek Elementary	107	318	349	0	774	95.38%	753.19	96.68%	
Ethel I Baker Elementary	115	307	341	0	763	92.65%	721.23	95.08%	
Ethel Phillips Elementary	69	244	220	24	557	92.96%	527.76	95.27%	
Father Keith B Kenny K-8 School	72	175	152	0	399	92.11%	364.58	94.27%	
Genevieve Didion Elementary	60	204	255	11	530	96.91%	510.87	97.05%	
Golden Empire Elementary	81	237	254	15	587	96.38%	570.55	97.23%	
H W Harkness Elementary	81	145	128	14	368	94.06%	348.51	95.69%	
Hollywood Park Elementary	50	135	128	36	349	93.45%	338.80	95.46%	
Home/Hospital	8	7	24	11	50	100.00%	20.80	100.00%	
Hubert H. Bancroft Elementary	74	194	202	23	493	93.91%	469.64	95.23%	
Isador Cohen Elementary	24	93	94	10	221	91.87%	213.04	94.30%	
James W Marshall Elementary	58	158	166	24	406	94.17%	388.77	96.25%	
John Bidwell Elementary	48	150	159	15	372	95.12%	360.43	96.99%	
John Cabrillo Elementary	39	144	142	53	378	92.00%	362.80	95.03%	
John D Sloat Elementary	30	85	99	19	233	94.81%	219.25	95.76%	
John H. Still K-8	96	282	274	0	652	93.90%	616.14	95.39%	
John Morse Therapeutic Center	0	0	0	38	38	95.68%	37.19	94.61%	
Leataata Floyd Elementary	58	153	119	21	351	91.88%	335.62	94.36%	
Leonardo da Vinci K - 8 School	113	271	279	35	698	96.09%	679.91	97.29%	
Mark Twain Elementary	45	118	157	25	345	94.69%	333.67	96.11%	
Martin Luther King Jr Elementary	47	137	172	37	393	93.38%	377.05	95.28%	
Matsuyama Elementary	85	273	283	8	649	95.93%	629.62	96.53%	
Nicholas Elementary	87	276	266	27	656	93.02%	622.10	95.46%	
O W Erlewine Elementary	34	126	146	17	323	95.70%	315.85	96.61%	
Oak Ridge Elementary	86	240	244	6	576	93.15%	548.24	95.30%	
Pacific Elementary	112	328	266	0	706	94.00%	660.44	95.59%	
Parkway Elementary School	87	250	224	32	593	89.73%	557.06	94.44%	
Peter Burnett Elementary	64	232	289	22	607	94.61%	590.49	96.26%	
Phoebe A Hearst Elementary	84	268	288	0	640	96.51%	623.06	97.20%	
Pony Express Elementary	49	167	203	13	432	95.05%	413.91	96.14%	
Rosa Parks K-8 School	54	140	174	14	382	93.48%	368.45	95.10%	
Sequoia Elementary	59	207	226	9	501	95.94%	466.77	96.47%	
Success Academy K-8	0	0	10	0	10	88.67%	7.99	93.72%	
Susan B Anthony Elementary	67	133	110	0	310	94.84%	301.69	96.97%	
Sutterville Elementary	80	222	276	6	584	95.36%	555.02	96.24%	
Tahoe Elementary	37	148	126	21	332	92.55%	307.14	94.71%	
Theodore Judah Elementary	110	255	230	19	614	95.22%	563.10	95.72%	
William Land Elementary	72	218	163	0	453	96.13%	437.76	96.76%	
Woodbine Elementary	28	121	142	20	311	93.82%	304.08	95.44%	
TOTAL ELEMENTARY SCHOOLS	3,284	9,324	9,648	802	23,058	94.41%	21,995.15	95.92%	

