

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

#### **Board of Education Members**

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

Thursday, May 4, 2017 4:30 p.m. Closed Session 6:30 p.m. Open Session

# <u>Serna Center</u>

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

# **AGENDA**

2016/17-23

Allotted Time

- 4:30 p.m. 1.0 OPEN SESSION / CALL TO ORDER / ROLL CALL
  - 2.0 ANNOUNCEMENT AND PUBLIC COMMENT REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION
  - 3.0 CLOSED SESSION

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

- 3.1 Government Code 54956.9 Conference with Legal Counsel Anticipated Litigation:
  - a) Existing litigation pursuant to subdivision (a) of Government Code section 54956.9 (OAH Case Nos. 2016090346, 2016120759, and 2016120761)
  - 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 Appointment a) Capital City K-12 Independent Study- Principal
- 6:30 p.m. 4.0 CALL BACK TO ORDER/PLEDGE OF ALLEGIANCE

The Pledge of Allegiance will be led by Christine Daniels, a Senior from Rosemont High School.

Presentation of Certificate by Christina Pritchett

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

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

In Recognition of Resolution No. 2941: Children's Mental Health Awareness Day, May 4, 2017

### 6:45 p.m. 7.0 SPECIAL PRESENTATION

- 7.1 Approve Resolutions and Recognitions of:
  - a) Resolution No. 2939: In Recognition of California Day of the Teacher, May 10, 2017

5 minutes

- b) Resolution No. 2940: In Recognition of National School Nurse Day, May 10, 2017 (Christina Pritchett)
- 7.2 Approve Resolution No. 2942: In Recognition of Classified School Employees Week, May 21-27, 2017 (Darrel Woo)

5 minutes

7.3 Special Education Review
(Dr. Iris Taylor, Becky Bryant, Julie Wright Halbert, Esq., Legislative Counsel with Council of the Great City Schools and Sue Gamm, Esq., Former Chief Specialized Services Officer with Chicago Public Schools)

# 7:25 p.m. **8.0 PUBLIC COMMENT**

15 minutes

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

#### 7:40 p.m. **9.0 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.

- 9.1 <u>Items Subject or Not Subject to Closed Session:</u>
  - 9.1a Approve Grants, Entitlements and Other Income Agreements, Ratification of Other Agreements, Approval of Bid Awards, Approval of Declared Surplus Materials and Equipment, Change Notices and Notices of Completion (Gerardo Castillo, CPA)
  - 9.1b Approve Personnel Transaction 5/4/2017 (Cancy McArn)
  - 9.1c Approve Sutter Middle School Field Trip to Boston, MA May 14-19, 2017 (Lisa Allen and Olga Simms)
  - 9.1d Approve Minutes of the April 6, 2017 and April 20, 2017, Board of Education Meetings (José L. Banda)
  - 9.1e Approve Resolution No. 2943: Resolution Regarding Board Stipends (Jay Hansen)

- 9.1f Approve Resolution No. 2938: Agreement with Sacramento Housing Redevelopment Authority (SHRA) for Improvements at Susan B. Anthony Playground (Cathy Allen)
- 9.1g Approve Resolution No. 2945: Delegating Duty to Accept Bids and Award Construction Contracts (Cathy Allen)

# 10.0 COMMUNICATIONS

	20.0	20111	11201120110	
7:42 p.m.		10.1	Employee Organization Reports:	Information
			■ CSA	3 minutes each
			■ SCTA	
			• SEIU	
			<ul><li>Teamsters</li></ul>	
			<ul> <li>UPE</li> </ul>	
7:57 p.m.		10.2	District Parent Advisory Committees:	Information
			Community Advisory Committee	3 minutes each
			District English Learner Advisory Committee	
			Gifted and Talented Education Advisory Committee	
			<ul> <li>Indian Education Parent Committee</li> </ul>	
			■ Local Control Accountability Plan/Parent Advisory Commit	ttee
8:12 p.m.		10.3	Superintendent's Report (José L. Banda)	<b>Information</b> 5 minutes
8:17 p.m.		10.4	President's Report (Jay Hansen)	Information 5 minutes
8:22 p.m.		10.5	Student Member Report (Natalie Rosas)	Information 5 minutes
8:27 p.m.		10.6	Information Sharing By Board Members	Information 10 minutes
8:37 p.m.		10.7	Board Committee Reports	Information
			Board Facilities Committee	10 minutes
			■ Board Budget Committee	
			Board Academic Committee	
			■ Board Governance & Policy Committee	
	11.0	BOA	RD WORKSHOP/STRATEGIC PLAN AND OTHER INITIATI	VES
8:47 p.m.		11.1	Approve Superintendent Contract for Jorge A. Aguilar (Jay Hansen)	Action 5 minute presentation 5 minute discussion
8:57 p.m.		11.2	Approve Resolution No. 2947 or 2930: Renewal Charter Petition for Sacramento New Technology High School (Jack Kraemer and Kenneth Durham)	Conference/Action 10 minute presentation 20 minute discussion

9:27 p.m.	11.3	First Draft Local Control Accountability Plan 2017-20 (Elliot Lopez, Cathy Morrison and Sara Pietrowski)	<b>Information</b> 10 minute presentation 10 minute discussion
9:47 p.m.	11.4	Expanded Learning Programs: Funding Update (Stacey Ault Bell)	<b>Information</b> 10 minute presentation 10 minute discussion
10:07 p.m.	11.5	Career Technical Education Incentive Grant (CTEIG)Plan for Capital Improvement Projects (Dr. Iris Taylor and Joe Stymeist)	<b>Information</b> 10 minute presentation 10 minute discussion

# 10:27 p.m. **12.0** BUSINESS AND FINANCIAL INFORMATION/REPORTS

Receive Information

- 12.1 Business and Financial Information:
  - Enrollment and Attendance Report for Month 7 Ending March 24, 2017

# 10:29 p.m. 13.0 FUTURE BOARD MEETING DATES / LOCATIONS

- ✓ June 1, 2017, 4:30 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47<sup>th</sup> Avenue, Community Room, Regular Workshop Meeting
- ✓ June 15, 2017, 4:30 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47<sup>th</sup> Avenue, Community Room, Regular Workshop Meeting
- ✓ June 28, 2017, 6:30 p.m. Open Session, Serna Center, 5735 47<sup>th</sup> Avenue, Community Room, Special Budget Workshop Meeting

# 10:31 p.m. **14.0 ADJOURNMENT**

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



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 6.0

Meeting Date: May 4, 2017

Subject: Recognize Resolution No. 2941: In Recognition of National Children's Mental Health Awareness Day, May 4, 2017

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

<u>Recommendation</u>: Approve Resolution No. 2941: In Recognition of National Children's Mental Health Awareness Day, May 4, 2017

**Background/Rationale:** National Children's Mental Health Awareness Day, May 4, 2017 is a time to highlight the importance of positive metal health for our students. The Sacramento City Unified School District is proud of the many supports and services available within our district that address and promote the social-emotional needs and skills of our students.

Financial Considerations: N/A

<u>LCAP Goal(s)</u>: Safe, Emotionally Healthy and Engaged Students; Family and Community Empowerment

# **Documents Attached:**

1. Resolution No. 2941

Estimated Time of Presentation: N/A

Submitted by: Victoria Flores, Director Student Support and Health

Services

Approved by: José L. Banda, Superintendent

# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

#### **RESOLUTION NO. 2941**

# "Children's Mental Health Awareness Day"

**WHEREAS**, May 4, 2017 has been designated as Children's Mental Health Awareness Day dedicated to raising awareness of the youth and their families who experience emotional, behavioral and mental health challenges; and

**WHEREAS**, children and youth with mental, emotional and behavioral health needs and their families can achieve a better quality of life with the right resources, treatments and community support within a system of care; and

**WHEREAS**, we recognize that mental health issues, when untreated, can lead to school failure, family conflicts, drug abuse, violence, and even suicide; and

**WHEREAS**, public awareness of the importance of children's mental health from birth allows children of all ages with mental health and behavioral challenges to find acceptance and understanding in their communities; and

**WHEREAS,** research indicates that school mental health programs improve educational outcomes by decreases absences, decreasing discipline referrals, and improving academic achievement.

**NOW, THEREFORE, BE IT RESOLVED** that the Sacramento City Unified School District Board of Education recognizes May 4 as Children's Mental Health Awareness Day in honor of the children diagnosed and living with mental health challenges along with their caregivers and families.

**BE IT FURTHER RESOLVED** that Sacramento City Unified School District is commended for the ongoing work that they have undertaken to address the social and emotional needs of our students, to raise children's mental health awareness, and to provide support and resources for children experiencing mental health challenges and their families.

**PASSED AND ADOPTED** by the Sacramento City Unified School District Board of Education on this 4th day of May, 2017, by the following vote:

AYES: NOES: ABSTAIN: ABSENT:	
ATTESTED TO:	Jay Hansen President of the Board of Education
José L. Banda Secretary of the Board of Education	



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 7.1a

Meeting Date: May 4, 2017

Subject: Approve Resolution No. 2939: In Recognition of California Day of the Teacher, May 10, 2017				
☐ Information Item Only ☐ Approval on Consent Agenda ☐ Conference (for discussion only) ☐ Conference/First Reading (Action Anticipated:) ☐ Conference/Action ☐ Action ☐ Public Hearing				
<u>Division</u> :				
Recommendation: Approve Resolution No. 2939: In Recognition of California Day of the Teacher, May 10, 2017				
<u>Background/Rationale</u> : "Day of the Teacher" arose out of legislation co-sponsored by CTA and the Association of Mexican American Educators. Sen. Joseph Montoya wrote the bill and it was adopted in 1982. California has patterned its celebration after the traditional "El Dia del Maestro" festivities observed in Mexico and other Latin American countries.				
Financial Considerations: N/A				
LCAP Goal(s): Safe, Emotionally Healthy and Engaged Students				
<u>Documents Attached:</u> 1. Resolution No. 2939				

Estimated Time of Presentation: N/A

Submitted by: Board Member, Christina Pritchett, Trustee Area 3

Approved by: José L. Banda, Superintendent

# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

#### **RESOLUTION NO. 2939**

# RECOGNITION OF CALIFORNIA DAY OF THE TEACHER, MAY 10, 2017

**WHEREAS,** May 10, 2017, has been designated throughout the State as California Day of the Teacher; and

WHEREAS, an educated public serves as the foundation of our democracy; and

**WHEREAS**, teachers as well as counselors, librarians, social workers, and other certificated personnel touch many people with a lasting effect; and

WHEREAS, excellence in our State and District begins with California's certificated staff; and

**WHEREAS**, certificated staff overcome obstacles and challenges daily to make a difference in the lives of students and families;

**NOW, THEREFORE, BE IT RESOLVED** that the Sacramento City Unified School District Board of Education commends our teachers and encourages parents and the community to recognize the efforts of the certificated staff as we celebrate May 10, 2017, as California Day of the Teacher.

**PASSED AND ADOPTED** by the Sacramento City Unified School District Board of Education on this 4th day of May, 2017, by the following vote:

AYES: NOES: ABSTAIN: ABSENT:	
ATTESTED TO:	Jay Hansen President of the Board of Education
José L. Banda Secretary of the Board of Education	



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 7.1b

Meeting Date: May 4, 2017

Subject: Approve Resolution No. 2940: In Recognition of National School Nurse Day, May 10, 2017
☐ Information Item Only ☐ Approval on Consent Agenda ☐ Conference (for discussion only) ☐ Conference/First Reading (Action Anticipated:) ☐ Conference/Action ☐ Action ☐ Public Hearing
<u>Division</u> : Student Support and Health Services
Recommendation: Approve Resolution No. 2940: Recognition of National School Nurse Day, May 10, 2017
<u>Background/Rationale</u> : National School Nurse Day, May 10, 2017 is a time to celebrate the specialty practice of school nursing. The Sacramento City Unified School District applauds the contributions school nurses make every day to improve the safety health, and academic success of all students.
Financial Considerations: N/A
LCAP Goal(s): Safe, Emotionally Healthy and Engaged Students
<u>Documents Attached:</u> 1. Resolution No. 2940

Estimated Time of Presentation: N/A

Submitted by: Victoria Flores, Director Student Support and Health

Services

Approved by: José L. Banda, Superintendent

# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

#### **RESOLUTION NO. 2940**

"Recognition of National School Nurse Day, May 10, 2017"

WHEREAS, May 10, 2017 has been designated as National School Nurse Day; and

**WHEREAS**, Credentialed School Nurses, with specialized medical backgrounds and academic preparation, provide health education for students, parents and staff and promote and protect the health and well-being of all children from infants to students with special needs; and

**WHEREAS**, school nurses play an essential role in ensuring children are ready to learn and are thriving; and

**WHEREAS**, through case management of chronic illnesses, school nurses play a pivotal role in the health of our students and contribute to improved health and education outcomes; and

**WHEREAS**, school nurses understand the link between health and learning are in a position to make a positive difference for our students every day; and

**WHEREAS,** school nurses act as a liaison to the school community, parents, and health care provides on behalf of children's health; and

**WHEREAS,** Sacramento students, families, and staffs benefit greatly from the skill and training of its nursing corps;

**NOW, THEREFORE, BE IT RESOLVED** that the Sacramento City Unified School District Board of Education commends our nurses and encourages all students and staffs to honor and recognize the valuable contributions of its school nurses as we celebrate May 10, 2017 as National School Nurse Day.

**PASSED AND ADOPTED** by the Sacramento City Unified School District Board of Education on this 4th day of May, 2017, by the following vote:

AYES: NOES: ABSTAIN: ABSENT:	
ATTESTED TO:	Jay Hansen President of the Board of Education
José L. Banda Secretary of the Board of Education	



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 7.2

Meeting Date: May 4, 2017

Subject: Approve Resolution No. 2942: In Recognition of Classified School Employees Week, May 21-27, 2017

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

# **Division:**

<u>Recommendation</u>: Approve Resolution No. 2942: In Recognition of Classified School Employees Week, May 21-27, 2017

**Background/Rationale:** The California Department of Education encourages you to recognize Classified School Employee Week: May 21-27, 2017.

California Education Code Section 45460. The third full week in May is designated as Classified School Employee Week. All public schools shall annually observe that week in recognition of classified school employees and the contributions they make to the educational community. The observances required by this section shall be integrated into the regular school program.

This section shall apply to all schools under the jurisdiction of any school district or county board of education that has adopted the merit system in the same manner and effect as if it were a part of Article 6 (commencing with Section 45240), as well as to schools under the jurisdiction of any school district or county board of education that has not adopted the merit system.

Financial Considerations: N/A

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

# **Documents Attached:**

1. Resolution No. 2942

Estimated Time of Presentation: N/A

Submitted by: Board Member, Darrel Woo, Trustee Area 6

Approved by: José L. Banda, Superintendent

# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

# **RESOLUTION NO. 2942**

"In Recognition of Classified School Employees Week, May 21-27, 2017"

**WHEREAS**, the education of youth is essential to the future of our community, state, country and world; and

WHEREAS, classified employees are the backbone of our public education system; and

**WHEREAS**, classified employees work directly with students, educators, parents, volunteers, business partners and community members; and

**WHEREAS**, classified employees support the smooth operation of offices, the safety and maintenance of buildings and property, and the safe transportation, healthy nutrition and direct instruction of students; and

WHEREAS, our community depends upon and trusts classified employees to serve students; and

**WHEREAS**, classified employees, with their diverse talents and true dedication, nurture students throughout their school years.

**NOW, THEREFORE, BE IT RESOLVED** that the Sacramento City Unified School District Board of Education does hereby proclaim May 21-27, 2017, to be CLASSIFIED EMPLOYEE APPRECIATION WEEK.

**PASSED AND ADOPTED** by the Sacramento City Unified School District Board of Education on this 4th day of May, 2017, by the following vote:

AYES: NOES: ABSTAIN: ABSENT:	
ATTESTED TO:	Jay Hansen President of the Board of Education
José L. Banda Secretary of the Board of Education	



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 7.3

Meeting Date: May 4, 2017

**Recommendation: NA** 

Subjec	t: Special Education Review
	Information Item Only Approval on Consent Agenda Conference (for discussion only) Conference/First Reading (Action Anticipated:) Conference/Action Action Public Hearing
<u>Divisio</u>	n: Special Education Department

Background/Rationale: In the fall of 2016, Sacramento City Unified School District (SCUSD) voluntarily requested that the Council of the Great City Schools (the Council) to review district services for students with disabilities and provide recommendations to improve performance and narrow the achievement gap between these students and their nondisabled peers. To conduct its work, the Council assembled a team of experts who: a) have successfully administered and operated special education programs in other major urban school districts across the country, b) have firsthand expertise with the Individuals with Disabilities Education Act (IDEA) and c) are well versed in best practices in the administration and operation of special education programming.

The review occurred in November 2016 and the Council team pursued its charge by conducting interviews and focus groups with district and site-based staff members and California Department of Education personnel, the Community Advisory Council executive committee, representatives from the SCTA and SEIU, and many others. (A full list of those interviewed is included in the appendices of the full report). In addition, the team reviewed numerous documents and reports, analyzed data, and developed initial recommendations and proposals before finalizing the report.

This special presentation is a summary of the Council's findings and recommendations which are designed to help SCUSD achieve its goal of continuous improvement and to maximize the district's capacity to educate all students effectively. The final copy of the full report will be available on the district's website on Tuesday, May 2, 2017.

**<u>Financial Considerations:</u>** The proposed recommendations have associated costs and will require further analysis to determine the full scope of funding available and needed.

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

# **Documents Attached:**

NA

Estimated Time of Presentation: 30 minutes

Submitted by: Iris Taylor, Chief Academic Officer and

Becky Bryant, Special Education Director

Approved by: José L Banda, Superintendent



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 9.1a

Meeting Date: May 4, 2017					
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					
<ul> <li>□ Information Item Only</li> <li>□ Approval on Consent Agenda</li> <li>□ Conference (for discussion only)</li> <li>□ Conference/First Reading (Action Anticipated:)</li> <li>□ Conference/Action</li> <li>□ Action</li> <li>□ Public Hearing</li> </ul>					
<u>Division:</u> Business Services					
Recommendation: Recommend approval of items submitted.					
Background/Rationale:					
Financial Considerations: See attached.					
<u>LCAP Goal(s)</u> : College, Career and Life Ready Graduates; Family and Community Empowerment; Operational Excellence					
Documents Attached:  1. Grants, Entitlements and Other Income Agreements  2. Expenditure and Other Agreements  3. Recommended Bid Awards – Facilities Projects  4. Notices of Completion – Facilities Projects					

Estimated Time of Presentation: N/A

Submitted by: Gerardo Castillo, CPA, Chief Business Officer

Kimberly Teague, Contract Specialist

Approved by: José L. Banda, Superintendent

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

Contractor Description Amount

#### **ADULT EDUCATION**

A16-00061.1 Sacramento County Office of Education (SCOE) 7/1/15 – 2/28/18: Augmentation to Adult Education Block Grant. The 2015/16 State Budget included \$500 million in new funding for seven authorized adult education program areas. SCOE will act as fiscal agent in the distribution and monitoring of these funds pursuant to the Capital Adult Education Regional Consortium Governance and Fiscal Allocation Plans, AB 104, and Education Code §84913.

**EXPENDITURE AND OTHER AGREEMENTS** 

<u>Contractor</u> <u>Description</u> <u>Amount</u>

#### AREA ASSISTANT SUPERINTENDENT (SIMMS)

City Year

7/1/17 – 6/30/20: Three year commitment to continue implementation of City Year's Whole School, Whole Child Model at Leataata Floyd, Fr. Keith B. Kenny, Oak Ridge, Rosa Parks and Fern Bacon schools focusing on outcomes in three key areas: attendance, behavior, and course performance in English and Math. City Year will place fifty three (53) AmeriCorps members, ages 17-24, to serve in these schools throughout the school day (before, during and after school).

# **DEPUTY SUPERINTENDENT**

Vision 2000

6/14/17 – 7/14/17: Planning and Implementing 2016 Summer Math and Reading Academy at California State University, Sacramento for approximately 300 students attending Fr. Keith B. Kenny, H.W. Harkness, Isador Cohen, Leataata Floyd, Oak Ridge, Pacific and Woodbine Elementary Schools. This cost does not include funding for transportation and teacher salaries.

# **HEALTH SERVICES**

SA17-00069 Action Supportive Care Services 8/1/15 – 6/30/16: Provide supplemental licensed health care providers (e.g., LPNs, LVNs, RNs, CNAs) as needed for coverage of students with diabetes and other medical plans pursuant to Section 504 of The Rehabilitation Act of 1973.

\$100,000 Medi-Cal Billing Option Funds

\$82,186,17

\$662,500

(Year One)

\$112,122

General Funds

**Funds** 

General/Title I

**New Grant Total** 

= \$1,162,166.10

#### **PURCHASING SERVICES**

Maricopa County 2/1/2017 - 12/31/2021: Contract #16145 - Purchasing

from Interline Brands/Supply Works.