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 5, ENDING FRIDAY, JANUARY 22, 2016
 TRADITIONAL SCHOOLS

MIDDLE SCHOOLS	REGULAR ENROLLMENT			Special Education Grades 7-8	TOTAL MONTH- END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
	Grade 7	Grade 8	Total Grades 7-8			2015-2016 Actual Attendance	Cum Attd Days/84	PERCENTAGE 2015-2016
							2015-2016	
A M Winn Elementary K-8 Waldorf	19	8	27	0	27	92.96%	27.39	94.42%
Albert Einstein MS	337	367	704	37	741	95.55%	715.54	96.49%
Alice Birney Waldorf-Inspired K8	61	53	114	0	114	94.94%	110.80	95.74%
California MS	420	398	818	24	842	95.43%	815.29	96.25%
Capital City School	14	17	31	0	31	91.01%	25.74	94.33%
Father Keith B Kenny K-8 School	21	23	44	0	44	92.37%	43.62	95.79%
Fern Bacon MS	377	347	724	19	743	94.78%	710.74	96.28%
Genevieve Didion Elementary	54	59	113	0	113	97.82%	106.83	97.27%
Home/Hospital	3	2	5	3	8	100.00%	4.24	100.00%
John H. Still K-8	127	114	241	24	265	94.63%	252.08	96.11%
John Morse Therapeutic Center	0	0	0	15	15	88.83%	13.67	92.66%
Kit Carson MS	145	125	270	28	298	93.53%	282.23	94.88%
Leonardo da Vinci K - 8 School	68	55	123	14	137	95.84%	133.98	96.88%
Martin Luther King Jr Elementary	38	52	90	0	90	94.16%	85.14	96.09%
Rosa Parks K-8 School	186	214	400	36	436	93.91%	416.18	95.20%
Sam Brannan MS	251	241	492	47	539	94.26%	515.26	96.23%
School of Engineering and Science	124	130	254	0	254	97.38%	250.48	97.58%
Success Academy K-8	5	8	13	0	13	76.22%	6.86	86.36%
Sutter MS	584	569	1153	37	1190	96.38%	1165.38	97.28%
Will C Wood MS	316	320	636	27	663	95.31%	637.24	96.68%
TOTAL MIDDLE SCHOOLS	3,150	3,102	6,252	311	6,563	95.21%	6,318.67	96.41%

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
ENROLLMENT AND ATTENDANCE REPORT
MONTH 5, ENDING FRIDAY, JANUARY 22, 2016
TRADITIONAL SCHOOLS

HIGH SCHOOLS	REGULAR ENROLLMENT					Total Grade 9-12	Special Education Grades 9-12	TOTAL MONTH- END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
	Continuation	Grade 9	Grade 10	Grade 11	Grade 12				2015-2016 Actual Attendance	Cum Attd Days/84 2015-2016	PERCENTAGE 2015-2016
American Legion HS	272	0	0	0	0	0	0	272	73.54%	207.23	78.89%
Arthur A. Benjamin Health Prof	0	51	57	44	44	196	18	214	90.39%	201.71	92.53%
C K McClatchy HS	0	560	578	528	489	2155	83	2238	95.01%	2087.89	95.83%
Capital City School	0	28	69	89	154	340	0	340	79.53%	277.16	84.22%
Hiram W Johnson HS	0	356	365	337	314	1372	153	1525	92.75%	1362.44	94.10%
Home/Hospital	0	5	6	5	3	19	16	35	100.00%	24.59	100.00%
John F Kennedy HS	0	593	501	511	506	2111	94	2205	95.33%	2084.60	96.64%
Kit Carson MS	0	51	44	0	0	95	0	95	94.96%	91.73	95.24%
Luther Burbank HS	0	427	409	380	338	1554	142	1696	90.77%	1547.13	92.81%
Rosemont HS	0	355	332	276	289	1252	89	1341	93.17%	1252.58	95.10%
School of Engineering and Science	0	91	79	57	46	273	0	273	96.55%	268.38	96.98%
The Academy	0	6	14	0	0	20	0	20	85.43%	12.13	84.63%
West Campus HS	0	218	233	200	197	848	0	848	96.98%	830.11	97.65%
TOTAL HIGH SCHOOLS	272	2,741	2,687	2,427	2,380	10,235	595	11,102	92.97%	10,247.67	94.54%

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 5, ENDING FRIDAY, JANUARY 22, 2016
 TRADITIONAL SCHOOLS

DISTRICT TOTALS	TOTAL MONTH-END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
		2015-2016 Actual Attendance	Cum Attd Days/84 2015-2016	PERCENTAGE 2015-2016
ELEMENTARY	23,058	94.41%	21,995	95.92%
MIDDLE	6,563	95.21%	6,319	96.41%
HIGH SCHOOL	11,102	92.96%	10,248	94.54%
TOTAL ALL DISTRICT SEGMENTS	40,723	94.15%	38,561	95.63%

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
ENROLLMENT AND ATTENDANCE REPORT
MONTH 5, ENDING FRIDAY, JANUARY 22, 2016
CHARTER SCHOOLS