Agreement between Interline Brands DBA Supply Works, and US Communities, sponsored by Maricopa County, a political Subdivision of the State of Arizona. Cooperative purchasing agreements, as authorized by Public Contract Code §20118, allow other government agencies, such as school districts, to piggyback on awards while still satisfying the legally required competition for contracts. Contracts are awarded by US Communities based on quality, proven performance, and pricing. As a member of US Communities, the District is able to piggyback on this agreement and purchase directly from Interline Brands/Supply Works, Inc. under the same terms, conditions and pricing as those awarded to Maricopa County. The District will purchase Maintenance, Repair, Operating Supplies, Industrial Supplies and Related Products directly

Pursuant to Public Contract Code § 20118

YOUTH DEVELOPMENT

SA17-00458 Focus on Family

Education

6/1/17 - 8/31/17: Develop and maintain Freedom School programming providing academic and enrichment services during the Summer months to students at John Still &

Parkway Schools.

SA17-00459 Roberts Family Development Center 6/1/17 – 8/31/17: Develop and maintain Summer Matters programming providing academic and enrichment services during the Summer months to students at Leataata Floyd Elementary School & the Meadow Glen Community.

\$309,111 Title I Funds

\$307,664

Title I Funds

<u>RECOMMENDED BID AWARDS – FACILITIES PROJECTS</u>

Bid No: No. 0284-422, HVAC Replacement at Lisbon (Yav Pem Suab Academy)

Bids received: April 26, 2017

Recommendation: Award to Pride Industries One, Inc.

Funding Amount: \$136,639.50 - Prop 39 Funds

BIDDER LOCATION AMOUNT

Pride Industries One, Inc. Roseville, CA \$136,639.50

Hometown Construction Rio Linda, CA \$154,000

Capitol Mechanical Citrus Heights, CA \$168,247

# **RECOMMENDED BID AWARDS – FACILITIES PROJECTS**

Bid No: No. 425, E-Rate 20 Network Upgrade

Bids received: March 20, 2017

Recommendation: Rescind previous award to AMS.Net & Award to Walker Telecomm

Funding Amount: \$4,731,052, E-Rate Federal Funds (Measure Q Bond Funds)

BIDDER LOCATION AMOUNT

AMS.Net Livermore, CA \$4,687,358

Walker Telecomm Wheatland, CA \$4,731,052

AAA Network Buena Park, CA \$5,604,367

# NOTICES OF COMPLETION – FACILITIES PROJECTS

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

ContractorProjectCompletion DateLandmark ConstructionEmergency Roof Repair at C.A. Jones<br/>Career & Education Center (MP Room)March 8, 2017

#### SERVICES AGREEMENT

**Date:** May 4, 2017 **Place:** Sacramento, California

**Parties:** Sacramento City Unified School District, a political subdivision of the State of California,

(hereinafter referred to as the "District"); and City Year (hereinafter referred to as "Contractor").

#### **Recitals:**

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47<sup>th</sup> Avenue, Sacramento, CA 95824.

- B. The District desires to engage the services of the Contractor and to have said Contractor render services on the terms and conditions provided in this Agreement.
- C. California Government Code Section 53060 authorizes a public school district to contract with and employ any persons to furnish to the District, services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained, experienced and competent to perform the required services, provided such contract is approved or ratified by the governing board of the school district. Said section further authorizes the District to pay from any available funds such compensation to such persons as it deems proper for the services rendered, as set forth in the contract.
- D. The Contractor is specially trained, experienced and competent to perform the services required by the District, and such services are needed on a limited basis.

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

# ARTICLE 1. SERVICES.

The Contractor hereby agrees to provide to the District the services as described below ("Services"):

Provide a scalable, centrally managed "Whole School Whole Child" model that delivers a holistic set of whole-school and focused supports to ensure students stay in school and on track to graduate, by deploying 53 AmeriCorps Members to five schools as follows:

Father K. B. Kenny K-8 = 8 members; Fern Bacon Middle = 12 members; Leataata Floyd Elementary = 8 members; Oak Ridge Elementary = 9 members; and Rosa Parks K-8 = 16 members.

Prohibited Activities, Data Sharing, Whole School Whole Child Model, Staffing, Training and Corporate Support details are outlined in Appendices A-F, attached hereto.

# ARTICLE 2. TERM.

This Agreement shall commence on July 1, 2017, and continue through June 30, 2018, unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.



#### ARTICLE 3. PAYMENT.

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:

<u>Fee Rate</u>: \$12,500 per AmeriCorps Member, not to exceed a maximum of 53 members. District shall not pay travel and other expenses. Total fee shall not exceed Six Hundred Sixty Two Thousand, Five Hundred Dollars (\$662,500).

For provisions of services pursuant to this Agreement, Contractor shall provide documentation of \$100,000 in-kind match to the District.

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Olga Sims, Area Assistant Superintendent, Sacramento City Unified School District, P. O. Box 246870, Sacramento, California 95824-6870.

# ARTICLE 4. EQUIPMENT AND FACILITIES.

District will provide Contractor with access to all needed records and materials during normal business hours upon reasonable notice. However, District shall not be responsible for nor will it be required to provide personnel to accomplish the duties and obligations of Contractor under this Agreement. Contractor will provide all other necessary equipment and facilities to render the services pursuant to this Agreement.

#### ARTICLE 5. WORKS FOR HIRE/COPYRIGHT/TRADEMARK/PATENT

The Contractor understands and agrees that all matters specifically produced under this Agreement that contain no intellectual property or other protected works owned by Contractor shall be works for hire and shall become the sole property of the District and cannot be used without the District's express written permission. The District shall have the right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. The Contractor consents to the use of the Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose in any medium.

As to those matters specifically produced under this Agreement that are composed of intellectual property or other protected works, Contractor must clearly identify to the District those protected elements included in the completed work. The remainder of the intellectual property of such completed works shall be deemed the sole property of the District. The completed works that include both elements of Contractor's protected works and the District's protected works, shall be subject to a mutual non-exclusive license agreement that permits either party to utilize the completed work in a manner consistent with this Agreement including the sale, use, performance and distribution of the matters, for any purpose in any medium.

#### ARTICLE 6. INDEPENDENT CONTRACTOR.

Contractor's relationship to the District under this Agreement shall be one of an independent contractor. The Contractor and all of their employees shall not be employees or agents of the District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.

The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part



of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

The Contractor agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

# ARTICLE 7. FINGERPRINTING REQUIREMENTS.

Contractor agrees that any employee it provides to the District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. Pursuant to Education Code §45125.1, Contractor shall certify in writing to the District that neither the employer nor any of its employees who are required to have their fingerprints submitted to the Department of Justice (DOJ), and who may come in contact with pupils, have been convicted of a felony as defined in §45122.1.

Contractor will provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement (or MOU). Contractor shall obtain subsequent arrest service from DOJ for ongoing notification regarding an individual whose fingerprints were submitted pursuant to §45125.1. Upon receipt of such a subsequent arrest notification from DOJ, Contractor shall, within 24 hours, notify the District of such a subsequent arrest notification. If an employee is disqualified from working for the District pursuant to the requirements of the California Education Code, Contractor agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

#### ARTICLE 8. MUTUAL INDEMNIFICATION.

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement, caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

#### ARTICLE 9. INSURANCE.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a certificate of insurance reflecting its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence naming District as an additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory. If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.



#### ARTICLE 10. TERMINATION.

The District may terminate this Agreement without cause upon giving the Contractor thirty days written notice. Notice shall be deemed given when received by Contractor, or no later than three days after the day of mailing, whichever is sooner.

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

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

#### ARTICLE 11. ASSIGNMENT.

This Agreement is for personal services to be performed by the Contractor. Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld. In the event of an assignment to which the District has consented, the assignee or his/her or its legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.

#### **ARTICLE 12. NOTICES.**

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

District: Contractor:

Sacramento City Unified School District City Year Sacramento PO Box 246870 3400 3<sup>rd</sup> Avenue

PO Box 246870 3400 3<sup>rd</sup> Avenue Sacramento CA 95824-6870 Sacramento, CA 95817

Attn: Kimberly Teague, Contracts

Attn: Jeff Owen, Executive Director

#### ARTICLE 13. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.



#### ARTICLE 14. CONFLICT OF INTEREST.

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor 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, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.

Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

#### ARTICLE 15. NONDISCRIMINATION.

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

# ARTICLE 16. SEVERABILITY.

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

#### ARTICLE 17. RULES AND REGULATIONS.

All rules and regulations of the District's Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Contractor pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

# ARTICLE 18. APPLICABLE LAW/VENUE.

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

# ARTICLE 19. 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.



Executed at Sacramento, California, on the day and year first above written.

May 4, 2017 Date

	SACRAMENTO CITY UNIFIED SCHOOL DISTRICT		CITY YEAR	
Bv:		By:		
<i>y</i> –	Gerardo Castillo		Evelyn Barnes	
	Chief Business Officer		Exec. Vice President &	
			Chief Financial Officer	

Date

# **Appendix A: AmeriCorps Prohibited Activities**

# **Prohibited Activities**<sup>1</sup>

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or CNCS, staff and members may not engage in the following activities (see 45 CFR § 2520.65):

- 1. Attempting to influence legislation;
- 2. Organizing or engaging in protests, petitions, boycotts, or strikes;
- 3. Assisting, promoting, or deterring union organizing;
- 4. Impairing existing contracts for services or collective bargaining agreements;
- 5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- 6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- 7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- 8. Providing a direct benefit to
  - a. A business organized for profit;
  - b. A labor union;
  - c. A partisan political organization;
  - d. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and e. An organization engaged in the religious activities described in paragraph 7. above, unless CNCS assistance is not used to support those religious activities;
- 9. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
- 10. Providing abortion services or referrals for receipt of such services; and
- 11. Such other activities as CNCS may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.

Non-duplication and Non-displacement Language as listed in 45 CFR §§ 2540. 100<sup>2</sup>, which states:

- 1. Non-duplication.
  - i. Corporation assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph of this section are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that

<sup>&</sup>lt;sup>1</sup> The AmeriCorps prohibited activities are consistent with the guidelines outlined by the Corporation for National Community Service (CNCS). These activities are subject to change based on the terms and conditions issued by CNCS. To view CNCS' current list of prohibited activities, visit: <a href="https://www.nationalservice.gov/sites/default/files/documents/acprohibited">https://www.nationalservice.gov/sites/default/files/documents/acprohibited</a> activities.pdf.

<sup>&</sup>lt;sup>2</sup> The Non-duplication and Non-displacement language is consistent with CNCS, 45 CFR §§ 2540.100 can be accessed here: <a href="http://www.ecfr.gov/cgi-bin/text-">http://www.ecfr.gov/cgi-bin/text-</a>

are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

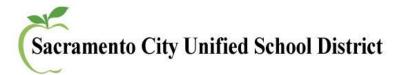
# 2. Non-displacement.

- i. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.
- ii. An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
- iii. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
- iv. A participant in a program receiving Corporation assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
- v. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that—
  - 1. Will supplant the hiring of employed workers; or
  - 2. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
- vi. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any—
  - 1. Presently employed worker;
  - 2. Employee who recently resigned or was discharged;
  - 3. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
  - 4. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
  - 5. 5. Employee who is on strike or who is being locked out.

Restrictions on fundraising by members as listed in 45 CFR §§ 2520.40-45<sup>3</sup>, which states: § 2520.40 AmeriCorps members may raise resources directly in support of your program's service activities.

- i.) Examples of fundraising activities AmeriCorps members may perform include, but are not limited to, the following:
  - 1) Seeking donations of books from companies and individuals for a program in which volunteers teach children to read;
  - 2) Writing a grant proposal to a foundation to secure resources to support the training of volunteers;
  - 3) Securing supplies and equipment from the community to enable volunteers to help build houses for low-income individuals;
  - 4) Securing financial resources from the community to assist in launching or expanding a program that provides social services to the members of the community and is delivered, in whole or in part, through the members of a community-based organization;
  - 5) Seeking donations from alumni of the program for specific service projects being performed by current members.
- ii.) AmeriCorps members may not:
  - 1) Raise funds for living allowances or for an organization's general (as opposed to project) operating expenses or endowment;
  - 2) Write a grant application to the Corporation or to any other Federal agency.

<sup>&</sup>lt;sup>3</sup> Restrictions on fundraising by members are consistent with CNCS, 45 CFR §§ 2520 can be accessed here: <a href="http://www.ecfr.gov/cgibin/retrieveECFR?gp=&SID=86304ff15771fc67afefbbbe4d7ba443&mc=true&n=pt45.4.2520&r=PART&ty=HTML">http://www.ecfr.gov/cgibin/retrieveECFR?gp=&SID=86304ff15771fc67afefbbbe4d7ba443&mc=true&n=pt45.4.2520&r=PART&ty=HTML</a>



iii.) An AmeriCorps member may spend no more than ten percent of his or her originally agreed-upon term of service, as reflected in the member enrollment in the National Service Trust, performing fundraising activities, as described in § 2520.40.



### **Appendix B: Data Sharing Agreement**

In order for City Year to successfully implement the services described above and improve student performance, it is essential that City Year have access to the necessary data and support to properly monitor, adjust and measure the impact of the student supports provided.

- 1. **Use of Data**. City Year uses student-level performance data in partnership with district and school personnel to:
  - determine the scope and types of whole-school, in-class, and targeted student services it will provide;
  - set goals with school administration, teachers, and students regarding school, classroom, and student outcomes;
  - monitor the progress and evaluate the efficacy of its suite of services, from individual students up to whole-school impacts;
  - identify students who are in need of intensive support, monitor their progress, plan and track their interventions throughout the year;
  - report on performance metrics to the school and the school district; and
  - inform and refine our WSWC model design and improve overall quality of service.
- 2. **Obligations of City Year**. To ensure appropriate whole school and targeted interventions are provided, City Year agrees to:
  - periodically review student progress in coordination with representatives from each school partner's student support team (or reasonable proxy) and make decisions regarding student participation in the partnership's targeted interventions;
  - complete periodic reports on behalf of the partnership to City Year's stakeholders, including the school district and AmeriCorps;
  - share evaluation reports from evaluations commissioned by City Year; and
  - track key output data related to City Year's core services.
- 3. **Obligations of the District**. To ensure appropriate whole school and targeted interventions are provided, the District agrees to:
  - provide a primary data collection liaison/data coordinator to ensure that the school and/or the school district provide all necessary student-level data in a timely basis, in accordance with district policies and procedures;
  - help facilitate the completion of surveys and report outcome data in a timely manner to help facilitate internal or external reporting on City Year's impact; and
  - facilitate and/or support the collection of student-level data as outlined below.
- 4. **Data Access, Acquisition, and Requirements**. From the District, City Year will receive the following identifiable, student-level information for all students in the schools it will serve as part of this Agreement:
  - attendance data (e.g. daily absence or tardiness, number of absences/tardies over a specified time period, days attended and missed, average daily attendance);
  - behavior/discipline data (e.g. number of detentions, suspensions, office referrals);
  - ELA and math assessment data (e.g. teacher-produces, district interim and benchmark, district and state standardized tests);



- ELA and math marking period grades and end-of-course grades;
- ELA and math course assignments and grades (if available);
- student identification and demographic data (e.g. name, district ID, date of birth, race/ethnicity, gender); and
- class, class enrollment, teacher, and school identification data (e.g. name of ELA and math class and teacher, class rosters, school and class schedules).

This data will be provided for the current academic year on at least a weekly basis via a secure file transfer from the District to City Year. At the beginning of the academic year, the District will also provide to City Year prior year information for all students enrolled in the schools City Year serves for the data noted above.

Each school will complete surveys which will be used for reporting of City Year's impact. These include:

- mid-year and end-of-year principal, school liaison, and teacher surveys;
- end-of-year student surveys; and
- any other pre-arranged survey efforts that will assist City Year to assess its performance.

Lastly, the District will provide updated feeder pattern/student matriculation data, as needed – on an annual or biannual basis – to inform the strategic deployment of City Year AmeriCorps members to schools.

#### Data Transfer Protocol

The District will assign a team representing technical and academic expertise ("District team") to work with City Year to establish the automated data transfer. The project timeline, services provided by City Year, and tasks required of the District Team will be finalized in a Data Transfer Protocol Statement of Work provided by City Year and agreed upon by the District. City Year will work with the District team to map their data system(s) to City Year's data feed specification. At that point, City Year will work with the District team to establish scheduled, automatic data transfers between the District student data system(s) and a secure file transfer protocol (SFTP) site hosted by City Year. Every time new data is published to the SFTP, City Year will validate the data, load the successful records into the City Year data system ("cyschoolhouse"), and send an email to the District team notifying them of potential errors.

City Year reserves the right to make changes to the Data Transfer Protocol Statement of Work in order to improve data transfer security, quality, and efficiency. Any changes will require City Year to notify the District and no changes will be made without review and approval from [DISTRICT DESIGNEE] or, in the case of staff turnover or reassignment, a jointly agreed upon District representative.

5. **FERPA**. City Year uses data in partnership with the District in the legitimate educational interest of students, by reviewing student-level data to identify which students need supports and to modify those supports in response to data, aligning with the requirements listed in 34 C.F.R. section 99.31 of the Family Educational Rights and Privacy Act (FERPA).

For purposes of this Agreement, City Year shall function as an agent of the District with regard to accessing pupil record information necessary for City Year's performance. City Year agrees to the



following conditions, as required by 20 U.S.C. section 1232g and 34 C.F.R. section 99.31(FERPA): City Year is under the direct control of the agency or institution with respect to the use and maintenance of education records; and City Year is subject to the requirements of 34 C.F.R. section 99.33(a) governing the use and re-disclosure of personally identifiable information from education records.

For purposes of studying the program to improve instruction, City Year shall comply with all requirements of 34 C.F.R. section 99.31(a)(6). City Year shall conduct its study in a manner that does not permit personal identification of parents and students by anyone other than representatives of City Year authorized by this Agreement with legitimate educational interests for purposes of this Agreement. For the purposes of auditing or evaluating City Year's federally-supported program, City Year shall comply with 34 C.F.R. 99.31(a) and 99.35.

6. Ownership and Protection of Confidential Information. Confidential Information means any and all information of either party disclosed or otherwise made available to or learned by the parties under this Agreement, which is designated as "confidential" or "proprietary" or which, under all of the circumstances, ought reasonably to be treated as confidential, and includes, but is not limited to, school data and, all school student records and personnel records of both parties.

School Information means all information, in any form, furnished or made available directly or indirectly to City Year by the school partner or otherwise obtained by City Year from the school partner in connection with this Agreement, including all information of the school, District or any District affiliates to which City Year has had or will have access, whether in oral, written, graphic, or machine-readable form.

City Year, the District, and each school partner will maintain the confidentiality of any and all student data exchanged as part of this Agreement. Confidentiality requirements will survive the termination or expiration of this agreement. To ensure the continued confidentiality and security of student data, City Year and school security plans will be followed.

Confidential Information of either party (and any derivative works thereof or modifications thereto) is and will remain the exclusive property of that party or its licensors, as applicable. Neither party shall possess nor assert any lien or other right against or to Confidential Information of the other party. No Confidential Information of either party, or any part thereof (including, without limitation, any School Information,), will be sold, assigned, leased, or otherwise disposed of to third parties by the other party or commercially exploited by or on behalf of City Year, its employees or agents.

During the course and scope of its services hereunder, City Year and/or its school partners will gain knowledge of or have access to, including electronic access to, Confidential Information of the other party, or otherwise have Confidential Information disclosed to it. The parties each understand that Confidential Information is made available to it only to the extent necessary to perform its duties within the course and scope of this Agreement, and the respective parties' and their respective personnel will use Confidential Information for no other purpose. Each party will disclose Confidential Information only to its personnel with a need to access such data as a necessary part of the performance of this Agreement.

City Year personnel may, by nature of the services, have access to systems and devices containing Confidential Information, but have no need to actually access such Confidential Information in order



to perform Services. City Year therefore agrees to use reasonable efforts to avoid unnecessary exposure by City Year personnel to Confidential Information. City Year further agrees to comply, and agrees to require City Year Personnel to comply, with all applicable laws relating to the access, use and disclosure of Confidential Information and any School Information embodied therein. The parties will each cooperate fully in resolving any actual or suspected acquisition or misuse of Confidential Information.

Notwithstanding the terms of this section, the parties may disclose Confidential Information if disclosure is required by law in response to a valid order of a court of competent jurisdiction or authorized government agency, provided that the disclosing party must provide the other party prompt notice of the order and at the other party's request and expense, reasonably cooperate with efforts to receive a protective order or otherwise limit disclosure.

At no cost to the party that owns the Confidential Information, the other party shall upon (a) request by the owner at any time, and (b) upon termination or expiration of this Agreement, securely eliminate or return promptly in the format and on the media in use as of the date of request, all or any requested portion of Confidential Information that may be in the other party's possession or control. Notwithstanding the foregoing and subject to any restrictions imposed by applicable law, the parties may each retain a copy of the other's Confidential Information (but excluding any student or employee data) solely for archival purposes and in connection with any dispute between the parties.