2015-2016 DEPENDENT CHARTER SCHOOLS	REGULAR ENROLLMENT					Special Education Grades K-12	TOTAL MONTH-END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
	Kdgn	Grades 1-3	Grades 4-6	Grades 7-8	Grades 9-12			2015-2016 Actual Attendance	2015-2016	PERCENTAGE 2015-2016
Bowling Green-Mc Coy	77	209	190	0	0	12	488	95.12%	480.50	96.35%
Bowling Green-Chacon	56	153	153	0	0	0	362	95.99%	352.92	96.95%
George W. Carver SAS	0	0	0	0	294	8	302	99.86%	298.81	96.53%
New Joseph Bonnheim Charter	36	137	84	0	0	0	257	94.34%	241.82	96.13%
New Tech High	0	0	0	0	226	7	233	95.24%	224.93	95.27%
The Met High School	0	0	0	0	290	1	291	99.21%	291.24	97.64%
TOTAL DEPENDENT CHARTER SCHOOLS	169	499	427	-	810	28	1,933	96.52%	1,890.22	96.52%

2015-2016 INDEPENDENT CHARTER SCHOOLS	REGULAR ENROLLMENT					Special Education Grades K-12	TOTAL MONTH-END ENROLLMENT	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE	
	Kdgn	Grades 1-3	Grades 4-6	Grades 7-8	Grades 9-12			2015-2016 Actual Attendance	2015-2016	PERCENTAGE 2015-2016
CA Montessori Project Capitol Campus	44	131	111	41			327	95.15%	317.56	95.24%
Capitol Collegiate Academy	69	141	40				250	93.81%	243.38	94.70%
Aspire Capitol Heights Academy	47	140	110				297	95.86%	284.28	96.92%
Language Academy	84	198	176	82			540	97.26%	526.14	97.38%
Oak Park Prep				121			121	98.09%	118.35	97.06%
PS 7 Elementary	66	155	208	153			582	93.91%	564.94	94.83%
Sacramento Charter HS					924		924	94.46%	910.57	95.47%
Sol Aureus College Preparatory	49	143	72	42			306	81.31%	265.45	87.35%
Yav Pem Suab Academy	61	187	178				426	95.42%	410.12	97.08%
TOTAL INDEPENDENT CHARTER SCHOOLS	420	1,095	895	439	924	-	3,773	93.92%	3,640.78	95.12%

TOTAL CHARTER SCHOOLS	589	1,594	1,322	439	1,734	28	5,706	95.22%	5,531.00	95.82%
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SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 5, ENDING FRIDAY, JANUARY 22, 2016
 ADULT EDUCATION SCHOOLS

ADULT EDUCATION	ENROLLMENT	HOURS EARNED			2015-16 CUMULATIVE ADA		
		CONCURRENT	OTHER	TOTAL	CONCURRENT	OTHER	TOTAL
A. Warren McClaskey Adult Center	596		15,891.30	15,891.30		236.96	236.96
Charles A. Jones Career & Education Center	599		28,565.00	28,565.00		474.81	474.81
TOTAL ADULT EDUCATION	1,195		44,456.30	44,456.30		711.77	711.77

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 5, ENDING FRIDAY, JANUARY 22, 2016
 GRADE BY GRADE ENROLLMENT

ELEMENTARY SCHOOLS	REGULAR CLASS ENROLLMENT							TOTAL
	Kdgn	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	REGULAR
A M Winn Elementary K-8 Waldorf	50	48	41	48	54	44	33	318
Abraham Lincoln Elementary	71	61	69	64	69	62	58	454
Alice Birney Waldorf-Inspired K8	94	62	63	61	64	62	62	468
Bret Harte Elementary	30	36	34	45	52	48	41	286
Caleb Greenwood	76	88	65	68	58	55	53	463
Camellia Basic Elementary	87	54	56	59	60	72	58	446
Capital City School	1	3	4	4	8	12	14	46
Caroline Wenzel Elementary	28	36	29	19	52	35	32	231
Cesar Chavez ES	0	0	0	0	140	96	116	352
Crocker/Riverside Elementary	85	89	83	87	98	97	93	632
David Lubin Elementary	87	54	77	84	78	73	82	535
Earl Warren Elementary	59	55	66	64	74	84	79	481
Edward Kemble Elementary	146	142	107	138	0	0	0	533
Elder Creek Elementary	107	103	105	110	117	117	115	774
Ethel I Baker Elementary	115	94	98	115	116	105	120	763
Ethel Phillips Elementary	69	83	76	85	68	84	68	533
Father Keith B Kenny K-8 School	72	67	56	52	64	44	44	399
Genevieve Didion Elementary	60	79	63	62	81	77	97	519
Golden Empire Elementary	81	78	78	81	90	87	77	572
H W Harkness Elementary	81	50	45	50	49	46	33	354
Hollywood Park Elementary	50	46	43	46	33	51	44	313
Home/Hospital	8	3	1	3	10	7	7	39
Hubert H. Bancroft Elementary	74	56	65	73	58	82	62	470
Isador Cohen Elementary	24	27	35	31	29	34	31	211
James W Marshall Elementary	58	51	51	56	67	57	42	382
John Bidwell Elementary	48	47	47	56	48	59	52	357
John Cabrillo Elementary	39	45	52	47	45	53	44	325
John D Sloat Elementary	30	22	38	25	37	36	26	214
John H. Still K-8	96	96	87	99	91	83	100	652
John Morse Therapeutic Center	0	0	0	0	0	0	0	0
Leataata Floyd Elementary	58	57	45	51	45	42	32	330
Leonardo da Vinci K - 8 School	113	93	88	90	93	90	96	663
Mark Twain Elementary	45	39	38	41	57	44	56	320
Martin Luther King Jr Elementary	47	34	51	52	62	47	63	356
Matsuyama Elementary	85	83	92	98	98	86	99	641
Nicholas Elementary	87	84	80	112	99	82	85	629
O W Erlewine Elementary	34	40	45	41	47	52	47	306
Oak Ridge Elementary	86	78	84	78	83	84	77	570
Pacific Elementary	112	113	104	111	88	96	82	706
Parkway Elementary School	87	96	71	83	80	81	63	561
Peter Burnett Elementary	64	79	79	74	104	92	93	585
Phoebe A Hearst Elementary	84	88	92	88	98	97	93	640
Pony Express Elementary	49	62	50	55	72	69	62	419
Rosa Parks K-8 School	54	44	50	46	64	54	56	368
Sequoia Elementary	59	63	61	83	88	72	66	492
Success Academy K-8	0	0	0	0	0	6	4	10
Susan B Anthony Elementary	67	52	36	45	47	37	26	310
Sutterville Elementary	80	84	55	83	92	88	96	578
Tahoe Elementary	37	49	41	58	45	40	41	311
Theodore Judah Elementary	110	82	83	90	81	78	71	595
William Land Elementary	72	66	82	70	69	49	45	453
Woodbine Elementary	28	39	39	43	45	49	48	291
TOTAL	3,284	3,100	3,000	3,224	3,367	3,197	3,084	22,256

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 5, ENDING FRIDAY, JANUARY 22, 2016
 CUMULATIVE TOTAL ABSENCES

ELEMENTARY	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
A M Winn Elementary K-8 Waldorf	332	1350	26742	28092	95.19%
Abraham Lincoln Elementary	454	1841	35546	37387	95.08%
Alice Birney Waldorf-Inspired K8	468	1501	37665	39166	96.17%
Bret Harte Elementary	315	1358	24569	25927	94.76%
Caleb Greenwood	472	1446	38307	39753	96.36%
Camellia Basic Elementary	455	782	37680	38462	97.97%
Capital City School	46	111	3986	4097	97.29%
Caroline Wenzel Elementary	284	1078	22857	23935	95.50%
Cesar Chavez ES	362	1173	28269	29442	96.02%
Crocker/Riverside Elementary	632	1780	51392	53172	96.65%
David Lubin Elementary	565	2110	44329	46439	95.46%
Earl Warren Elementary	492	1246	39906	41152	96.97%
Edward Kemble Elementary	545	2367	43250	45617	94.81%
Elder Creek Elementary	774	2172	63268	65440	96.68%
Ethel I Baker Elementary	763	3134	60583	63717	95.08%
Ethel Phillips Elementary	557	2199	44332	46531	95.27%
Father Keith B Kenny K-8 School	399	1860	30625	32485	94.27%
Genevieve Didion Elementary	530	1303	42913	44216	97.05%
Golden Empire Elementary	587	1364	47926	49290	97.23%
H W Harkness Elementary	368	1320	29275	30595	95.69%
Hollywood Park Elementary	349	1354	28459	29813	95.46%
Home/Hospital	50	0	1747	1747	100.00%
Hubert H. Bancroft Elementary	493	1978	39450	41428	95.23%
Isador Cohen Elementary	221	1082	17895	18977	94.30%
James W Marshall Elementary	406	1274	32657	33931	96.25%
John Bidwell Elementary	372	939	30276	31215	96.99%
John Cabrillo Elementary	378	1595	30475	32070	95.03%
John D Sloat Elementary	233	816	18417	19233	95.76%
John H. Still K-8	652	2503	51756	54259	95.39%
John Morse Therapeutic Center	38	178	3124	3302	94.61%
Leataata Floyd Elementary	351	1684	28192	29876	94.36%
Leonardo da Vinci K - 8 School	698	1588	57112	58700	97.29%
Mark Twain Elementary	345	1133	28028	29161	96.11%
Martin Luther King Jr Elementary	393	1568	31672	33240	95.28%
Matsuyama Elementary	649	1901	52888	54789	96.53%
Nicholas Elementary	656	2484	52256	54740	95.46%
O W Erlewine Elementary	323	931	26531	27462	96.61%
Oak Ridge Elementary	576	2269	46052	48321	95.30%
Pacific Elementary	706	2560	55477	58037	95.59%
Parkway Elementary School	593	2755	46793	49548	94.44%
Peter Burnett Elementary	607	1929	49601	51530	96.26%
Phoebe A Hearst Elementary	640	1507	52337	53844	97.20%
Pony Express Elementary	432	1396	34768	36164	96.14%
Rosa Parks K-8 School	382	1596	30950	32546	95.10%
Sequoia Elementary	501	1434	39209	40643	96.47%
Success Academy K-8	10	45	671	716	93.72%
Susan B Anthony Elementary	310	792	25342	26134	96.97%
Sutterville Elementary	584	1820	46622	48442	96.24%
Tahoe Elementary	332	1441	25800	27241	94.71%
Theodore Judah Elementary	614	2115	47300	49415	95.72%
William Land Elementary	453	1232	36772	38004	96.76%
Woodbine Elementary	311	1221	25543	26764	95.44%
TOTAL	23,058	78,615	1,847,592	1,926,207	95.92%