### **Appendix C: Whole School, Whole Child Services**

### Whole School, Whole Child Services

Research from Johns Hopkins University has shown that students who are most at risk of dropping out of school can be identified as early as the 6th grade through three "off-track" early warning indicators (EWIs) that predict success in school – poor attendance, unsatisfactory behavior, and course failure in math or English. Students in high poverty environments whose performance is off-track in even just one of these indicators between the 6th and 9th grade typically have less than a 25% chance of graduating from high school. It is for this reason that we work primarily with students in grades 3-9 and focus on prevention, growth, and recovery.

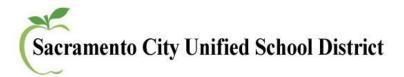
City Year supports the efforts of school districts to turn around their lowest achieving schools by providing whole-school and targeted supports to ensure students stay in school and on track to graduate. To address the needs of students in high poverty schools, City Year utilizes research-based programming, the centerpiece of which is a holistic school partnership model called Whole School, Whole Child ("WSWC").

This model is designed to leverage City Year's unique assets – its AmeriCorps members – who serve as "near peer" tutors, mentors, role models, and coaches to students. City Year AmeriCorps members bring many positive attributes to their schools, including:

- A critical mass of human capital to help address the social emotional and academic needs of students who need additional support in the grades we serve
- A full-time school presence (approximately 7:30 a.m. to 6 p.m.) of highly organized, supervised, and trained young adults, four days a week
- An idealistic culture and energy that creates a more engaging learning environment
- The ability to organize school-wide and community events that engage families in the life of the school
- Increased intervention capacity to provide responses to student needs

WSWC services are guided by a rigorous data collection and review process that is used in partnership with school staff to regularly monitor individual student performance and to tailor the types and intensity of supports needed —both academically and socio-emotionally. City Year reviews student-level data and works with school leadership to identify students who are off-track in one or more of the EWIs. This process of data-informed intervention, based on an early warning monitoring system, allows City Year to deliver the right support to the right students at the right time. These supports include:

- Attendance Monitoring and Incentive Programs: AmeriCorps members work closely with students to monitor and improve attendance through attendance initiatives, direct student coaching, and communication to parents and guardians.
- Behavioral Support: AmeriCorps members coach students in developing various lifelong social, emotional and leadership skills through instruction in social emotional learning, and near-peer coaching and goal setting.
- Course Performance in math and English: AmeriCorps members tutor students one-on-one
  and in small groups, implementing intervention strategies in foundational skills that
  supplement the schools' curricula in order to increase student academic performance.
  AmeriCorps members also support whole class instruction and lead out-of-class activities

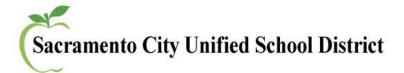


that complement classroom learning and help put students on a path towards high school graduation.

#### **Services**

AmeriCorps members and school partners use EWI data to identify which students need what types of intervention and when. City Year staff collaborates with school staff to employ a Response to Intervention (RTI) approach, a research-based strategy that allows educators to identify and monitor students who are off-track or falling off-track and make real-time adjustments to interventions. The RTI framework is divided into tiers of direct student support, enabling City Year to tailor the type and intensity of its academic and social-emotional interventions based on student need. City Year provides both Tier 1 school-wide supports and Tier 2 targeted interventions for students in need of extra support, but who do not qualify for special education. The figure below provides an example of how City Year services can be tailored in a particular school to support the growth of all students, while targeting the individual needs of students who require additional academic or social emotional development (SED) support. In all cases, AmeriCorps members strive to forge positive relationships with all students.

	Attendance	SED/Behavior	Course Performance	Afterschool
All Students (Tier 1)	<ul> <li>Morning greeting/before-school activities</li> <li>Attendance incentive and recognition programming</li> <li>Student and community engagement</li> </ul>	Classroom, hallway, and lunch behavior support	<ul> <li>Classroom instruction support (enabling differentiated instruction)</li> <li>Academic-focused community engagement (e.g. Family Reading Night)</li> </ul>	Homework Assistance Provide homework assistance, which includes providing general academic support and coaching, for a consistent group of students after school.  Enrichment Programming Develop engaging activities for students after school, including enrichment and service. This may include arts, STEM, music, or recreation.  Social Justice and Service Projects: Lead City Year's extended learning/ after school program that explores the social factors that influence our community and challenges learners to lead meaningful service activities that benefit their school and broader community.
Targeted Students (Tier 2)	<ul> <li>Attendance monitoring (phone calls home)</li> <li>Attendance coaching</li> <li>Ongoing assessment and monitoring</li> </ul>	Behavior coaching     Leadership development activities     Ongoing instruction, assessment, and monitoring	<ul> <li>One-on-one tutoring</li> <li>Small-group tutoring</li> <li>Homework support before school and during afterschool programming</li> <li>Ongoing assessment and monitoring</li> </ul>	



AmeriCorps members deliver these integrated services throughout the day, from before the first bell to the end of the school day, and in many schools, through the conclusion of afterschool programming. This full-time service provides a continuous, supportive presence throughout the day and can help to build connections between students' classroom learning and their before- and afterschool experiences. City Year teams encourage students to attend morning or afterschool programs, and with the help of data, they can check to see that the students who are attending are those who need additional support. In City Year sites that support afterschool programming, this aspect of the WSWC model:

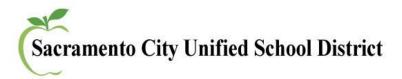
- Increases the relevance of extended learning time to best meet the individual needs of students.
- Deliberately links in-school learning and afterschool engagement opportunities.
- Increases community service and character/leadership development opportunities that are linked to classroom learning.



# **Appendix D: City Year Staffing and Leadership**

A robust, local City Year leadership team will oversee all aspects of service provided to your district. This team is organized to streamline City Year's communications with district and school partners, and to manage daily service delivery and the timely fulfillment of the partnership's performance targets at both the district and school level. Key City Year team members include:

City Year Executive Director: Serves as the primary leader and strategist for the site. The Executive Director is responsible for the site's delivery, and its performance and success in achieving its potential for impact, sustainability, and scale.  Managing Director/Director of Impact: Manages and develops the overall service partnership and oversees City Year's day-to-day program implementation, evaluation, and documentation of efforts. The Director of Impact also coordinates with City Year field staff and individual schools to ensure that school-level performance targets are being met.	Primary Liaisons to the School District
Program Managers: Serve as the primary liaisons with each school principal and oversee the daily execution of services at the school site. The Program Managers will also be responsible for the preparation, ongoing management, and professional development of the AmeriCorps member teams to ensure that the impact of AmeriCorps members is maximized to provide the best student outcomes.	Primary Liaison to Each School Partner
Team Leaders: A senior AmeriCorps member who has the experience and demonstrated leadership to lead the team of AmeriCorps members throughout their daily student support services.  The national City Year network: Performs ongoing research, evaluation, and development of its services across all sites, based on leading education research. All City Year teams will be supported by a national network of City Year staff and AmeriCorps members working in over 300 schools, who share best practices on regular basis.	Other Partnership Support Staff



# Appendix E: AmeriCorps Member Training and On-Going Professional Development

City Year uses a research-based experiential learning model to prepare AmeriCorps members to lead our educational interventions in schools, incorporating direct training, in-service observation and coaching, guided reflection, and frequent performance assessment and review. AmeriCorps members are trained by City Year staff, school staff, district professional development partners, and external experts. These trainings start before the beginning of the school year and continue throughout the year. A sample training calendar for AmeriCorps members is provided below (note: specific dates and duration of training activities for your AmeriCorps members may vary).

July: One Week National Staff Training

August: Two Week Basic Training Academy with Integrated District/School Practicum

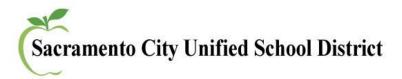
**September – January:** Ongoing Professional Development

**February:** Three Day Advanced Training Academy

**February – June:** Ongoing Professional Development

### Training topics include:

- Youth development and learning theory
- Literacy and math content, support, and intervention strategies aligned to district curriculum and priorities
- Attendance and behavioral support, and intervention strategies aligned to district priorities and programs
- Ongoing data management and analysis
- Understanding the Response to Intervention (RTI) model and early warning indicator system
- Student safety, codes of conduct, and student data security
- Building a culture of achievement in the classroom and throughout the school community
- Leveraging relationships with youth to boost achievement
- Understanding the underlying social factors that influence the local community
- Family engagement
- Partnering with teachers, instructional coaches, and administrators
- Developing positive, supportive relationships with youth to boost achievement
- AmeriCorps members' civic leadership development



# **Appendix F: Corporate Support for City Year**

City Year partners with district leaders, school leaders, and teachers to provide students in low performing, high needs schools with the support they need to succeed. In doing so, our model is designed to provide additional human capital to support students as they progress from elementary through high school in order to continue to build the nation's urban graduation pipeline. As part of its service in schools, City Year works with a variety of external partners including, the Corporation for National and Community Service (AmeriCorps) and other federal entities, national and local philanthropies, corporate partners, and individual donors to bring additional resources into the schools where we work.

Corporate partners can provide support to City Year and its partner schools in three possible ways. First, they may provide financial support that makes it possible for City Year to provide its services at a reduced cost to schools. Second, corporate partners may operate their own community service and engagement programs that could benefit schools, students, and parents. Third, employees from corporate partners may be available to serve as school volunteers who can supplement the service of City Year AmeriCorps members at your schools.

Corporate partners will be subject to all relevant District and school policies. Subject to this condition, the District agrees to allow City Year to work with corporate partners to supplement its work under this Agreement.

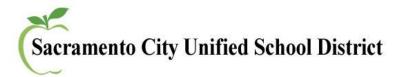
# Use of corporate volunteers to supplement City Year service

In conjunction with our AmeriCorps members, corporate volunteers are able to supplement a variety of Tier I attendance supports in your school, including joining in morning greetings, participating in attendance recognition programs, and leading community engagement events such as career fair nights. Volunteers can also supplement City Year's after-school programming, assist students with homework, provide students with additional tutoring and mentoring, and speak to students about career and professional paths.

Benefits of having corporate volunteers work with City Year in your schools include:

- Additional hands-on support for a greater number of underserved students who are in need of academic tutoring and extracurricular enrichment opportunities
- Help to broaden the horizon of our students by connecting them to careers and professionals that exist in their community and surrounding neighborhoods
- Connection to corporate partners and their employees who want to support schools and participate in meaningful, socially conscious activities

Corporate partners who serve as school volunteers will be subject to all District and school requirements regarding the activities of volunteers in schools.



# Addendum to Technology Services Related Agreements for Education Code Section 49073.1 Compliance

This Addendum ("Addendum") is entered into between Sacramento City Unified School District ("LEA") and City Year ("Service Provider") on May 4, 2017 ("Effective Date").

**WHEREAS**, the LEA and the Service Provider entered into an agreement titled Services Agreement ("Technology Services Agreement") dated May 4, 2017.

WHEREAS, pursuant to the Technology Services Agreement, the Service Provider agreed to provide the LEA the following services: Provide a scalable, centrally managed "Whole School Whole Child" model that delivers a holistic set of whole-school and focused supports to ensure students stay in school and on track to graduate, by deploying 53 AmeriCorps Members to the following five schools (Fr. Keith B. Kenny, Leataata Floyd, Fern Bacon, Oak Ridge, Rosa Parks) ("Services");

**WHEREAS**, the LEA is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 ("AB 1584", currently found in Education Code section 49073.1), the California Education Code, the Children's Online Privacy and Protection Act ("COPPA"), and the Family Educational Rights and Privacy Act ("FERPA");

**WHEREAS**, Education Code Section 49073.1 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency and a third-party service provider must include certain terms; and

**WHEREAS**, the LEA and the Service Provider desire to have the Technology Services Agreement and the services comply with Education Code Section 49073.1;

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

- 1. Service Provider shall not use any information in a Pupil Record for any purpose other than those required or specifically permitted by the Technology Services Agreement. For the purposes of this Addendum, a "Pupil Record" or Pupil Records" include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees. Pupil Records does not include de-identified information (information that, on its own or in aggregate, cannot be used to identify an individual pupil) used by the third party (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the operator's products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications.
- 2. All Pupil Records obtained by Service Provider from LEA continue to be the property of and under control of the LEA. The LEA retains exclusive control over student and staff



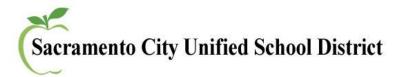
data, including determining who may access data and how it may be used for legitimate authorized purposes.

- 3. Service Provider shall provide a means by which its employees, when so authorized, can search and export Pupil Records through reasonable procedures such that the LEA can respond to a parent, legal guardian or eligible student who seeks to review personally identifiable information on the pupil's records or correct erroneous information. Service Provider shall provide procedures for the transfer of pupil-generated content to an account, format or medium designated by the LEA.
- 4. Service Provider may not distribute Pupil Records to any third party without LEA's express written consent or as permitted by the Agreement, unless required by law. Unless permitted by the Agreement, use of subcontractors and subcontractor access to Pupil Records must be approved in writing by the LEA. Service Provider will ensure that approved subcontractors adhere to all provisions of the Technical Services Agreement and this Addendum. Provider ensures that any subcontractor or subprocessor that it engages to process, store or access Pupil Records has adequate technical security and organizational measures in place to keep Pupil Records secure and to comply with the terms of the Technical Services Agreement and this Addendum.
- 5. Service Provider shall take actions to ensure the security and confidentiality of Pupil Records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of Pupil Records.
  - 5.1 Service Provider shall maintain all data obtained or generated pursuant to the Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to the Agreement except as necessary to fulfill the purpose of the original request. Service Provider shall warrant that security measures are in place to help protect against loss, misuse and alteration of the data under Service Provider's control. When the Service or data are accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology protects information, using both server authentication and data encryption to help ensure that data are safe, secure and available to only authorized users. Service Provider shall host content pursuant to the Service in a secure server environment that uses firewalls and other advanced technology to prevent interference or access from outside intruders. Where applicable, the Service will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.
- 6. Notwithstanding section 6.1 below, Service Provider certifies that Pupil Records shall not be retained or available to the Service Provider or any such third party that the Service Provider has contracted with for the purpose of providing the Service following the completion of the terms of the Technology Services Agreement. Service Provider shall destroy or return to the LEA all Pupil Records obtained pursuant to the Technology Services Agreement when such Pupil Records are no longer required for the Service, or within a reasonable period of time. Nothing in this Addendum authorizes the Service



Provider to maintain personally identifiable data beyond the time period reasonably needed to complete the disposal of Pupil Records following the Service.

- 6.1 Service Provider may retain a specific pupil's records in the event that that pupil chooses to establish or maintain an account with the Service Provider for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content or by transferring pupil-generated content to a personal account.
- 7. Upon becoming aware of any unlawful or unauthorized access to Pupil Records stored on equipment used by Service Provider or in facilities used by Service Provider, Service Provider will take the following measures:
  - 7.1 Promptly notify the LEA of the suspected or actual incident. This typically will occur within 24 hours of confirmation of the incident;
  - 7.2 Promptly investigate the incident and provide LEA with detailed information regarding the incident, including the identity of affected Pupil Records and Users; and
  - 7.3 Assist the LEA in notifying affected users, affected parents, and legal guardians of the unauthorized access to Pupil Records and of commercially reasonable steps to mitigate the effects and to minimize any damage resulting from the incident. Service Provider shall be responsible for all costs associated with providing said notifications and the costs of commercially reasonable remedies in response to a data breach or unauthorized access to Pupil Records stored on equipment used by Service Provider or in facilities used by Service Provider. Service Provider shall have obtained a sufficient cyber-liability insurance policy that provides for a number of potential remedies, such as credit monitoring for affected parties, fraud coverage, crisis management communications coverage, business interruption coverage, and data restoration coverage, among others.
- 8. The terms and conditions of the Technology Services Agreement and any addenda are incorporated herein by reference. This Addendum shall govern the treatment of student records in order to comply with the privacy protections, including those found in FERPA and Education Code Section 49073.1. In the event there is a conflict between the terms of this Addendum and the Technology Services Agreement or any other agreement or contract document(s) pertaining to the Technology Services Agreement, the terms of this Addendum shall apply. Notwithstanding the above statement, all other provisions of the Technology Services Agreement shall remain unaffected.
- 9. The term of this Addendum shall expire on the termination date stated in the Technology Services Agreement or in any addenda to such Technology Services Agreement, whichever controls.



10.	Neither LEA nor Service Provider may without mutual written consent.	y modify or amend the terms of this Addendum
Exec	uted at Sacramento, California on the day	y and year first written above.
Evely	yn Barnes, Chief Financial Officer	Gerardo Castillo, Chief Business Officer
 Date		May 4, 2017 Date



# SERVICES AGREEMENT

**Date:** May 4, 2017 **Place:** Sacramento, California

**Parties:** Sacramento City Unified School District, a political subdivision of the State of

California, (hereinafter referred to as the "District"); and Vision 2000, (hereinafter

referred to as "Contractor").

#### **Recitals:**

A. The District is a public school district in the County of Sacramento, State of California, and has its administrative offices located at the Serna Center, 5735 47<sup>th</sup> Avenue, Sacramento, CA 95824.

- B. The District desires to engage the services of the Contractor and to have said Contractor render services on the terms and conditions provided in this Agreement.
- C. California Government Code Section 53060 authorizes a public school district to contract with and employ any persons to furnish to the District, services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained, experienced and competent to perform the required services, provided such contract is approved or ratified by the governing board of the school district. Said section further authorizes the District to pay from any available funds such compensation to such persons as it deems proper for the services rendered, as set forth in the contract.
- D. The Contractor is specially trained, experienced and competent to perform the services required by the District, and such services are needed on a limited basis.

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

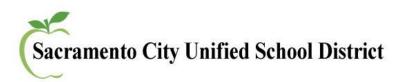
## ARTICLE 1. SERVICES.

The Contractor hereby agrees to provide to the District the services as described below ("Services"):

Planning, facilitating and implementation of 2017 Summer Math & Reading Academy at California State University, Sacramento, for approx. 300 students.

# ARTICLE 2. TERM.

This Agreement shall commence on June 14, 2017, and continue through July 14, 2017 unless sooner terminated, as set forth in Article 10 of this Agreement, provided all services under this Agreement are performed in a manner that satisfies both the needs and reasonable expectations of the District. The determination of a satisfactory performance shall be in the sole judgment and discretion of the District in light of applicable industry standards, if applicable. The term may be



extended by mutual consent of the parties on the same terms and conditions by a mutually executed addendum.

# ARTICLE 3. PAYMENT.

District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement as follows:

<u>Flat Rate:</u> The total payment to Contractor, including travel and other expenses, shall be One Hundred Twelve Thousand, One Hundred Twenty One and 80/100 Dollars (\$112,121.80).

Payment shall be made within 30 days upon submission of periodic invoice(s) to the attention of Lisa Allen, Chief of Schools, Sacramento City Unified School District, P.O. Box 246870, Sacramento, California 95824-6870.

# ARTICLE 4. EQUIPMENT AND FACILITIES.

District will provide Contractor with access to all needed records and materials during normal business hours upon reasonable notice. However, District shall not be responsible for nor will it be required to provide personnel to accomplish the duties and obligations of Contractor under this Agreement. Contractor will provide all other necessary equipment and facilities to render the services pursuant to this Agreement.

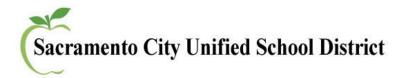
# ARTICLE 5. WORKS FOR HIRE/COPYRIGHT/TRADEMARK/PATENT

The Contractor understands and agrees that all matters specifically produced under this Agreement that contain no intellectual property or other protected works owned by Contractor shall be works for hire and shall become the sole property of the District and cannot be used without the District's express written permission. The District shall have the right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. The Contractor consents to the use of the Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose in any medium.

As to those matters specifically produced under this Agreement that are composed of intellectual property or other protected works, Contractor must clearly identify to the District those protected elements included in the completed work. The remainder of the intellectual property of such completed works shall be deemed the sole property of the District. The completed works that include both elements of Contractor's protected works and the District's protected works, shall be subject to a mutual non-exclusive license agreement that permits either party to utilize the completed work in a manner consistent with this Agreement including the sale, use, performance and distribution of the matters, for any purpose in any medium.

# ARTICLE 6. INDEPENDENT CONTRACTOR.

Contractor's relationship to the District under this Agreement shall be one of an independent contractor. The Contractor and all of their employees shall not be employees or agents of the



District and are not entitled to participate in any District pension plans, retirement, health and welfare programs, or any similar programs or benefits, as a result of this Agreement.

The Contractor and their employees or agents rendering services under this agreement shall not be employees of the District for federal or state tax purposes, or for any other purpose. The Contractor acknowledges and agrees that it is the sole responsibility of the Contractor to report as income its compensation from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local tax authorities. No part of the Contractor's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance, or any other similar state or federal tax obligation.

The Contractor agrees to defend, indemnify and hold the District harmless from any and all claims, losses, liabilities, or damages arising from any contention by a third party that an employer-employee relationship exists by reason of this Agreement.

The District assumes no liability for workers' compensation or liability for loss, damage or injury to persons or property during or relating to the performance of services under this Agreement.

# ARTICLE 7. FINGERPRINTING REQUIREMENTS.

Education Code Section 45125.1 states that if employees of any contractor providing school site administrative or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of Justice (DOJ) before entering the school site 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, 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 the District.

Contractor will provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement (or MOU). Contractor shall obtain subsequent arrest service from DOJ for ongoing notification regarding an individual whose fingerprints were submitted pursuant to §45125.1. Upon receipt of such a subsequent arrest notification from DOJ, Contractor shall, within 24 hours, notify the District of such a subsequent arrest notification. If an employee is disqualified from working for the District pursuant to the requirements of the California Education Code, Contractor agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.

# ARTICLE 8. MUTUAL INDEMNIFICATION.

Each of the Parties shall defend, indemnify and hold harmless the other Party, its officers, agents and employees from any and all claims, liabilities and costs, for any damages, sickness, death, or injury to person(s) or property, including payment of reasonable attorney's fees, and including without limitation all consequential damages, from any cause whatsoever, arising directly or indirectly from or connected with the operations or services performed under this Agreement,



caused in whole or in part by the negligent or intentional acts or omissions of the Parties or its agents, employees or subcontractors.

It is the intention of the Parties, where fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any damage attributable to fault of that Party. It is further understood and agreed that such indemnification will survive the termination of this Agreement.

# ARTICLE 9. INSURANCE.

Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a copy of its policy evidencing its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence. Contractor will also provide a written endorsement to such policy naming District as an additional insured, and such endorsement shall also state "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid by the Contractor to the District.

# ARTICLE 10. TERMINATION.

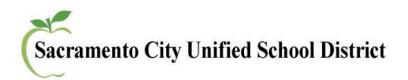
The District may terminate this Agreement without cause upon giving the Contractor thirty days written notice. Notice shall be deemed given when received by Contractor, or no later than three days after the day of mailing, whichever is sooner.

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

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

# ARTICLE 11. ASSIGNMENT.

This Agreement is for personal services to be performed by the Contractor. Neither this Agreement nor any duties or obligations to be performed under this Agreement shall be assigned without the prior written consent of the District, which shall not be unreasonably withheld. In the



event of an assignment to which the District has consented, the assignee or his/her or its legal representative shall agree in writing with the District to personally assume, perform, and be bound by the covenants, obligations, and agreements contained in this Agreement.

## ARTICLE 12. NOTICES.

Any notices, requests, demand or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or on the day after dispatching by Federal Express or another overnight delivery service, and properly addressed as follows:

District: Contractor: Sacramento City Unified School District Vision 2000

PO Box 246870 2816 Robinson Creek Lane Sacramento CA 95824-6870 Elk Grove, CA 95858 Attn: Kimberly Teague, Contract Specialist Attn: Hazel Mahone

## ARTICLE 13. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties and supersedes all prior understanding between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations under this Agreement be waived, except by written instrument signed by the party to be otherwise expressly permitted in this Agreement.

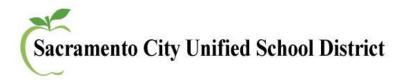
# ARTICLE 14. CONFLICT OF INTEREST.

The Contractor shall abide by and be subject to all applicable District policies, regulations, statutes or other laws regarding conflict of interest. Contractor 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, Contractor shall not hire any employee of the United States government to perform any service covered by this Agreement.

Contractor affirms to the best of their knowledge, there exists no actual or potential conflict of interest between Contractor's family, business or financial interest and the services provided under this Agreement. In the event of a change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to the District's attention in writing.

## ARTICLE 15. NONDISCRIMINATION.

It is the policy of the District that in connection with all services performed under contract, there will be no discrimination against any prospective or active employee engaged in the work



because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Contractor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act.

## ARTICLE 16. SEVERABILITY.

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

# ARTICLE 17. RULES AND REGULATIONS.

All rules and regulations of the District's Board of Education and all federal, state and local laws, ordinance and regulations are to be strictly observed by the Contractor pursuant to this Agreement. Any rule, regulation or law required to be contained in this Agreement shall be deemed to be incorporated herein.

# ARTICLE 18. APPLICABLE LAW/VENUE.

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

# ARTICLE 19. 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.

Executed at Sacramento, California, on the day and year first above written.

	SACRAMENTO CITY UNIFIED SCHOOL DISTRICT		VISION 2000	
By:		Ву:		
	Gerardo Castillo Chief Business Officer		Hazel Mahone	
	Date		Date	

SA 17-00069

# Agreement for Professional Expert/Consultant Services

This agreement made and entered into this 1 July, 2016, by and between the Sacramento City Unified School District, Health Services, hereinafter referred to as "SCUSD", and Action Supportive Care Services, hereinafter referred to as "Consultant".

This agreement shall commence on July 1, 2016 and shall continue until and including June 30, 2017.

WHEREAS, SCUSD is desirous of having certain special services performed: and

WHEREAS, Consultant, is willing to perform such services.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein

Contained, IT IS AGREED by and between the parties hereto as follows:

## 1.0 Scope of Work

The parties agree that consultant is to provide nursing services, under the terms and conditions of this agreement and in accordance with any applicable requirements of federal or state special education regulations, local laws, rules and/or regulations, third party reimbursement sources (public or private) or other reimbursement sources covering Consultant's services. The nursing/health instruction aide services are to be provided in the students' school of attendance, or in certain circumstances, at agreed field trip locations. Consultant agrees that all services will be rendered with regard to conditions of participation and reimbursement coverage required by governmental and third party reimbursement sources.

In the event that a Special Education Student(s) does not attend school, whether due to illness or any other reason, the scheduled, skilled nurse, that has previously been assigned to also care for a General Education student, would continue to provide care for the duration of time needed, no less than 4 hours, by that General Education Student(s) Skilled Nurse. Should a General Education Student not need the entire 4 hours, the Skilled Nurse would assist with any other Skilled Nursing needs on any campus. Consultant will notify Health Services via email to Rebecca-Wall@SCUSD.edu and this care would be billed to the SCUSD, Health Services.

In the event that the General Education student has a fieldtrip, Consultant will provide care for the duration of time needed, no less than 4 hours. Consultant will notify Health Services via email to Rebecca-Wall@SCUSD.edu and this care would be billed to the SCUSD, Health Services.

In the event that Consultant is unable to provide service, whether due to illness or any other reason, Consultant will notify the lead nurse, Suzanne Auchterlonie, and school nurse for the school as soon as possible. Action Supportive Care Services will make every effort to offer a replacement.

Such services shall, at times, include travel and may be performed at other locations, specifically authorized by SCUSD.

#### 2.0 Independent Contractor

This agreement does not constitute a hiring of consultant by SCUSD. It is the parties' intention that so far as shall be in conformity with the law the consultant shall be an independent contractor and not an SCUSD employee. In conformity therewith the Consultant shall retain sole and absolute discretion and judgment in the manner and means of providing consulting services to the SCUSD. This agreement shall not be construed as a partnership and SCUSD shall not be liable for any obligation incurred by the Consultant. However, Consultant shall comply with all policies, rules and regulations of the SCUSD in connection with the provision of the Consultant's services. All services rendered by the Consultant shall be rendered in a competent, efficient and satisfactory manner and in strict accordance with the currently approved methods and practices in the Consultant's professional specialty. The Consultant assumes professional and administrative responsibility for the services rendered only to the extent that:

- a. The SCUSD is responsible for assuring itself that the Consultant is qualified by education and/or experience to render the services contract for; and
- b. The Consultant is satisfying all of the obligations herein set forth.

# 3.0 Amendment of Scope of Work

Said scope of work may be amended with the written approval of both Consultant and SCUSD.

#### 4.1 Payment Schedule

Consultant will be compensated by SCUSD for services rendered on a fee-for-service basis from the first day of a month to the end of the same month (hereinafter referred to as the "billing period") according to invoices submitted to SCUSD via email to Rebecca-Wall@scusd.edu no later than five (5) days following the end of the billing period in which said services were rendered.

- \$50.00/hour will be charged for the following services:
  - Skilled nursing services performed by an RN/LVN, including administration of medications
- \$30,00/hour will be charged for the following

services: Health/Instruction Aide

\$52.00/hour will be charged for the following services:

Out of Area/Overnight Field Trips

(Travel time and/or mileage at the current business mileage reimbursement rate as defined by the IRS at <a href="https://www.irs.gov/tax-professionals/standard-mileage-rates">https://www.irs.gov/tax-professionals/standard-mileage-rates</a> may be charged for field trips greater than or equal to 30 miles from the downtown Sacramento area, if the nurse if required to drive his or her own vehicle)

Invoices will include:

The Name of the Contractor

Services Dates, Hours of Services rendered, charges applicable.

Any amendments or changes to the schedule of fees hereinabove stated shall be effective thirty days (30) following the date upon which the parties hereto agree to such amendment or change in writing. Upon parties' mutual acceptance in writing, the amended schedule of fees shall become part of this agreement.

#### 5.0 Records

Consultant shall maintain at all times complete detailed records with regard to work performed under this agreement in a form acceptable to SCUSD, and SCUSD shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms to this agreement, no payments shall be made to Consultant until SCUSD is satisfied that work of such value has been rendered pursuant to this agreement.

#### 6.0 Non-Assignability

This agreement and the rights and duties thereunder shall not be assigned in whole or in part without the express written consent of SCUSD.

#### 7.0 Compensation Insurance

SCUSD shall not provide worker's compensation insurance coverage for Consultant.

Consultant shall maintain general liability insurance, including automobile coverage with limits of \$1,000,000 per occurrence for bodily injury and property damage. Where requested, the coverage shall be primary as to SCUSD and shall name SCUSD as an additional insured. Copied of all policies or certificates of worker's compensation and liability insurance shall be provided to the SCUSD within ten (10) days of signing this Agreement.

#### 8.0 Background Check/DOJ Clearance

Consultant must submit or have submitted their fingerprint live scan to DOJ for clearance: All of the Consultant's employees or independent contractors who may come in contact with pupils must also have this clearance. All of the Consultant's employees or independent contractors who may come in contact with pupils must also have current TB clearance.

The Consultant shall certify in writing to the SCUSD that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony (Penal Code § 667.S(c), 1192.7 (c). (Attach Certification Letter)

#### 9.0 Cancellation

This agreement may be canceled by SCUSD or Consultant upon the giving of ten (10) days advance written notice. Such notice shall be personally served or given by United States Mail. In the event of cancellation, Consultant shall be paid for all work performed to the date of cancellation.

In Addition, SCUSD may terminate this Agreement for cause should Consultant fail to perform any part of this Agreement. In the event of a termination for cause, SCUSD may secure the required services from another Consultant. If the cost to SCUSD exceeds the cost of providing the service pursuant to this Agreement, Consultant shall pay the additional cost.

# 10.0 Hold Harmless and Indemnification

The Consultant agrees to hold harmless and to indemnity the SCUSD for:

Any injury to person or property sustained by the Consultant or by any of the individuals participating in or associated with him/her, however, caused; and

Any injury to person or property sustained by any person firm or corporation, caused by any act, neglect, default or omission, of the Consultant, or of any person, firm, or corporation directly or indirectly employed by the Consultant upon or in connection with this agreement, or any other persons/parties services arising out of the or in the course of the term of this agreement, and the Consultant at his/her own cost, expense and risk, shall defend any, and all actions, suits or other legal proceedings that may be instituted against the SCUSD for any such claim or demand, and pay or satisfy any judgment that may be rendered against the SCUSD in any such action, suit or legal proceedings or result thereof.

# 11.0 Attorney's Fees

In the event of the commencement of suit to enforce any of the terms or conditions in this agreement, the prevailing party in such litigation shall be entitled to recover such sum as the court may fix as attorney's fees.

#### 12.0 Notice

Any notice required to be provided to any party to this agreement shall be in writing and shall be considered effective as of the date of deposit with the United States Postal Service by certified or registered mail, postage prepaid, return receipt and addressed to the party as follows:

SCUSD:

Sacramento City Unified School

District Health Services - Box 764

5735 47th Avenue

Sacramento, CA 95824

Consultant:

Action Supportive Care Services

1190 Suncast Lane, Suite

5 El Dorado Hills, CA

95762

Each party hereto agrees to notify its employees, agents or subsidiaries of any notice given Under this agreement which materially affects the duties of the parties to this agreement. Any changes in the above addresses for notice shall be provided to the other party to this Agreement with five (5) days of such change.

# 13.0 Severability

In the event that any portion of this agreement is finally determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this agreement shall continue in full force and effect.

## 14.0 Civil Rights

Consultant agrees to comply with Title VI of Civil Rights Act of 1964 and all requirements imposed pursuant to the regulation of the Department of Health, Education and Welfare (45 C.F.R. Part 80) issued pursuant to that Title, to the end that, no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity from which Federal funds are used in support of the Consultant's activities.

## 15.0 Miscellaneous

Each party to this agreement acknowledges that no representation, inducement, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any parties, which are not embodied herein, and that no other agreement, statement or promise not contained in this agreement shall be valid or binding.

IN WITNESS HEREOF, we the undersigned, duly authorized representatives of the parties to this agreement hereinabove expressed, have entered into this agreement without reservation and have read the terms herein.

# **Sacramento City Unified School District**

Karen Hahn Owner/Administrator

Gerardo Castillo Chief Business Officer	Date Signed
Consultant:	
Action Supportive Care Services	
1190 Suncast Lane, Suite 5	
El Dorado Hills, CA 95762	
{916} 933-6901	
{916) 939-1959	
Email: Yolonda.torrence@actionhomenursing.com	
J. Karenysan	3-3-2017
Karen Hahn Owner/Administrator	Date Signed

SA17-00458

# AGREEMENT FOR SUMMER SERVICES

#### Between

# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT Youth Development Support Services And

# FOCUS ON FAMILY

The Sacramento City Unified School District ("District") and FOCUS ON FAMILY (FOCUS ON FAMILY) collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on April 1, 2017, ("Effective Date") with respect to the following recitals:

# RECITALS

WHEREAS, the District desires to engage FOCUS ON FAMILY to develop, maintain and sustain Freedom School programming, providing summer academic and enrichment services to the following sites during Summer 2017, John H. Still K-8 & Parkway Elementary. The primary purpose of Freedom School Programming is to enhance literacy opportunities, prevent summer learning loss, prevent childhood obesity and to improve the quality of life for families by providing educational opportunities to parents and/or guardians; and

WHEREAS, FOCUS ON FAMILY will work collaboratively with the District to develop, support, coordinate, and implement the Freedom School programing respectively at the aforementioned sites. This collaboration is designed to keep students engaged in learning opportunities during summer, reduce summer learning loss, improve academic performance and attendance for student participants during the regular school year, provide students with active and exciting learning opportunities, literacy development, daily physical fitness opportunities, nutritious breakfast and lunch, promote healthy lifestyle choices and provide opportunities for parents to actively participate in their children's education;

# NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

# Roles and Responsibilities.

- i. FOCUS ON FAMILY shall adhere to Attachment A Scope of Services and adhere to the SCUSD Expanded Learning Program Manual (located on SCUSD After School Website);
- ii. FOCUS ON FAMILY shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions
- iii. District shall provide funding pursuant to Paragraph B, below. District shall provide and coordinate space and location of all District-sponsored Summer Matters professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications.

B. <u>Payment</u>. For provision of services pursuant to this Agreement, and meeting required attendance target or at minimum 85% of required target, District shall reimburse FOCUS ON FAMILY for direct services not to exceed \$307,664, to be made in installments upon receipt of properly submitted invoices.

The final installment shall not be invoiced by FOCUS ON FAMILY or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, FOCUS ON FAMILY shall provide documentation of a \$61,532.80 (20%) in-kind match to the District.

Within one week of commencement of the services outlined in this Agreement, FOCUS ON FAMILY shall provide documentation supporting that it is able to meet 85% of the required target attendance. Failure to provide evidence of meeting 85% of target attendance may result in the immediate termination of the Agreement. In the event of termination, payment will not be initiated for any services not rendered.

# Breakdown:

Program	School Name	Contract Amount	Attendance Target
CDF Freedom			
School			
Program®	John H. Still	\$153,832	100 students
CDF Freedom			
School			
Program®			
•	Parkway	\$153,832	100 students

Note: This funding is for the Summer 2017. Provider FOCUS ON FAMILY should work to create sustainable funding for future programing, as District funding is not guaranteed for Summer 2018.

- C. <u>Independent Contractor</u>. While engaged in providing the services provided in this Agreement and otherwise performing as set forth in this Agreement, FOCUS ON FAMILY, and each of FOCUS ON FAMILY employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.
- D. <u>Insurance Requirements</u>. Prior to commencement of services and during the life of this Agreement, FOCUS ON FAMILY shall provide the District with a copy of its policy evidencing its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence. FOCUS ON FAMILY will also provide a written endorsement to such policy naming District as an additional insured, and such endorsement shall also state "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be

excess and noncontributory." If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid to the District.

- Fingerprinting Requirements. FOCUS ON FAMILY agrees that any employee it provides to District shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. Pursuant to Education Code 45125.1, FOCUS ON FAMILY shall certify in writing to the District that neither the employer not any of its employees who are required to have their fingerprints submitted to the Department of Justice and who may come in contact with pupils have been convicted of a felony as defined in Section 45122.1. Contractor will provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement. FOCUS ON FAMILY shall obtain subsequent arrest service from DOJ for on-going notification regarding an individual whose fingerprints were submitted pursuant to Section 45125.1. Upon receipt of such a subsequent arrest notification from DOJ, FOCUS ON FAMILY shall within 24 hours notify District of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, FOCUS ON FAMILY agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.
- F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C β 1232g, et seq., and California Education Code Section 49060, et seq. FOCUS ON FAMILY shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.
- G. Period of Agreement. The term of this Agreement shall be from June 26, 2017 through August 4, 2017. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Ten (10) calendar days after service of such notice, the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, or this Contract shall cease and terminate. In the event of such termination, the District may secure the required services from another contractor. If the cost to the District exceeds the cost of providing the service pursuant

to this Contract, the excess cost shall be charged to and collected from the Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District. Written notice by the District shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

- Indemnity. FOCUS ON FAMILY agrees to indemnify and hold harmless the District and H. its successors, assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by FOCUS ON FAMILY and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. FOCUS ON FAMILY has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.
- I. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- J. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.
- K. <u>Assignment</u>. This Agreement is made by and between FOCUS ON FAMILY and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by all parties.
- L. Entire Agreement. This Agreement constitutes the entire agreement between FOCUS ON FAMILY and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings advertisements publications and understandings of any nature whatsoever with respect to the same subject matter unless expressly included in this Agreement. The parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The parties further agree and represent that each of them are the drafters of every part of this Agreement.

- M. <u>Amendments</u>. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the parties.
- N. <u>Execution In Counterparts</u>. This Agreement may be executed in counterparts such that the signatures of the parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.
- O. <u>Authority</u>. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.
- P. <u>Approval/Ratification by Board of Education</u>. This Agreement shall be subject to approval/ratification by the District's Board of Education.