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 5, ENDING FRIDAY, JANUARY 22, 2016
 CUMULATIVE TOTAL ABSENCES

MIDDLE	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
A M Winn Elementary K-8 Waldorf	27	136	2301	2437	94.42%
Albert Einstein MS	741	2189	60105	62294	96.49%
Alice Birney Waldorf-Inspired K8	114	414	9307	9721	95.74%
California MS	842	2666	68484	71150	96.25%
Capital City School	31	130	2162	2292	94.33%
Father Keith B Kenny K-8 School	44	161	3664	3825	95.79%
Fern Bacon MS	743	2307	59702	62009	96.28%
Genevieve Didion Elementary	113	252	8974	9226	97.27%
Home/Hospital	8	0	356	356	100.00%
John H. Still K-8	265	857	21175	22032	96.11%
John Morse Therapeutic Center	15	91	1148	1239	92.66%
Kit Carson MS	298	1280	23707	24987	94.88%
Leonardo da Vinci K - 8 School	137	362	11254	11616	96.88%
Martin Luther King Jr Elementary	90	291	7152	7443	96.09%
Rosa Parks K-8 School	436	1761	34959	36720	95.20%
Sam Brannan MS	539	1695	43282	44977	96.23%
School of Engineering and Science	254	522	21040	21562	97.58%
Success Academy K-8	13	91	576	667	86.36%
Sutter MS	1190	2737	97892	100629	97.28%
Will C Wood MS	663	1836	53528	55364	96.68%
TOTAL	6,563	19,778	530,768	550,546	96.41%

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
 ENROLLMENT AND ATTENDANCE REPORT
 MONTH 5, ENDING FRIDAY, JANUARY 22, 2016
 CUMULATIVE TOTAL ABSENCES

HIGH SCHOOL	ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
American Legion HS	272	4658	17407	22065	78.89%
Arthur A. Benjamin Health Prof	214	1367	16944	18311	92.53%
C K McClatchy HS	2238	7632	175383	183015	95.83%
Capital City School	340	4363	23281	27644	84.22%
Hiram W Johnson HS	1525	7172	114445	121617	94.10%
Home/Hospital	35	0	2065	2065	100.00%
John F Kennedy HS	2205	6087	175106	181193	96.64%
Kit Carson MS	95	385	7705	8090	95.24%
Luther Burbank HS	1696	10062	129959	140021	92.81%
Rosemont HS	1341	5422	105217	110639	95.10%
School of Engineering and Science	273	703	22544	23247	96.98%
The Academy	20	185	1019	1204	84.63%
West Campus HS	848	1681	69729	71410	97.65%
TOTAL	11,102	49,717	860,804	910,521	94.54%

	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
TOTAL ALL SCHOOLS	40,723	148,110	3,239,164	3,387,274	95.63%