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

Gerardo Castillo Chief Business		Date
	Unified School District	
CUS ON FAMILY	:	ığ.
Oachie	Rose	3/22/17
Authorized Sign	ati <b>re</b>	Date
	le Rose	

# Sacramento City Unified School District and FOCUS ON FAMILY: SUMMER MATTERS Scope of Services Attachment A

#### **DISTRICT** shall:

- 1. Provide evaluation and/or survey of projects as required.
- Provide a YDSS lead staff member that will provide SCUSD support, coaching, training and guidance needed to operate the summer programing
- 3. Host weekly meetings/professional development opportunities to identify and address program needs, successes, and provide assistance as needed.
- 4. Help train program staff and volunteers on District priorities, school procedures and educational/curriculum materials that should be integrated into the Program.
- 5. Help recruit students into the Program and provide the Program access to parents of participating students.
- 6. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
- Provide daily student breakfast and lunch consistent with requirements of USDA.
- 8. Provide and end of Summer report to stakeholders addressing strengths and areas for improvement for further partnership.
- 9. Assist in grant compliance, grant reporting and assess quality assurance

## FOCUS ON FAMILY:

- Provide a comprehensive Summer academic, enrichment and recreation program to include academic and enrichment interventions, June 26, 2017 August 4, 2017 Monday through Friday from 8:00 AM-3:00 PM Program elements shall also include other educational and enrichment/recreational activities, violence prevention, alcohol tobacco and other drug education and prevention activities, and family literacy activities.
- 2. Work closely with school sites and District to keep student enrollment and daily attendance as close to the target as possible and within the agreed upon parameter as outlined in the grant award. Student attendance will be monitored by FOCUS ON FAMILY and adjustments made to ensure that the program maximizes all funding reimbursements not exceeding available funding.
- 3. Work collaboratively with the District and CDF to create a comprehensive program plan for the Summer program. The plan will be shared out with stakeholders.
- 4. Provide an end of program report on status of all outcomes and objectives.
- 5. Maintain and provide to the District daily attendance and program activities records.
- 6. Comply with requirements of the USDA related to administration and operation of breakfast and lunch
- 7. Supply the staff, materials, supervision, and volunteer recruitment for designated school sites
- 8. Develop special activities or field trips for the sites individually and collectively. FOCUS ON FAMILY shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site principal or designee.
- 9. Attend designated Partnership meetings, as well as other planning meetings as necessary.
- Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
- Communicate progress of project/partnership development on a timely and consistent manner to the District
- 12. Communicate new partnership opportunities with the District.
- Provide at least one full time program manager per program that is employed until end of contract on 8/4/17 and sufficient staffing to maintain a 10:1 student/staff ratio.
- 14. Utilize the YDSS Quality Assurance tool, and a Self-Assessment Tool for monitoring and evaluation on a regular basis throughout the team
- Provide annually in-kind support and direct services totaling 20% of total contract and such financial support to be itemized and reported monthly to the District.
- 16. Meet with the PROGRAM MANAGER and District contact person to identify program needs, successes, and areas for assistance as needed.
- 17. Act as liaison with parents in supporting the family literacy and family engagement,

# AGREEMENT FOR SUMMER SERVICES

#### Between

# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT Youth Development Support Services And

# ROBERTS FAMILY DEVELOPMENT CENTER

The Sacramento City Unified School District ("District") and ROBERTS FAMILY DEVELOPMENT CENTER (RFDC) collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on April 1, 2017, ("Effective Date") with respect to the following recitals:

# RECITALS

WHEREAS, the District desires to engage RFDC to develop, maintain and sustain SUMMER MATTERS programming, providing summer academic and enrichment services to the following sites during Summer 2017, Leataata Floyd Elementary & Meadow Glen. The primary purpose of Summer Matters Programming is to enhance literacy opportunities, prevent summer learning loss, prevent childhood obesity and to improve the quality of life for families by providing educational opportunities to parents and/or guardians; and

WHEREAS, RFDC will work collaboratively with the District to develop, support, coordinate, and implement the **Freedom School Summer** programs respectively at the aforementioned sites. This collaboration is designed to keep students engaged in learning opportunities during summer, reduce summer learning loss, improve academic performance and attendance. Freedom Schools addresses this priority by holding program on school campuses, therefore improving student's positive association with their school and by providing a summer expanded learning program that meets student's academic, recreational, and social-emotional needs and provides opportunities for parents to actively participate in their children's education;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

# Roles and Responsibilities.

- i. RFDC shall adhere to Attachment A Scope of Services and adhere to the SCUSD Expanded Learning Program Manual (located on SCUSD After School Website);
- ii. RFDC shall adhere to scope of services outlined in SCUSD Contract Terms and Conditions
- iii. District shall-provide funding pursuant to Paragraph B, below. District shall provide and coordinate space and location of all District-sponsored Summer Matters professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications.

B. <u>Payment</u>. For provision of services pursuant to this Agreement, and meeting required attendance target or at minimum 85% of required target, District shall reimburse RFDC for direct services not to exceed \$309,111, to be made in installments upon receipt of properly submitted invoices.

Within one week of commencement of the services outlined in this Agreement, RFDC shall provide documentation supporting that it is able to meet 85% of the required target attendance. Failure to provide evidence of meeting 85% of target attendance may result in the immediate termination of the Agreement. In the event of termination, payment will not be initiated for any services not rendered.

The final installment shall not be invoiced by RFDC or due until completion of all obligations pursuant to this Agreement. For provisions of services pursuant to this Agreement, RFDC shall provide documentation of a \$61,822.20 (20%) in-kind match to the District.

# Breakdown:

Program	School Name	Contract Amount	Attendance Target
CDF Freedom School Program®	Leataata Floyd (includes students from Meadow Glen)	\$309,111	160 Students

Note: this funding is for the Summer 2017. Provider RFDC should work to create sustainable funding for future programing, as District funding is not guaranteed for Summer 2018.

- C. <u>Independent Contractor</u>. While engaged in providing the services provided in this Agreement and otherwise performing as set forth in this Agreement, RFDC, and each of RFDC employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.
- D. <u>Insurance Requirements</u>. Prior to commencement of services and during the life of this Agreement, RFDC shall provide the District with a copy of its policy evidencing its comprehensive general liability insurance coverage in a sum not less than \$1,000,000 per occurrence. RFDC will also provide a written endorsement to such policy naming District as an additional insured, and such endorsement shall also state "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." If insurance is not kept in force during the entire term of the Agreement, District may procure the necessary insurance and pay the premium therefore, and the premium shall be paid to the District.

- Fingerprinting Requirements. RFDC agrees that any employee it provides to District E. shall be subject to the fingerprinting and TB requirements set forth in the California Education Code. Pursuant to Education Code 45125.1, RFDC shall certify in writing to the District that neither the employer not any of its employees who are required to have their fingerprints submitted to the Department of Justice and who may come in contact with pupils have been convicted of a felony as defined in Section 45122.1. Contractor will provide a complete list to the District of all employees cleared by the DOJ who will provide services under this Agreement. RFDC shall obtain subsequent arrest service from DOJ for on-going notification regarding an individual whose fingerprints were submitted pursuant to Section 45125.1. Upon receipt of such a subsequent arrest notification from DOJ, RFDC shall within 24 hours notify District of such a subsequent arrest notification. If an employee is disqualified from working for District pursuant to the requirements of the California Education Code, RFDC agrees to provide a replacement employee within 15 days of receiving notification that the previous employee has been disqualified. Failure to adhere to the terms of this provision is grounds for termination of the Agreement.
- F. Confidential Records and Data. Each Party shall not disclose confidential records received from the other Party, including student records pursuant to FERPA, 20 U.S.C β 1232g, et seq., and California Education Code Section 49060, et seq. RFDC shall maintain the confidentiality of student or pupil records and shall not disclose such records to any third parties without the express written approval of the District. In the event a Party receives a request for disclosure of such confidential records, whether under the California Public Records Act, a duly-issued subpoena, or otherwise, said Party shall tender the request to the other party who shall be responsible for addressing said request, including the defense of its claim of confidentiality. The Party asserting its claim of confidentiality shall hold harmless and defend the Party receiving such request from any liability, claim, loss, cost, attorney's fees and damages, as adjudged by a court of competent jurisdiction, arising out of a refusal to disclose such confidential records.
- G. Period of Agreement. The term of this Agreement shall be from June 26, 2017 through August 4, 2017. The District may terminate this Contract with cause upon written notice of intention to terminate for cause. A Termination for Cause shall include: (a) material violation of this Contract by the Contractor; (b) any act by the Contractor exposing the District to liability to others for personal injury or property damage; or (c) the Contractor is adjudged a bankrupt; Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

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

- Indemnity. RFDC agrees to indemnify and hold harmless the District and its successors, H. assigns, trustees, officers, employees, staff, agents and students from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by RFDC and/or its successors, assigns, directors, employees, officers, and agents related this Agreement. RFDC has no obligation under this Agreement to indemnify and hold harmless the District and is not liable for any actions, causes of action, claims and demands whatsoever, and for any costs, damages, expenses, charges, debts or other liabilities whatsoever (including attorney's fees) arising out of any actual or alleged act, omission, negligence, injury or other causes of action or liability proximately caused by the District and/or its successors, assigns, trustees, officers, employees, staff, agents or students. The parties expressly agree that the indemnity obligation set forth in this Agreement shall remain in full force and effect during the term of this Agreement. The parties further agree that said indemnity obligations shall survive the termination of this Agreement for any actual or alleged act, omission, negligence, injury or other causes of action or liability that occurred during the term of this Agreement.
- I. <u>Severability</u>. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
- J. Applicable Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.
- K. <u>Assignment</u>. This Agreement is made by and between RFDC and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by all parties.
- L. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between RFDC and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings advertisements publications and understandings of any nature whatsoever with respect to the same subject matter unless expressly included in this Agreement. The parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The parties further agree and represent that each of them are the drafters of every part of this Agreement.
- M. <u>Amendments</u>. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the parties.
- N. <u>Execution In Counterparts</u>. This Agreement may be executed in counterparts such that the signatures of the parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.

- O. <u>Authority</u>. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.
- P. <u>Approval/Ratification by Board of Education</u>. This Agreement shall be subject to approval/ratification by the District's Board of Education.

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

IN WI	TNESS WHEREOF, the Parties have caused this Agreem	ent to be executed in dupl
DISTI	RICT:	
Ву:	Gerardo Castillo Chief Business Officer	Date
	Sacramento City Unified School District	
ROBE	ERTS FAMILY DEVELOPMENT CENTER:	
Ву:	Authorized Signature	3 22 17 Date
Print 1	Name: Derkell Roberts	
Title:	(90/ (o Founder	

# Sacramento City Unified School District and Roberts Family Development Center: SUMMER MATTERS Scope of Services Attachment A

#### DISTRICT shall:

- 1. Provide evaluation and/or survey of projects as required.
- 2. Provide a YDSS lead staff member that will provide SCUSD support, coaching, training and guidance needed to operate the summer programing
- 3. Host weekly meetings/professional development opportunities to identify and address program needs, successes, and provide assistance as needed.
- 4. Help train program staff and volunteers on District priorities, school procedures and educational/curriculum materials that should be integrated into the Program.
- 5. Help recruit students into the Program and provide the Program access to parents of participating students.
- 6. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
- 7. Provide daily student breakfast and lunch consistent with requirements of USDA.
- 8. Provide and end of Summer report to stakeholders addressing strengths and areas for improvement for further partnership.
- 9. Assist in grant compliance, grant reporting and assess quality assurance

#### ROBERTS FAMILY DEVELOPMENT CENTER:

- 1. Provide a comprehensive Summer academic, enrichment and recreation program to include academic and enrichment interventions, June 26, 2017 August 4, 2017 Monday through Friday from 8:00 AM-3:00 PM Program elements shall also include other educational and enrichment/recreational activities, violence prevention, alcohol tobacco and other drug education and prevention activities, and family literacy activities.
- 2. Work closely with school sites and District to keep student enrollment and daily attendance as close to the target as possible and within the agreed upon parameter as outlined in the grant award. Student attendance will be monitored by RFDC and adjustments made to ensure that the program maximizes all funding reimbursements not exceeding available funding.
- 3. Work collaboratively with the District and CDF to create a comprehensive program plan for the Summer program. The plan will be shared out with stakeholders.
- 4. Provide an end of program report on status of all outcomes and objectives.
- 5. Maintain and provide to the District daily attendance and program activities records.
- 6. Comply with requirements of the USDA related to administration and operation of breakfast and lunch
- 7. Supply the staff, materials, supervision, and volunteer recruitment for designated school sites
- 8. Develop special activities or field trips for the sites individually and collectively. RFDC shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site principal or designee.
- 9. Attend designated Partnership meetings, as well as other planning meetings as necessary.
- 10. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
- 11. Communicate progress of project/partnership development on a timely and consistent manner to the District
- 12. Communicate new partnership opportunities with the District.
- Provide at least one full time program manager per program that is employed until end of contract on 8/4/17 and sufficient staffing to maintain a 10:1 student/staff ratio.
- 14. Utilize the YDSS Quality Assurance tool, and a Self-Assessment Tool for monitoring and evaluation on a regular basis throughout the team
- 15. Provide annually in-kind support and direct services totaling 20% of total contract and such financial support to be itemized and reported monthly to the District.
- 16. Meet with the PROGRAM MANAGER and District contact person to identify program needs, successes, and areas for assistance as needed.
- 17. Act as liaison with parents in supporting the family literacy and family engagement.



# **AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 4th DAY OF May, 2017 by and between the Sacramento City Unified School District ("District") and Walker Telecomm, Inc. ("Contractor") ("Agreement").

**WITNESSETH:** That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

**1. The Work**: Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: E-Rate 20 Network Upgrade (Bid No. 425)

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

- 2. The Contract Documents: The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents: Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 18 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- **4. Time for Completion**: It is hereby understood and agreed that the work under this contract shall be completed no later than September 30, 2018 ("Contract Time").
- **5. Completion-Extension of Time**: Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The



Contractor shall coordinate its work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

**6. Liquidated Damages**: Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of Two Thousand Five Hundred Dollars (\$2,500) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work. It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

- 7. Loss Or Damage: The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.
- **8. Insurance and Bonds**: Before commencing the Work, Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof. The amount of general liability insurance shall be \$1,000,000 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be \$1,000,000 per accident for bodily injury and property damage combined single limit.
- 9. Prosecution of Work: If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
- **10. Authority of Architect, Project Inspector, and DSA**: Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if the Contractor's Work



does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.

- **11. Assignment of Contract**: Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
- **12. Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type C-7 Low Voltage Contractor's license issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- **13. Registration as Public Works Contractor**: The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.4.
- 14. Payment of Prevailing Wages: The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
- 15. Labor Compliance: This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.
- 16. Contract Price: In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Four Million, Seven Hundred Thirty One Thousand, Fifty One and 55/100 Dollars (\$4,731,051.55)

(Includes 10% Allowance)



in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

**17. Severability**: If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

WALKER TELECOMM, INC.	SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
By: Donald Walker	By: Gerardo Castillo
Title: President, CEO	Title: Chief Business Officer
Date:	Date:
NOTE: If the party executing this Contract is a coor of the resolution of the Board of Director corporation to execute the Contract and the attached hereto.	ors, authorizing the officers of said

END OF DOCUMENT



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 9.1b

Meeting Date: May 4, 2017
Subject: Approve Personnel Transactions
<ul> <li>□ Information Item Only</li> <li>□ Approval on Consent Agenda</li> <li>□ Conference (for discussion only)</li> <li>□ Conference/First Reading (Action Anticipated:)</li> <li>□ Conference/Action</li> <li>□ Action</li> <li>□ Public Hearing</li> </ul>
<u>Division</u> : Human Resource Services
Recommendation: Approve Personnel Transactions
Background/Rationale: N/A
Financial Considerations: N/A
LCAP Goal(s): Safe, Emotionally Healthy and Engaged Students
Documents Attached:  1. Certificated Personnel Transactions Dated May 5, 2017  2. Classified Personnel Transactions Dated May 5, 2017
Estimated Time of Presentation: N/A

Submitted by: Cancy McArn, Chief Human Resources Officer

Approved by: José L. Banda, Superintendent

# Attachment 1: CERTIFICATED 05/04/17

NameLast	NameFirst	JobPerm JobClas	JobClass	PrimeSite	BegDate	EndDate Comment
EMPLOY HANG CISNEROS OBERLIN	HUE TAMI TESSA	а а ш	Teacher High School School Nurse Teacher Resource	CAPITAL CITY SCHOOL HEALTH SERVICES JOHN D SLOAT BASIC ELEMEI	4/26/2017 4/24/2017 4/6/2017	6/30/2017 EMPLOY PROB 1 4/26/17 6/30/2017 EMPLOY PROB1 4/24/17 6/30/2017 EMPLOY TC 4/6/17-6/30/17
LEAVES AWAN AWAN ERICKSON PEREZ STODDARD STODDARD VANG	SARA SARA REBECCA HERSON KATHERINE KATHERINE KENNETH		Teacher Elementary Teacher Elementary Teacher K-8 Teacher High School School Psychologist School Psychologist Counselor High School Teacher Elementary	PACIFIC ELEMENTARY SCHOC PACIFIC ELEMENTARY SCHOC ALICE BIRNEY WALDORF HEALTH PROFESSIONS HIGH SPECIAL EDUCATION DEPART SPECIAL EDUCATION DEPART SPECIAL EDUCATION DEPART NC. K. McCLATCHY HIGH SCHO H.W. HARKNESS ELEMENTAR	4/19/2017 6/1/2017 3/20/2017 5/19/2017 4/16/2017 5/8/2017 3/4/3/2017	5/31/2017 LOA FMLA/CF PD 4/19-5/31/17 6/30/2017 LOA RTN 6/1/17 5/5/2017 LOA-HEALTH 3/20-5/5/17 6/15/2017 LOA PD FMLA 5/19-6/15/17 5/7/2017 LOA EXT PD PDL/HE 4/16-5/7/17 6/30/2017 LOA RTN PD 4/3/17 6/30/2017 LOA RTNPD 3/4/17
SEPARATE / RESIGN / RETIRE HUYNH PARSONS BECKER CATALINE CATALINE CATALINE CLARK DE LONG HANEY BLAKE HOOK JARVIS JAMES MARKS MARKS MUELLER ROSWITH RONSHEIMER BETSY SMITH DONNA WOODFORK LINDA BARTON DEBORAI	N/RETIRE ANALYNE ALISON DAVID KARNA ARTHUR PAUL LYNNE KAREN JAMES TERRY ROSWITHA BETSY DONNA LINDA DEBORAH	m  U  A	Teacher Spec Ed Teacher Spec Ed Teacher Middle School Teacher Elementary Teacher Elementary Teacher Elementary Teacher Spec Ed Teacher Spec Ed Teacher Elementary	Teacher Spec Ed ROSEMONT HIGH SCHOOL Teacher Middle School SUTTER MIDDLE SCHOOL Teacher Elementary DAVID LUBIN ELEMENTARY SCHEacher Elementary DAVID LUBIN ELEMENTARY SCHEACHER ELEMENTARY SCHEACHER ELEMENT ABRAHAM LINCOLN ELEMENT Teacher Elementary Spec Ed ROSEMONT HIGH SCHOOL Teacher Elementary JAMES W MARSHALL ELEMEN Teacher Elementary SEQUOIA ELEMENTARY SCHCTEACHER Spec Ed JAMES W MARSHALL ELEMEN Teacher Elementary A. M. WINN ELEMENTARY SCHEACHER Spec Ed JAMES W MARSHALL ELEMEN Teacher Spec Ed JAMES W MARSHALL ELEMEN Teacher Child Develop CHILD DEVELOPMENT PROGF	9/1/2016 7/1/2016 7/1/2016 7/1/2016 7/1/2016 7/1/2016 7/1/2016 7/1/2016 7/1/2016 7/1/2016 7/1/2016 7/1/2016 7/1/2016	6/16/2017 SEP/RESIGN 6/16/17 6/14/2017 SEP/RETIRE 6/14/17 6/16/2017 SEP/RETIRE 6/16/17

Attachment 2: CLASSIFIED 05/04/2017

NameLast	NameFirst	JobPerm	JobPerm JobClass	PrimeSite	BegDate E	EndDate Comment
EMPLOY TROTTER EZENDUKA HARRISON	RAVEN JOSEPHINE TANYA	<b>മമ</b>	Bus Driver Inst Aid Spec Ed Instructional Aide	TRANSPORTATION SERVICES C. K. McCLATCHY HIGH SCHOOL PETER BURNETT ELEMENTARY	4/17/2017 4/19/2017 3/27/2017	6/30/2017 EMPLOY POB 1 4/17/17 6/30/2017 EMPLOY PROB 1 4/19/17 6/30/2017 EMPLOY PROB 3/27/17
RE-EMPLOY WALTON	ZOEY	Ф	Painter	FACILITIES MAINTENANCE	3/27/2017	6/30/2017 REEMPL PROB 3/27/17
RE-ASSIGN / STATUS CHANGE FLOREZ MIKHAE GARCIA ROSALI CIRSTEA ELENA CAMPBELL TANGIE MYERS FRANCI	CHANGE MIKHAEL ROSALBA ELENA TANGIE FRANCES	<b>a &lt; a a a a</b>	Supervisor IV Electronics Bus Driver Bus Driver Inst Aid Spec Ed Bus Driver	Supervisor IV Electronics FACILITIES MAINTENANCE Bus Driver TRANSPORTATION SERVICES Bus Driver TRANSPORTATION SERVICES TRANSPORTATION SERVICES Inst Aid Spec Ed WILL C. WOOD MIDDLE SCHOOL Bus Driver TRANSPORTATION SERVICES	4/3/2017 3/30/2017 4/17/2017 4/3/2017 4/17/2017	6/30/2017 REA/STCHG 4/3/17 6/30/2017 STCHG .90625 3/30/17 6/30/2017 STCHG 4/17/17 6/30/2017 STCHG 4/3/17 6/30/2017 STCHG CHG FR .3125 FTE 4/17/17 6/30/2017 STCHG FR 0.84375 4/3/17
LEAVES ABRAMYAN DOE MURPHY PADILLA RODRIGUEZ VALERIO	EMILIA DESIREE JACKIE BRENDA HOLGA MARIE	4 4 4 4 B 4 4	Inst Aid Spec Ed Bus Driver Bus Driver Dir II Nutrition Services Fd Sv Asst I Registrar Registrar	O. W. ERLEWINE ELEMENTARY TRANSPORTATION SERVICES TRANSPORTATION SERVICES NUTRITION SERVICES DEPARTMI NUTRITION SERVICES DEPARTMI NEW TECH	4/17/2017 3/25/2017 4/1/2017 4/18/2017 1/30/2017 5/4/2017	6/30/2017 PAID LOA-BABY BOND 4/17-6/30/17 6/30/2017 LOA RTN 3/25/17 5/26/2017 PAIDLOA BABY BONDING 4/1-5/26/17 6/30/2017 LOA ADMIN UNPD 4/18/17-6/30/17 6/30/2017 UNPAID LOA-PARENTAL 4/6-6/30/17 5/3/2017 PAIDLOA-FMLA/CFRA/HEALTH 1/30-5/3/17 6/30/2017 PAIDLOA-/HEALTH 5/4-6/30/17
SEPARATE/RESIGN/RETIRE BEST VERON MILLER ADAM YNIGUEZ CARME TATEM TANYA	RETIRE VERONICA ADAM CARMEN TANYA	$\square$ $\triangleleft$ $\triangleleft$ $\triangleleft$	Inst Aid Spec Ed Plumber Office Tchncn III Inst Aid Spec Ed	A. M. WINN ELEMENTARY SCHOC FACILITIES MAINTENANCE CURRICULUM & PROF DEVELOP JOHN F. KENNEDY HIGH SCHOOL	1/1/2017 7/1/2016 7/1/2016 1/1/2017	4/14/2017 SEP/RESIGN 4/14/17 4/14/2017 SEP/RESIGN 4/14/17 6/30/2017 SEP/RETIRE 6/30/17 2/14/2017 AMEND SEP/RETIRED 2/14/17



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 9.1c

Subject: Sutter Middle School Field Trip to Boston, MA May 14-19, 2017

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

**Division**: Deputy Superintendent

Meeting Date: May 4, 2017

Recommendation: Approve Sutter Middle School Field Trip to Boston, MA,

May 14-19, 2017

<u>Background/Rationale</u>: May 14-19, 2017, a group of 114 students from Mrs. Cooperman's and Ms. Miller's history classes, along with five teacher chaperones and nine parent chaperones, will travel via airplane to Boston, Massachusetts. This experience will allow students to experience where the making of America happened. They will be seeing the site of the Boston Massacre, Bunker Hill, Boston Common, the Old State House, the Holocaust Memorial, Lexington, Concord, and more.

Students will be dropped off at the Sacramento International Airport by parents/guardians on the morning of May 14, and picked up upon return on the evening of May 19<sup>th</sup>.

<u>Financial Considerations</u>: 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:**

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 February 18, 2017
Teacher's Name Jody Cooperman/Katie Miller Room # 301/302 Telephone # (916) 395-50
Field Trip Destination Boston, Massachusetts
☐ Local (50 mile radius) ☐ Out-of-Town (Beyond 50 mile radius) ✔ Overnight
Route United Airlines to Massachusetts Involving Swimming or Wading Unusual Activities
Educational nature of field trip/excursion This is a culmination of our study in the making of America.
Depart Date 5/14/17 Time 4:00 am/pm Return Date 5/19/17 Time 8:15 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 Student funded Financial Assistance Available?  yes
Number of students participating: 114
Adult Supervisors/ Drivers: DRIVER DRIVER
1) see attached list 2) yes
Teachers and Staff Attending:  1) Jody Cooperman  3) Katie Miller  Principal Approval  Teachers and Staff Attending:  1) Jody Cooperman  2) Jennifer Gonzales  4) Kelly Cordero  5) Debbie Vanderford  Date 3/6/17
Principal Approval  Date 3/6/17
Risk Management Approval (Unusual Aptivities) Date Date
Segment Administrator Approval Date 3/31/17
Distribution: Refer to Field Trip Information Form RSK 106F for the forms and distribution required for each trip:
<ol> <li>Local Trip: (50 mile radius) - Submit to Principal for approval. Maintain all documents at site.</li> <li>Out-Of-Town: (beyond 50 mile radius) - Submit to Principal for approval then forward to Segment Administrator 10 days prior to trip.</li> <li>Overnight Trip: Submit to Principal for approval then forward to Segment Administrator 10 days prior to trip.</li> <li>Trip Involving Swimming or Wading: Submit to Principal for approval then forward to Segment Administrator 10 days prior to trip.</li> <li>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 Even Liability Insurance.</li> <li>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</li> </ol>
Segment Administrator 6 weeks prior to trip will be considered <u>automatically rejected by the Board.</u>

# OUT-OF-STATE OR OUT-OF-COUNTRY TRAVEL REQUEST

School Name Sutter Middle School	n	ate May 14-19, 2017
Teacher's Name Jody Cooperman/Katie Miller	_Room # 301/302	Telephone #916-395-5370
Field Trip Destination Boston, Massachusetts		
Reason for travel Over the year, we have been stud	ying the making of Amer	ca, specifically the American
Revolution. We will be visiting places like the site of the	e Boston Massacre, Lexin	gton and Concord, the Old North
Church, Harvard University, Boston Common, Paul Revo	ere's House, Holocaust M	emorial and Quincy Market.
These are all events/sites that we have studied this acade	mic year.	
List unusual activities, water activities or hig rock climbing, skiing, etc.) as a special pare contract or waiver for review before signing	ent waiver may be r . Risk managemer	equired. Submit copy of
Water park inside the hotel lifeguards provide	ded	
Attach a detailed itinerary for each day: Iti	inerary attached	
Signed Jody B. Cooperman		
Teacher		
Approvals:  Principal  Risk Management Dept.  Segment Administrator  Superintendent	Date  Date  Date  Date  Date  Date  Date  Date	
Board Approval Date		

# I KAVEL KEQUES I FUKIVI (AUU-FU14)

Sacramento City Unified School District

Request to Attend:	Purpo	se for Attending:		Instructions: This form must be completed and received in Accounts
Conference/Workshop	Professional Development		Payable at least 30 days prior to the proposed trip- 60 days if out-of-state.	
Business Meeting	Continued Education Credits Earned		REQ#	
School/Department Sutter Middle School	chool			Date
Date(s) of Event May 14-19, 2017		Location Boston, Mass	achusetts	
Event Title (attach brochure)	Sutter 8th graders (	go to Boston		
This is a culmination of o	ur study of the mal	king of America.		
Purpose*		de c		
*(what value does this activity give stu How does this travel align with the Di		This is hands-on learning of U.S.	history.	***************************************
How will this activity/event be used a	and shared?			
Name of Attendee(s) (attach sheet for additional a	,	Position	Substitute No (Y/N)** R	o. of Days Budget Code Required (for substitute)
Jody B. Cooperman		Teacher		
Katie Miller		Teacher	N	
Kelly Cordaro		Teacher	N	
Jennifer Gonzales		Teacher	N	
Debbie Vanderford		Teacher	] [ N]	C Additional Attended Attended
	SEND A COPY O	F THIS FORM TO PERSONNEL, BO		Additional Attendees Attached
Approvals:			Distri	ict cost for all attendees (estimate)
	CRISTIN TAHARA-MARTIN 3/6/17			Registration Fee *** Meals included?
Principal Department Head Signature & Print Name  Date  3 31 17			h	
		3/31/1	<b>Z</b>	
Cabinet Level or Designed Sign		Date		odging
4/7/12			2_   Tr	ransportation
Chief Business Officer Signatur	e	Date	" м	eals
X Bada		4 20 17	_   o	ther
Superintendent or Designee Signature		Date		TOTAL Ø.00
Budget Code(s):		1	\$	
) Categorical		- 12	\$	
General Fund/Onlestricted				
***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				
Frepayment Requested: All one	cas will de seill (C	Requisition #		ollar Amount
Registration Fee				
Hotel				
Airfare ****	ě			
Car Rental ****				
**** If airfare or car rental is req	uested, send a c	copy of this form to Purchasing, B	ox 830	



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 9.1d

Meeting Date: May 4, 2017 Subject: Approve Minutes of the April 6 and April 20, 2017 **Board of Education Meeting** Information Item Only Approval on Consent Agenda Conference (for discussion only) Conference/First Reading (Action Anticipated: Conference/Action Action **Public Hearing Division:** Superintendent's Office **Recommendation:** Approve Minutes of the April 6 and April 20, 2017, Board of **Education Meeting.** Background/Rationale: None Financial Considerations: None **LCAP Goal(s):** Family and Community Empowerment **Documents Attached:** 1. Minutes of the April 6, 2017, Board of Education Regular Meeting 2. Minutes of the April 20, 2017, Board of Education Regular Meeting

Estimated Time of Presentation: N/A

Submitted by: José L. Banda, Superintendent

Approved by: N/A



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

#### **Board of Education Members**

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

Thursday, April 6, 2017 4:30 p.m. Closed Session 6:30 p.m. Open Session

### Serna Center

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

# MINUTES 2016/17-18

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

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

Members Present: 2<sup>nd</sup> VP Darrel Woo Ellen Cochrane Michael Minnick Christina Pritchett Mai Vang

Members Absent:

Vice President Jessie Ryan (arrived at 4:40 p.m.)

A quorum was reached.

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

#### 3.0 CLOSED SESSION

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

- 3.1 Government Code 54956.9 Conference with Legal Counsel Anticipated Litigation:
  - a) Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9
  - b) Initiation of litigation pursuant to subdivision (d)(4) of Government Code section 54956.9
- 3.2 Government Code 54957.6 (a) and (b) Negotiations/Collective Bargaining CSA, SCTA, SEIU, Teamsters, UPE, Unrepresented Management
- 3.3 Government Code 54957 Public Employee Discipline/Dismissal/Release/Reassignment

- 3.4 Government Code 54957 Public Employee Appointment
  - a) Theodore Judah Elementary School Principal
  - b) Woodbine Elementary School Principal
- 3.5 Government Code 54957 Public Employment a) Superintendent

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

The meeting was called by to order at 6:41 p.m. by President Hansen.

Members Present:
Vice President Jessie Ryan
2<sup>nd</sup> VP Darrel Woo
Ellen Cochrane
Michael Minnick
Christina Pritchett
Mai Vang
Student Member Natalie Rosas

The Pledge of Allegiance was led by 2017 CIF D IV Girls Basketball State Champions, West Campus High School's Girls' Basketball Team. Member Minnick presented them with a plaque.

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

Jerry Behrens, with a unanimous vote of 7-0 Adopted Resolution 2016-17F a resolution approving notice of intent to dismiss and statement of charges of certificated employees. Superintendent Banda, with a unanimous vote of 7-0 appointments of new Principals, Troy Holding from Twin Rivers to Theodore Judah and Chase Tafoya from SCUSD to Woodbine.

#### 6.0 AGENDA ADOPTION

President Hansen announced moving Item 12.3 (Technology Services Update) to 12.1, pushing all other Items down. Will defer 12.2 (Approve Res. No. 2930: Renewal Charter Petition for Sacramento New Technology High School) to next Board Meeting. Second Vice President Woo, hoping to do everything to save Sacramento New Technology, suggesting postponement for suggestions.

Motion to approve Agenda with these revisions Motion to approve Vice President Ryan 2<sup>nd</sup> Member Woo

#### 7.0 SPECIAL PRESENTATION

7.1 West Campus Boys' Soccer Team The West Campus Boys Soccer Team won the Division 5 CIF Sac-Joaquin Section Championships on March 2, 2017 and was recognized by the Board and presented with a plaque.

#### 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.

Darlene Anderson, Advocate for Students Bernie Church, CKM Robert Ricci, CKM Alumni and Golf Coach Marc Epstein, Director Geo Technology
Howard Mahoney, Former Sacramento New Technology Principal
Mandy Carrillo, Former Sacramento New Technology Student
Cherilyn Dalton, Parent
Tierra Phillips, Parent
(After the public comments of the two above parents, Member Pritchett asked that Area
Superintendent speak to them regarding their concerns.)

#### 9.0 PUBLIC HEARING

9.1 Approve Waiver for Nonclassroom-Based Funding Determination for Conference/Action
The Met (Gerardo Castillo, CPA)

Gerardo Castillo presented with Mary Hardin Young present. Requested approval of waiver.

Public Comment None

Board Comment None

Motion to move from Conference to Action Member Woo 2<sup>nd</sup> Member Cochrane
Motion to Approve Member Minnick
2<sup>nd</sup> Member Pritchett
Board Unanimous

#### 10.0 CONSENT AGENDA

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

- 10.1 <u>Items Subject or Not Subject to Closed Session:</u>
  - 10.1a Approve Grants, Entitlements and Other Income Agreements, Ratification of Other Agreements, Approval of Bid Awards, Approval of Declared Surplus Materials and Equipment, Change Notices and Notices of Completion (Gerardo Castillo, CPA)
  - 10.1b Approve Personnel Transactions (Cancy McArn)
  - 10.1c Approve 2017-2018 Adult Education Calendar (Cancy McArn)
  - 10.1d Approve Revision to Lease Leaseback Request for Proposal to Reflect Current Legislation (Cathy Allen)
  - 10.1e Approve Rosemont High School Field Trip to Ogden, Utah from April 7-10, 2017 (Lisa Allen and Olga Simms)
  - 10.1f Approve John F. Kennedy High School Field Trip to Honolulu, Hawaii from April 10 18, 2017 (Lisa Allen and Tu Carroz)
  - 10.1g Approve Sacramento New Technology Field Trip to Reno, Nevada on April 19, 2017 (Lisa Allen and Tu Carroz)
  - 10.1h Approve Minutes of the March 2, 2017, Board of Education Meeting (José L. Banda)

- 10.1i Approve \$10 Million Allocation Funded Out of Measure Q for Athletic Field Improvements at the Five Comprehensive High Schools (Cathy Allen)
- 10.1j Approve Cancellation of Future Board Meeting Date—May 18, 2017 (José L. Banda)

Member Pritchett asked to pull Item 10.1i. Dobson spoke on needs of the five comprehensive high schools and the allocations. Discussion on including West Campus and Sacramento High School to the field improvements. Concluded that this \$10M allocation will go to the five comprehensive schools and the Board will continue to find funding to include improvements to West Campus and Sacramento High School as well.

Motion to Approve Member Pritchett 2<sup>nd</sup> Vice President Ryan Board Unanimous

Motion to Approve Consent Agenda after discussing 10.1i Vice President Ryan 2<sup>nd</sup> Member Pritchett Board Unanimous

#### **Public Comment:**

All public comments addressed Item 10.1i

Alejandro Fimbres, HWJ Student

Sheyenne Camargo, HWJ Student

Ponce Zavala, HWJ Student

Ginger Harris, CKM Student

Jenny Padilla, HWJ Student Teacher

Christina Pinales, HWJ Student

Elsa Esparza, HWJ Student

Sabrina Lee, HWJ Student/Girls Softball Captain

Janae Mark, HWJ Student/Girls Softball Captain

Elizabeth Acosta, HWJ Student/Girls Softball Captain

Ryan Peterson, HWJ Teacher/Soccer Coach

Erik Saucedo, HWJ Teacher/ Men's Soccer Coach

Christian Castillo, HWJ Student

Ehsan Shakibullah, HWJ Student

Brian Nelson, CKM Parent

Cody Tuyen, HWJ Student

Ranjae Johnson, HWJ Student

Zachary Neff, CKM Student

Amos Karlsen, CKM Student

Gabi Stallings, PTSA President/CKM Parent

Katelyn Dendas, CKM Student

Perrie Rogers, California MS Student

Donovan Blankenship, HWJ Student

Sierra Camargo, HWJ Student

Edward Camargo, HWJ Parent

Miguel Gonzalez, HWJ Student

Jonah Wiener-Broadkey, CKM Student

#### **Board Comment**

As mentioned above.

#### 11.0 COMMUNICATIONS

11.1 Employee Organization Reports:

**Information** 

- *CSA N/A*
- SCTA Nikki Milevsky reported there were over 1000 at strike last Board Meeting, April 19<sup>th</sup> scheduled mediation
- *SEIU N/A*
- *Teamsters N/A*
- *UPE Garrett Kirkland and Cindy Hollander reported on negotiations for principals*

#### 11.2 District Parent Advisory Committees:

**Information** 

- Community Advisory Committee Angie Sutherland, updates on superintendent search, parent check monthly meetings, Special Education audit, workshops for students with disabilities
- District English Learner Advisory Committee N/A
- Gifted and Talented Education Advisory Committee N/A
- *Indian Education Parent Committee N/A*

### 11.3 Superintendent's Report (José L. Banda)

**Information** 

Last two Summer Matters information night scheduled for April 17 and April 21 at Serna Center between 4:00-7:00 p.m. For more info check Youth Development website. May 6, 2017 Annual Healthy Kids' Day at the Golden 1 Center. Families can enroll in health insurance plans and receive free health services. Graduation schedule now online. Save the date, May 18, 2017 Teacher Appreciation Gala. Congratulations to the West Campus and CKM teams; congratulations to the Albert Einstein coach, Dwight Taylor, recently selected as Sacramento King's Choice Junior NBA Coach of the Year.

#### 11.4 President's Report (Jay Hansen)

**Information** 

Reported on wrapping up Superintendent search. There were 28 applicants, shows the strength of the district and the desirability of coming to this district. Sunday, April 9, 2017 there will be final interviews and for the first time there will be a community advisory panel as part of the interviews. Invited community and employee organizations to participate. Their evaluations will be part of decision making. Mayor Steinberg will also be joining reflecting the growing partnership that we [the district] have with the city of Sacramento.

### 11.5 Student Member Report (Natalie Rosas)

**Information** 

March 22, 2017 SAC lead the Superintendent search with fantastic student input. Student Member will be part of the Superintendent interview process, first time for a student. Working with Member Minnick to further enhance student input in LCAP. Applications are still open for next year's Student Advisory Board. Email <a href="Matalie-Rosas@scusd.edu">Natalie-Rosas@scusd.edu</a> if interested or for more information. CKM has a career readiness pilot program for students.

### 11.6 Information Sharing By Board Members

**Information** 

Member Vang, been on Board for 110 days, thanks all who have welcomed her. She has 16 sites and has visited all but 2. Appreciates the teachers, parents, and staff. A lot of great things happening at schools.

Member Woo announced on behalf of Comcast and Comcast Cares West Campus was selected to spruce up.

Vice President Ryan, participated in Spring Feast hosted by Nutrition, Wellness Program policies, completed SHINE at 5 out of 6 sites, working on Safe Haven, 60 districts are following SCUSD's Safe Haven. Superintendent Tom Torlekson visited Oak Ridge Elementary and presented SCUSD with the Safe Haven Seal and special certificate of recognition. We have been a model district for Safe Haven. Member Minnick, elaborate on what Member Woo mentioned. The project is replacing grass in front of West Campus and creating drought friendly garden.

Member Cochrane Sunday interviews for Superintendent

President Hansen, congrats to West Campus and CKM Teams.

#### 11.7 Board Committee Reports

**Information** 

Academic Committee – Member Minnick, moving forward with every student having exposure to art. May 1, 2017 at 1:30 next meeting, location TBD

Policy Committee – Vice President Ryan, meeting on April 7, 2017, no new updates.

Budget Committee – Member Woo, met on April 3, 2017.

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

Approved earlier in meeting, move Item 12.3 to 12.1 pushing all other Items down and moving 12.2 to be discussed in two weeks.

12.1 Local Control Accountability Plan (LCAP) Annual Update: Measuring Progress (Elliot Lopez and Cathy Morrison) Item moved to 12.2

Elliot Lopez presented along with Cathy Morrison and Sara Pietrowski. PAC members Frank Young and Cha Vang spoke on behalf of LCAP.

#### **Public Comment**

Darlene Anderson Lashanya Breazell Angie Sutherland Carl Pinkston Toni Tinker

#### **Board Comment**

President Hansen wants LCAP on all future agendas.

Vice President Ryan, why is LCAP under Elliot? Leadership problem.

Member Vang has concerns. Can the infographic be broken down by targeted groups which are being funded.

Member Minnick, concerned with how the calendar aligns with budget.

Member Woo is taken aback with LCAP budget tool.

Member Pritchett wants to clarify LCAP will be a standing item.

President Hansen would like to discuss further offline.

At 10:59 p.m. President Hansen made a motion that the Board Meeting adjourn at 11:30 p.m. 2<sup>nd</sup> Vice President Ryan Board Unanimous

12.2 Approve Resolution No. 2930: Renewal Charter Petition for Sacramento New Technology High School (Jack Kraemer and Kenneth Durham)

Item will come back in two weeks. Postponing for solutions, hoping to keep school open.

12.3 Technology Services Update (Elliot Lopez and Rachel Cooper) Item moved to 12.1

Information

Elliot Lopez presented along with Rachel Cooper, Kevin Hubble (5<sup>th</sup> grade GATE teacher, Isador Cohen) and Taylor Elliot (5<sup>th</sup> grade student, Isador Cohen.)
Rachel spoke, thanking staff participation in video.

#### **Public Comment**

Darlene Anderson

#### **Board Comment**

Member Pritchett, elaborate on internet and services used, blocking sites.

Elliot Lopez, there is a capacity issue with connectivity they are working on.

<u>Student Member Rosas</u>, at the school she attends (CKM) her peers are often working on projects which require them to go online and a lot of sites are blocked.

<u>Elliot Lopez</u>, responded to Student Member Rosas by informing her they can contact SCUSD support to get those sites unblocked. SCUSD support is quick to respond.

Member Vang is concerned with how this will affect digital textbook.

12.4 Approve Board Policy (BP) 3470 Debt Issuance and Management (Gerardo Castillo, CPA) Item moved to 12.3.

Action

Gerardo Castillo presented.

Public Comment

N/A

**Board Comment** 

N/A

Motion to Approve Member Vang 2<sup>nd</sup> Vice President Ryan Board Unanimous

12.5 Approve Resolution No. 2931: Authorizing the Issuance and Negotiated Sale of Sacramento City Unified School District 2017 General Obligation Bonds (Measures Q and R) (Election of 2012) an Amount Not to Exceed \$122,000,000 of which up to \$112,000,000 is allocated to Measure Q and \$10,000,000 allocated to Measure R and Related Documents and Actions and Term Not to Exceed August 1, 2047 (Gerardo Castillo, CPA) Item moved to 12.4.

Gerardo Castillo presented.

Public Comment N/A

**Board Comment** 

President Hansen, great news. Improved credit rating.

Motion to Approve Member Woo 2<sup>nd</sup> Vice President Ryan Board Unanimous

12.6 Approve Resolution No. 2936: Notice of Layoff: Classified Employees – Conference/Action Reduction in Force Due to Lack of Funds and/or Lack of Work (Cancy McArn and Cindy Nguyen) Item moved to 12.5

Cancy McArn presented along with Cindy Nguyen. A majority of the eliminated positions are vacant or Grants that are expiring but will be renewed in which case they will send rescinding letters.

Public Comment N/A

Board Comment N/A

Motion to move from Conference to Action Member Woo 2<sup>nd</sup> Member Pritchett

Motion to Approve Member Minnick 2<sup>nd</sup> Member Pritchett
Board Unanimous

#### 13.0 BUSINESS AND FINANCIAL INFORMATION/REPORTS

Receive Information

- 13.1 Business and Financial Information:
  - Enrollment and Attendance Report for Month 6 Ending February 24, 2017

Board President Hansen received the Business and Financial Information Reports.

#### 14.0 FUTURE BOARD MEETING DATES / LOCATIONS

- ✓ April 20, 2017, 4:30 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47<sup>th</sup> Avenue, Community Room, Regular Workshop Meeting
- ✓ May 4, 2017, 4:30 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47<sup>th</sup> Avenue, Community Room, Regular Workshop Meeting

#### 15.0 ADJOURNMENT

Meeting adjourned at 11:14 p.m. with Board Members going back into Closed Session.



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

### **Board of Education Members**

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

Thursday, April 20, 2017 4:30 p.m. Closed Session 6:30 p.m. Open Session

### Serna Center

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

# MINUTES 2016/17-20

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

The meeting was called to order at 4:33 p.m. by President Hansen, and roll was taken.

Members Present:

President Hansen Vice President Jessie Ryan Second Vice President Darrel Woo Ellen Cochrane Michael Minnick

Members Absent: Mai Vang (arrived at 4:35 p.m.) Christina Pritchett

A quorum was reached.

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

#### 3.0 CLOSED SESSION

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

- 3.1 Government Code 54956.9 Conference with Legal Counsel Anticipated Litigation:
  - *a)* Significant exposure to litigation pursuant to subdivision (d)(2) of Government Code section 54956.9
  - b) Initiation of litigation pursuant to subdivision (d)(4) of Government Code section 54956.9
- 3.2 Government Code 54957.6 (a) and (b) Negotiations/Collective Bargaining CSA, SCTA, SEIU, Teamsters, UPE, Unrepresented Management
- 3.3 Government Code 54957 Public Employment a) Superintendent

- 3.4 Education Code Section 35146 The Board will hear staff recommendations on the following student expulsions:
  - a) Expulsion #14, 2016-17
  - b) Expulsion #15, 2016-17
  - c) Expulsion #16, 2016-17
  - d) Expulsion #17, 2016-17

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

The meeting was called back to order at 6:42 p.m. by President Hansen.

Members Present:
President Jay Hansen
Vice President Jessie Ryan
Second Vice President Darrel Woo
Ellen Cochrane
Michael Minnick
Mai Vang
Student Member Natalie Rosas

Members Absent: Christina Pritchett

The Pledge of Allegiance was led by Patricia Figueroa, a 7<sup>th</sup> grade student from Leonardo da Vinci.

• Presentation of Certificate by Vice President Jessie Ryan.

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

President Hansen announced that with a vote of 5-2 with Member Cochrane and Member Pritchett voting No, Jorge Aguilar has been selected as a finalist for the new Superintendent of SCUSD.

#### 6.0 AGENDA ADOPTION

Superintendent Banda asked that Consent Agenda Item 9.1e be removed and postponed to the May 4, 2017 Board Meeting.

President Hansen asked for a motion to adopt the agenda with the removal of 9.1e. A motion was made to approve by Member Woo and seconded by Member Cochrane. The Board voted unanimously to adopt the agenda.

#### 7.0 SPECIAL PRESENTATION

7.1 C.K. McClatchy Girls' Basketball Team

5 minutes

- 7.2 Sacramento County Office of Education Presentation of PAL Award

  (Dr. Iris Taylor, Li Ezzell and Dr. Steve Winlock)

  Dr. Steve Winlock and Li Ezzell unfortunately could not attend; Mary Hardin Young and Kristen Coyle of SCOE, along with Dr. Iris Taylor presented the award to Andrea Egan, Principal of California Middle School.
- 7.3 Approve Resolution No. 2937: In Recognition of Earth Day April 22, 2017 5 minutes (Mai Vang) Mai Vang presented the plaque to the Luther Burbank Burbank Urban Garden (BUG) instructors and students.

Public Comment:

None

**Board Member Comments:** 

None

### 8.0 PUBLIC COMMENT 15 minutes

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

#### Public Comment:

Nikki Milevsky, SCTA President, SCTA Report

Linda Tuttle, Parent, Closure of Sacramento New Tech High School

Wes Larson, Director of Community Relations for Boy Scouts, Report on Boy Scouting

Robyn Krock, Valley Vision, Student Wellness Policy

Marissa Munzing, Health Education Council, Student Wellness Policy

Grace Trujillo, Parent

Darlene Anderson, Student Advocate

Tom McElheney, Teacher, Day of Silence and Safe Haven Designation

#### 9.0 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.

- 9.1 <u>Items Subject or Not Subject to Closed Session:</u>
  - 9.1a Approve Grants, Entitlements and Other Income Agreements, Ratification of Other Agreements, Approval of Bid Awards, Approval of Declared Surplus Materials and Equipment, Change Notices and Notices of Completion (Gerardo Castillo, CPA)
  - 9.1b Approve Business and Financial Report: Warrants, Checks and Electronic Transfers Issued for the period of March 2017 (Gerardo Castillo, CPA)
  - 9.1c Approve Staff Recommendations for Expulsion #14, #15, #16 and #17, 2016-17 (Lisa Allen and Stephan Brown)
  - 9.1d Approve Personnel Transaction 4/20/2017 (Cancy McArn)
  - 9.1e Approve Resolution No. 2938: Agreement with Sacramento Housing Redevelopment Authority (SHRA) for Improvements at Susan B. Anthony Playground (Cathy Allen) Removed this Item for April 20<sup>th</sup>, postponed to May 4, 2017 Board Meeting
  - 9.1f Approve John F. Kennedy High School Field Trip to Washington, DC from May 4-10, 2017 (Lisa Allen and Tu Carroz)
  - 9.1g Approve Minutes of the March 16, 2017, Board of Education Meeting (José L. Banda)

President Hansen asked for a motion to adopt the Consent Agenda. A motion was made to approve by Member Minnick and seconded by Vice President Ryan.

The Board voted unanimously to adopt the agenda.

Before beginning with Item 10.1, President Hansen announced per CDE graduation rate percentage is below average. Working to improvement.

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

10.1 Safe Haven School District Update (Nathaniel Browning)
Nathaniel Browning presented updating on District's Safe Haven efforts.

**Information** 

**Information** 

Public Comment:

None

#### **Board Member Comments:**

Vice President Ryan appreciates time put into work. Wants to know if other staff is helping to support this effort? Nathaniel responded, receiving support from Communications and Raoul Bozio of Legal Services. Vice President Ryan indicates this needs to be priority with adequate support. We need resources to benefit everyone. Other districts such as San Francisco and Fresno are modeling our Safe Haven. We need adequate staffing, resources, and partners.

Member Minnick, appreciates Nathaniel's efforts and agrees we need to identify appropriate staffing.

President Hansen, thank you to Nathaniel. He is appreciated and recognized for his hard work on Safe Haven.

10.2 Monthly Facilities Update (Cathy Allen)
Rachel King, Project Green Specialist, presented. This is the District's 6<sup>th</sup> year with Project Green and we were partnered largely with SMUD this year.

Public Comment:

None

**Board Member Comments:** 

Vice President Ryan, hopes that support is going to struggling schools as well.

Superintendent Banda acknowledges the wonderful Rachel has been doing. Also acknowledges Cathy Allen and Barry Evpak for their leadership. Congratulations to Dr. Gilmore, who was in the audience, for receiving the 2017 Green Apple Award for Green Team of the Year and Green Administrator of the Year at A. Warren McClaskey Adult Education.

10.3 Approval of Funding for the San Joaquin and Redding Avenue Improvements (Cathy Allen)

Cathy Allen presented tonight to follow up on discussion from previous Board Meeting with the approval of option 1 for the San Joaquin/Redding Avenue Improvements. Is back to discuss how funding is planned.

Action

Public Comment:

None

#### **Board Member Comments:**

Member Minnick, regarding applying for the CTE Grant. Knowing how competitive this grant can be, is there anything Board can do to make us look more attractive to receive this grant? Cathy, yes working with community partners. Member Minnick loves that this project impacts every single student.

Vice President Ryan, thank you. Appreciates time and energy put into laying out funding sources. Appreciates update.

President Hansen, this is a long time coming. Welcomes next steps.

Motion to Approve Member Vang 2<sup>nd</sup> Vice President Ryan
The Board is Unanimous

#### 11.0 BUSINESS AND FINANCIAL INFORMATION/REPORTS

Receive Information

- 11.1 Business and Financial Information:
  - Purchase Order Board Report for the Period of January 15, 2017 through February 14, 2017
  - Report on Contracts within the Expenditure Limitations Specified in Section PCC 20111 for January 1, 2017 through February 28, 2017
- 11.2 Head Start/Early Head Start/Early Head Start Expansion Reports

President Hansen received the Business and Financial Information.

Member Woo announced next Friday is the Art of Compassion at the Serna Center from 5:00 p.m. – 9:00 p.m.

#### 12.0 FUTURE BOARD MEETING DATES/LOCATIONS

- ✓ May 4, 2017, 4:30 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47<sup>th</sup> Avenue, Community Room, Regular Workshop Meeting
- ✓ June 1, 2017, 4:30 p.m. Closed Session, 6:30 p.m. Open Session, Serna Center, 5735 47<sup>th</sup> Avenue, Community Room, Regular Workshop Meeting

#### 13.0 ADJOURNMENT

President Hansen asked for a motion to adjourn the meeting; a motion was made by student member Natalie Rosas and seconded by Member Woo The motion was passed unanimously, and the meeting adjourned at 8:18 p.m.

José L. Banda, Superintendent and Board Secretary



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 9.1e

Meeting Date: May 4, 2017			
Subject: Approve Resolution No. 2943: Resolution Regardin	g Board Stipends		
<ul> <li>☐ Information Item Only</li> <li>☐ Approval on Consent Agenda</li> <li>☐ Conference (for discussion only)</li> <li>☐ Conference/First Reading (Action Anticipated:</li> <li>☐ Conference/Action</li> <li>☐ Action</li> <li>☐ Public Hearing</li> </ul>	)		
<u>Division</u> : Board of Education.			
<b>Recommendation</b> : Approve Resolution No. 2943: Resolution ReStipends.	garding Board		
Background/Rationale: Education Code section 35120 fails to chas led to uncertainty regarding payment of stipends for Board medeserving of payment due to absence resulting from hardship or citizen jury duty or performing duties or services for the District at the time All stipend payments will be based on an attendance sign-in sheer resolution(s) excusing absences in compliance with law. A Board absent from a meeting may be eligible for payment by reporting the Board Office. A Board resolution will be periodically placed, a Board agenda to state that the reason for the absence complies we section 35120 and shall be reflected in the minutes.	embers who may be ther duties such as e of a Board meeting. It as well as any Board member who is e excused absence to s needed, on the		
Financial Considerations: N/A			
<ul><li>LCAP Goal(s): Family and Community Empowerment</li><li>Documents Attached:</li><li>1. Resolution No. 2943: Resolution Regarding Board Stipends.</li></ul>			
Estimated Time of Presentation: N/A			
Submitted by: Jay Hansen, Board President  Approved by: José L. Banda, Superintendent			
Approved by: José L. Banda, Superintendent			

### SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

#### **RESOLUTION NO. 2943**

#### RESOLUTION REGARDING BOARD STIPENDS

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

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

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

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

**PASSED AND ADOPTED** by the Sacramento City Unified School District Board of Education on this 4<sup>th</sup> day of May, 2017 by the following vote:

AYES: NOES: ABSTAIN: ABSENT:	
ATTESTED TO:	Jay Hansen President, Board of Education
José Banda Secretary of the Board of Education	

# ATTACHMENT A

# **RESOLUTION NO. 2943**

- 1. <u>Absence Due to Hardship Finding</u>. Stipends are authorized to the following Board members due to being out of town for Board business:
  - a. Board Member Christina Pritchett for the Board meeting date of April 20, 2017.



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 9.1f

Meeting Date: May 4, 2017
Subject: Approve Resolution No. 2938: Agreement with Sacramento Housing Redevelopment Authority (SHRA) for Improvements at Susan B. Anthony Playground
<ul> <li>□ Information Item Only</li> <li>□ Approval on Consent Agenda</li> <li>□ Conference (for discussion only)</li> <li>□ Conference/First Reading (Action Anticipated:)</li> <li>□ Conference/Action</li> <li>□ Action</li> <li>□ Public Hearing</li> </ul>
<u>Division</u> : Facilities Support Services
Recommendation: Board to approve the Agreement with Sacramento Housing Redevelopment Authority (SHRA) for Improvements at Susan B. Anthony Playground

<u>Background/Rationale</u>: The Detroit Neighborhood Association and Susan B. Anthony community have worked closely with SHRA and District staff to identify desired improvements at the Susan B. Anthony playground.

<u>Financial Considerations:</u> \$300,000 provided by SHRA

<u>LCAP GOAL (s):</u> College, Career and Life Ready Graduates; Safe, Emotionally Healthy and Engaged Students; Family and Community Empowerment; Operational Excellence.

#### **Documents Attached:**

1. Resolution No. 2938

Estimated Time of Presentation: N/A

Submitted by: José L. Banda, Superintendent

Cathy Allen, Chief Operations Officer

**Facilities Support Services** 

Approved by: José L. Banda

### SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

#### **RESOLUTION NO. 2938**

APPROVING THE SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY (SHRA) TO ACT ON ITS BEHALF TO DESIGN, BID, AWARD AND PROJECT MANAGE THE SUSAN B ANTHONY SCHOOL/PARK IMPROVEMENTS PROJECT, (PROJECT); AUTHORIZES SHRA AND CONTRACTORS TO ACCESS THE PROJECT SITE IN ORDER TO PERFORM THE AFOREMENTIONED ACTIVITIES; AUTHORIZING THE PARK TO BE MADE AVAILABLE FOR PUBLIC USE WITH CONDITIONS; AND AUTHORIZES THE EXECUTION OF CONTRACTS FOR THE AFOREMENTIONED

**WHEREAS**, the Sacramento City Council previously approved the Project as described in Resolution 2016-0370; and

WHEREAS, the Detroit Neighborhood Association and community desire to see improvements made to and receive access to the park ("Park") located at Susan B Anthony Elementary School ("Anthony Elementary"); and

WHEREAS, the Sacramento City Unified School District (District) is not contributing funds to the project; and

**WHEREAS,** SHRA, on behalf of the District, will serve as lead for the project and is responsible for environmental review and clearance; and

WHEREAS, SHRA has allocated \$300,000 to make the Project improvements; and

**NOW, THEREFORE, BE IT RESOLVED** that the Sacramento City Unified School District (District) Board of Education:

- 1. Authorizes SHRA to act on its behalf to design, bid, award and manage the Project, provided SHRA complies with all laws, indemnifies the District, and permits the District to review and comment on the design of the Project;
- 2. Authorizes SHRA and its contractors access to the Project site in order to perform the aforementioned activities, subject to any screening and fingerprinting as required by law;
- 3. Authorizes the Park located at Anthony Elementary be made available for public use with conditions; and
- 4. Authorizes the District's President, Superintendent, or designee, to execute any and all related documents for the Project on behalf of the District.

5.

<b>PASSED AND ADOPTED</b> by the Sacramento City day of May, 2017, by the following vote:	Unified School District Board of Education on this 4 <sup>th</sup>
AYES: NOES: ABSTAIN: ABSENT:	
ATTESTED TO:	Jay Hansen President of the Board of Education
Jose L. Banda Secretary of the Board of Education	



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 9.1g

Meeting Date: May 4, 2017

Subject: Approve Resolution No. 2945: 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

**Division:** Facilities Support Services

**Public Hearing** 

<u>Recommendation</u>: Approve and adopt Resolution No. 2945 Delegating Duty to Accept Bids and Award Construction Contracts.

<u>Background/Rationale</u>: The Governing Board's meeting schedule may not be complementary with 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, 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 May 5 through September 30, 2017. 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):** College, Career and Life Ready Graduates; Safe, Emotionally Healthy and Engaged Students; Family and Community Empowerment; Operational Excellence

#### **Documents Attached:**

1. Resolution No. 2945

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. 2945**

BEFORE THE GOVERNING BOARD OF THE SACRAMENTO CITY UNFIED 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 May 5, 2017 through September 30, 2017.

State of California County of Sacramento	)	
PASSED and ADOPT School District, State of Cali		, 2017, by the Board of Education of the Sacramento City Unified g vote;
Ayes:		
Noes:		
Absent:		
ATTESTED TO:		
		Jay Hansen, Board President
Date:		
		José L. Banda, Clerk of the Board



Meeting Date: May 4, 2017

# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 11.1

mouning bate. May 1, 2017		
Subject: Approve Superintendent Contract for Jorge A. Aguilar		
<ul> <li>□ Information Item Only</li> <li>□ Approval on Consent Agenda</li> <li>□ Conference (for discussion only)</li> <li>□ Conference/First Reading (Action Anticipated:)</li> <li>□ Conference/Action</li> <li>□ Action</li> <li>□ Public Hearing</li> </ul>		
<u>Division</u> : Board of Education Office		
Recommendation: Approve Superintendent Contract for Jorge A. Aguilar		
Background/Rationale: The Trustees of Sacramento City Unified School District Board of Education conducted a search for a new district superintendent beginning January, 2017. Leadership Associates was selected to advise the Board in this important process. Leadership Associates, in conjunction with the Board conducted a series of surveys and community meetings to gain input from all stakeholders during the months of February and March 2017. The community input gathered was utilized during the interview process to help select the best possible candidate for the Superintendent position. On April 9th and 17th, 2017, the Board of Trustees held two Special Board Meetings to interview candidates. On April 26 <sup>th</sup> , 2017 three Trustees of the Board conducted a validation visit to the district of the finalist. On May 4, 2017, the Board of Trustees will approve the Superintendent contract for Jorge A. Aguilar.		
Financial Considerations: None.		
<u>LCAP Goal(s)</u> : College, Career and Life Ready Graduates; Safe, Emotionally Healthy and Engaged Students; Family and Community Empowerment; Operational Excellence		

**Estimated Time of Presentation:** 5 Minutes

Submitted by: Board of Education Office

Approved by: N/A

**Documents Attached:** 

Superintendent Contract will be available during the May 4, 2017 Board meeting at open session.



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 11.2

Meeting Date: May 4, 2017
Subject: Approve Resolution No. 2947 or 2930: Renewal Charter Petition for Sacramento New Technology High School
☐ Information Item Only ☐ Approval on Consent Agenda ☐ Conference (for discussion only) ☐ Conference/First Reading ☐ Conference/Action ☐ Action ☐ Public Hearing
<u>Division</u> : Deputy Superintendent's Office
<b>Recommendation:</b> To take action to approve or deny the renewal of the charter for Sacramento New Technology High School.

Background/Rationale: Sacramento City Unified School District received Sacramento New Technology High School's renewal petition on January 18, 2017 (Charter petition expiration date: June 30, 2017). The Governing Board held a public hearing in accordance with Education Code Section 47607 (b) to consider the level of support for the renewal of Sacramento New Technology High School on February 16, 2017. District staff conducted a comprehensive review of the renewal petition and related submissions. The staff's analysis will be presented for Board Action on May 4, 2017.

<u>Financial Considerations</u>: The financial considerations are outlined within the Executive Summary.

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

# **Documents Attached:**

- 1. Executive Summary
- 2. Resolutions No. 2947 and 2930
- 3. Charter Petition (Proposed): <a href="http://www.scusd.edu/charter-petitions">http://www.scusd.edu/charter-petitions</a>
- 4. Revised Charter Petition (Proposed): <a href="http://www.scusd.edu/charter-petitions">http://www.scusd.edu/charter-petitions</a>
- 5. Appendices (Proposed): <a href="http://www.scusd.edu/charter-petitions">http://www.scusd.edu/charter-petitions</a>
- 6. Revised Appendices (Proposed): http://www.scusd.edu/charter-petitions

**Estimated Time of Presentation**: 10 Minutes

Submitted by: Lisa Allen, Deputy Superintendent and

Jack Kraemer, Innovative Schools and Charter

Oversight, Director

Approved by: José L. Banda Superintendent

## **Deputy Superintendent's Office**

Approve Resolution No. 2947 or 2930: Renewal Charter Petition for Sacramento New Technology High School May 4, 2017



#### I. OVERVIEW / HISTORY

#### Action Proposed:

This Report sets forth findings based upon a review of the charter renewal petition ("Renewal Petition") by District Staff and legal counsel. After a careful review of the Renewal Petition, District Staff has concerns regarding the Petitioner's academic performance of all student groups and fiscal debt. Based upon these concerns, the Renewal Petition may be denied on the following grounds:

The Petitioner is demonstrably unlikely to successfully implement the program set forth in the Renewal Petition based on:

- 1) Lower pupil academic achievement by the charter school's pupils as compared to pupils in District schools that they would otherwise attend; and
- 2) Fiscal insolvency.

The Governing Board shall approve either Resolution 2947 or 2930 for the Renewal Petition submitted by Sacramento New Technology High School ("SNTHS" or "Charter School").

#### History:

Sacramento New Technology High School is a dependent charter school with 9th through 12<sup>th</sup> grade students located at 1400 Dickson Street, Sacramento, CA 95822 on district owned property. Sacramento City Unified School District ("District") originally granted SNTHS's charter petition for establishment on June 2003. The charter petition has been renewed twice and is now due to expire June 30, 2017. District received a charter renewal petition from SNTHS on January 18, 2017 with a mutually agreed upon 30-day extension of the renewal petition timeline requirements. District and SNTHS mutually agreed upon an additional 30-day extension on April 11, 2017. The 30-day extensions are beneficial because they provide latitude to staff for the review and analysis of the charter renewal application, and they ensure compliance with deadlines while considering the set schedule of Board of Education meetings should more time be needed due to unforeseen circumstances. The Renewal Petition is for a term of five years, from July 1, 2017 through June 30, 2022 with an enrollment cap of 400 students in grades 9-12.

The District held a public hearing on February 16, 2017 so that the District's Governing Board ("Board") could consider the "level of support for the petition by teachers employed by the district, other employees of the district, and parents." (Ed. Code, § 47605, subd. (b).)

## **Deputy Superintendent's Office**

Approve Resolution No. 2947 or 2930: Renewal Charter Petition for Sacramento New Technology High School May 4, 2017



After reviewing the Renewal Petition and appendix items, District Staff provided SNTHS with feedback regarding numerous areas of the Renewal Petition that needed updates and/or clarification. In response to the District Staff analysis and recommendations, SNTHS submitted a revised Renewal Petition and revised appendix items on February 28, 2017 to address District Staff's concerns.

#### II. DRIVING GOVERNANCE

As defined by Education Code Section §47607, a charter school shall meet one of the following criteria before receiving a charter renewal:

- 1) Attained its Academic Performance Index (API) growth target in the prior year or in two of the last three years, or in the aggregate for the prior three years; or
- 2) Ranked in deciles 4 to 10, inclusive, on the API in the prior year or in two of the last three years; or
- 3) Ranked in deciles 4 to 10, inclusive, on the API for a demographically comparable school in the prior year or in two of the last three years; or
- 4) The entity that granted the charter determines that the academic performance of the charter school is at least equal to the academic performance of the public schools that the charter school pupils would otherwise have been required to attend.

Due to the suspension of the majority of the California Standards Tests in 2013-14, SNTHS does not have a 2016 Growth API. Schools that do not have a current year API calculation will use either the more recent API score, an average of the three most recent API scores, or an alternate measure that shows an increase in academic achievement for all groups of students schoolwide and among significant student groups. (Assembly Bill 484; See Education Code sections 52052(e)(2)(F) and 52052(e)(4)). SNTHS met criteria 1, 2, and 3 in the final 2013-14 year of API utilization. However, SNTHS had 30% and 15% of their 11<sup>th</sup> grade students achieve at proficient/advanced levels for the 2015-16 CAASPP ELA and Math assessments respectively while the 10<sup>th</sup> grade students achieved at the 17% proficient/advanced levels for the Science assessment. When compared to similar student populations in SCUSD, SNTHS's population attained lower levels of achievement in ELA, Math, and Science.

# **Deputy Superintendent's Office**

Approve Resolution No. 2947 or 2930: Renewal Charter Petition for Sacramento New Technology High School May 4, 2017



The Board of Education may deny a Renewal Petition if the charter school fails to meet the minimum standard for renewal, or if the Board of Education finds that:

- 1) The charter school presents an unsound educational program for students during the term of its renewal charter; or
- 2) The charter school is demonstrably unlikely to successfully implement the program set forth in the renewal petition; or
- 3) The renewal petition does not contain the necessary affirmations; or
- 4) The Petition does not contain a declaration of whether or not the charter school shall be deemed the exclusive public employer of the employees of the charter school for purpose of Chapter 10.7 of Division 4 of Title 1 of the Government Code; or
- 5) Where changes to the charter school's operations are proposed, the Renewal Petition does not contain reasonably comprehensive descriptions of the 15 required elements set forth in the Charter Schools Act.

If the Board of Education denies the renewal, the Board must adopt written findings of facts based on any of the above mentioned criteria or standards. In addition, the District "shall consider increases in pupil academic achievement for all groups of pupils served by the charter school as the most important factor in determining whether to grant a charter renewal." (Ed. Code § 47607(a)(3)(A).)

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

#### District Staff's Review:

The District Staff reviewed the below listed 15 required elements and the Impact on District (i.e. facilities, District oversight, etc.) in the SNTHS Renewal Petition.

#### Elements:

- 1) Educational Program
- 2) Measurable Student Outcomes

{Sacramento New Technology High School\_050417}

## **Deputy Superintendent's Office**

Approve Resolution No. 2947 or 2930: Renewal Charter Petition for Sacramento New Technology High School May 4, 2017



- 3) Method by Which Pupil Progress is to be Measured
- 4) Governance Structure
- 5) Employee Qualifications
- 6) Health and Safety Procedures
- 7) Means to Achieve a Reflective Racial and Ethnic Balance
- 8) Admissions Requirements
- 9) Financial Audit
- 10) Suspension and Expulsion Procedures
- 11) Staff Retirement Systems
- 12) Attendance Alternative
- 13) Description of Employee Rights
- 14) Dispute Resolution Process
- 15) Procedure for School Closure

Although the originally submitted Renewal Petition included the above information required, District Staff recommended revisions and additional information to improve the Renewal Petition. The changes made to the SNTHS initial Renewal Petition are noted on the initial pages of the Charter School's revised appendix.

Based on the results of the District Staff's review process of the initial Renewal Petition, the revised Renewal Petition, initial appendix items, and revised appendix items, District Staff assessed that all fifteen elements are reasonably comprehensive individually and collectively. However, District Staff concluded that SNTHS meets the statutory requirements for denial as Petitioner is demonstrably unlikely to successfully implement the program set forth in the revised Renewal Petition based on the Charter School's lower pupil academic performance as compared to pupils in similar District schools, and fiscal insolvency.

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

<u>Petitioner is Demonstrably Unlikely to Successfully Implement the Program Set Forth in the</u>

Petition

A. <u>Lower Academic Achievement by the Charter School's Pupils as compared to Pupils in</u>
District Schools that They Would Otherwise Attend

When determining whether to grant a charter renewal, the District "shall consider increases in pupil academic achievement for all groups of pupils served by the charter school as the most important factor." (Ed. Code § 47607(a)(3)(A).) SNTHS met criteria 1, 2, and 3 in the final 2013-

{Sacramento New Technology High School\_050417}

# **Deputy Superintendent's Office**

Approve Resolution No. 2947 or 2930: Renewal Charter Petition for Sacramento New Technology High School May 4, 2017



14 year of API utilization. However, SNTHS had 30% and 15% of their 11<sup>th</sup> grade students achieve at proficient/advance levels for the 2015-16 CAASPP ELA and Math assessments respectively while the 10<sup>th</sup> grade students achieved at the 17% proficient/advance levels for the Science assessment. SNTHS's pupil population attained lower levels of achievement in ELA, Math, and Science as compared to pupils in those District schools the Charter School pupils would otherwise attend. Additional results against comparison schools of McClatchy, Kennedy, and Burbank are as follows:

- SNTHS attained lower levels of achievement in ELA compared to all three schools
- SNTHS attained lower levels of achievement in Math for two of the three schools
- SNTHS attained lower levels of achievement in Science compared to all three schools
- SNTHS significant student groups of Economically Disadvantaged and Hispanic attained lower levels of achievement in ELA compared to the same significant student groups of all three schools.
- SNTHS significant student groups of Economically Disadvantaged and Hispanic attained lower levels of achievement in Math compared to the same significant student groups of two of the three schools.

The revised Renewal Petition indicates that SNTHS met its API Growth target for the last three years that the API was reported, but its overall API increased only 33 points during that period. District Staff considered the Charter School's minimal increases in pupil academic achievement in determining whether to recommend approval or denial of renewal; however, in nearly all measures and across all significant pupil groups, the academic performance of SNTHS pupils was significantly lower than that of pupils in District schools that the Charter School's pupils would otherwise attend. Thus, the Charter School's minimal increases in pupil achievement were not sufficient to outweigh Staff's conclusion that the Petitioner is demonstrably unlikely to successfully implement the educational program due to lower academic achievement by the Charter School's pupils as compared to pupils in District schools they would otherwise attend.

#### B. Fiscal Insolvency

In order to successfully implement the program described in the Renewal Petition, Petitioner must demonstrate that it is familiar with the content of the Renewal Petition and the requirements of law applicable to the proposed school, present a realistic financial and operational plan, have the necessary background in areas critical to the Charter School's success, or have a plan for securing the services of individuals with the necessary background,

# **Deputy Superintendent's Office**

Approve Resolution No. 2947 or 2930: Renewal Charter Petition for Sacramento New Technology High School May 4, 2017



including curriculum, instruction, assessment, finance and business management. Based upon the information provided in the revised Renewal Petition, Petitioner is demonstrably unlikely to successfully implement the educational program due to significant current and projected fiscal deficits. SNTHS carry over reserves were as follows:

2011-2012: <\$28,408.65>
2012-2013: <\$11,049.92>
2013-2014: \$61,092.97
2014-2015: <\$63,926.01>
2015-2016: <\$172,085.36>

The projected fund balances for the end of 2016-2017 and 2017-2018 are <\$650,000.00> and <\$965,000.00> respectively.

Directly related to the fiscal position of SNTHS are the below enrollment figures, which demonstrate a pattern of declining enrollment:

2014-2015 276 (27% out of district)
2015-2016 238 (24% out of district)
2016-2017 187 (22% out of district)

Accordingly, District Staff have concluded that Petitioner is demonstrably unlikely to successfully implement the educational program due to the Charter School's fiscal insolvency.

#### III. BUDGET

State income and various other income sources to the District are reduced when students living in District boundaries enroll at a charter school. Under Education Code section 47604(c), a school district that grants a charter to a charter school to be operated by, or as, a nonprofit public benefit corporation is not held liable for the charter school's debts or obligations as long as the school district complies with all oversight responsibilities. However, as a dependent charter school of Sacramento City Unified School District, District is liable for the charter school's debts or obligations.

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

Not Applicable.

{Sacramento New Technology High School\_050417}

## **Deputy Superintendent's Office**

Approve Resolution No. 2947 or 2930: Renewal Charter Petition for Sacramento New Technology High School May 4, 2017



#### V. MAJOR INITIATIVES

Not Applicable.

#### VI. RESULTS

Based on the analysis described in this report, Sacramento City Unified School District Board of Education shall take action to approve either Resolution 2947 or 2930 for the Renewal Petition submitted by Sacramento New Technology High School under the California Charter Schools Act with due consideration of the factual findings in this report. The factual findings in this report demonstrate that the revised Renewal Petition meets the following conditions for denial under Education Code § 47607:

The Petitioner is demonstrably unlikely to successfully implement the program set forth in the Renewal Petition, based on:

- 1) Lower pupil academic achievement by the Charter School's pupils as compared to pupils in District schools that they would otherwise attend; and
- 2) Fiscal insolvency.

#### VII. LESSONS LEARNED / NEXT STEPS

#### Next Steps:

The Governing Board shall approve either Resolution 2947 to approve the charter renewal or 2930 to deny the charter renewal. Should the Board decide not to renew the charter, the Board must adopt these final written findings of fact as its own to deny the revised Renewal Petition. Additionally, as the charter authorizer, District will provide SNTHS guidance and support in the orderly process of charter school closure should the revised Renewal Petition be denied.

The revised Renewal Petition is available online at: <a href="http://www.scusd.edu/charter-petitions">http://www.scusd.edu/charter-petitions</a>

# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT RESOLUTION NO. 2947 RESOLUTION TO APPROVE THE PETITION TO RENEW THE CHARTER OF SACRAMENTO NEW TECHNOLOGY HIGH SCHOOL

WHEREAS, Sacramento New Technology High School submitted to Sacramento City Unified School District ("District") a charter renewal petition ("Petition"), dated January 18, 2017; and

WHEREAS, following feedback from District staff, the Petition was revised and submitted ("Revised Petition"); and

WHEREAS, the District's Governing Board held a public hearing on February 16, 2017 and took board action on May 4, 2017; and

WHEREAS, the Governing Board has considered the level of public support for Sacramento New Technology High School and has reviewed the Revised Petition and all information received with respect to the Revised Petition, including all supporting documentation; and

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

NOW, THEREFORE, BE IT RESOLVED that the Sacramento City Unified School District Board of Education hereby approves the Revised Petition to renew the Charter of Sacramento New Technology High School for another term.

BE IT FURTHER RESOLVED the term of the charter shall be for five (5) years, beginning on July 1, 2017 and expiring June 30, 2022.

**PASSED AND ADOPTED** by the Sacramento City Unified School District Board of Education on this 4th day of May, 2017, by the following vote:

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
ATTESTED TO:	
	-
José L. Banda	Jay Hansen
Secretary of the Board of Education	President of the Board of Education

#### SACRAMENTO CITY UNIFIED SCHOOL DISTRICT RESOLUTION NO. 2930

# RESOLUTION TO DENY THE RENEWAL CHARTER PETITION OF SACRAMENTO NEW TECHNOLOGY HIGH SCHOOL

WHEREAS, petitioners for Sacramento New Technology High School submitted to Sacramento City Unified School District ("District") a renewal charter petition ("Petition"), dated January 18, 2017; and

WHEREAS, the District's Governing Board held a public hearing on February 16, 2017 and took board action on May 4, 2017; and

WHEREAS, the Governing Board has considered the level of public support for Sacramento New Technology High School and has reviewed the Petition, including all supporting documentation; and

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

WHEREAS, the District shall consider increases in pupil academic achievement for all groups of pupils served by the charter school as the most important factor in determining whether to grant a charter renewal; and

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

NOW, THEREFORE, BE IT RESOLVED that the Sacramento City Unified School District Board of Education hereby adopts the written Staff Report and Proposed Findings of Fact regarding Sacramento New Technology High School as its own.

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

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

**PASSED AND ADOPTED** by the Sacramento City Unified School District Board of Education on this 4th day of May, 2017, by the following vote:

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
ATTESTED TO:	
José L. Banda	Jay Hansen
Secretary of the Board of Education	President of the Board of Education



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 11.3

Meeting Date: May 4, 2017 Subject: First Draft LCAP 2017-20 Information Item Only Approval on Consent Agenda Conference (for discussion only) Conference/First Reading (Action Anticipated: \_\_\_\_\_) Conference/Action Action **Public Hearing Division**: Technology and Innovation Office Recommendation: None Background/Rationale: The district's Local Control and Accountability Plan (LCAP) provides details of goals, actions and expenditures to support student outcomes and overall performance, pursuant to Education Code §52060 and 52066. Financial Considerations: None LCAP Goal(s): College, Career and Life Ready Graduates; Safe, Emotionally Healthy and Engaged Students; Family and Community Empowerment; Operational Excellence **Documents Attached:** 1. Executive Summary 2. First Draft LCAP Estimated Time of Presentation: 10 minutes Submitted by: Elliot Lopez, Chief Information Officer Cathy Morrison, LCAP/SPSA Coordinator

Sara Pietrowski, Student Outcomes Coordinator

Approved by: José Banda, Superintendent

# **Technology and Innovation Office**

First Draft LCAP 2017-20 May 4, 2017



#### I. OVERVIEW / HISTORY

In July 2013, the state Legislature approved a new funding system for all California public schools. This new funding system, Local Control Funding Formula (LCFF), requires that every Local Education Agency write a Local Control and Accountability Plan (LCAP). The 2016-17 school year represents the third year of LCFF implementation. The current new LCAP template is designed by the California State Board of Education to be a static three year plan, representing the years 2017-2020.

#### II. DRIVING GOVERNANCE

The Local Control Funding Formula (LCFF) seeks to ensure continuous improvement in the performance of schools across the state's eight priorities, plus other priorities identified locally. The eight priorities include student achievement, student engagement, school climate, parent involvement, provision of basic services, curriculum access, and implementation of the California Standards.

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

Meaningful engagement is critical to the LCAP process, targeting parents, students, and other stakeholders, especially those who represent students who are low income, English learners, foster and homeless youth. Ed. Code sections 52060(g), 52062, and 52063 specify the minimum requirements for school districts.

#### III. BUDGET

Funds provided through the state's Local Control Funding Formula represent approximately 65% of the district's total revenue.

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

The 2017-20 first draft LCAP is in alignment with the board-adopted Strategic Plan with revision to the goal titles and the addition of a fourth goal.

The Strategic Plan-aligned LCAP goals are:

- College, Career and Life Ready Graduates
- Safe, Emotionally Healthy and Engaged Students
- Family and Community Empowerment

# **Technology and Innovation Office**

First Draft LCAP 2017-20 May 4, 2017



• Operational Excellence, defined as: Maximize the leadership, structure, and processes of the organization to execute our mission as effectively and efficiently as possible.

The state's template for the Local Control and Accountability Plan (LCAP) has been revised to require districts to cite the nexus between the California School Dashboard (Dashboard) and the information it provides districts about strengths, needs and performance gaps. Use of the information provided by the Dashboard will increase district, school, and community capacity and drive continuous improvement.

#### V. MAJOR INITIATIVES

The LCAP provides details and resource allocation for the work of the school district as it actualizes the vision of the Strategic Plan. The state's new accountability system, the California School Dashboard, is the tool that districts use to identify areas of progress, need and performance gaps. The district's Data Dashboard is a tool for all stakeholders to easily access LCAP data and other important district data.

As a comprehensive planning tool, the LCAP fosters a cycle of continuous improvement, beginning with a defined cycle of data inquiry, tied to processes of authentic stakeholder engagement. The community can hold schools and districts accountable for setting the right goals, using resources equitably and wisely, and supporting improvement in educational outcomes for all students.

#### VI. RESULTS

The district shares the first draft LCAP from May 1-31 in order to receive community feedback in advance of the Public Hearing June 15, 2017. The LCAP will be fine-tuned after review of community feedback and release of the Governor's May Revision to the budget.

During this period, all district stakeholders will be invited to provide feedback on the draft through a survey. Informational meetings will be held with stakeholders, including but not limited to those held at schools, with standing parent committees, bargaining partners, community groups, principals and administrators. The LCAP survey will be translated into all district languages and shared through many channels.

LCAP Parent Advisory Committee and the LCAP English Learner Parent Advisory Committee (a subcommittee of the District English Learners Advisory Committee) will provide written comments to the Superintendent. The Superintendent will respond in writing to these comments prior to the Public Hearing, and will consider all comments from stakeholders.

#### VII. LESSONS LEARNED / NEXT STEPS

The district's LCAP survey will be available May 4-31, 2017.

# **Technology and Innovation Office**

First Draft LCAP 2017-20 May 4, 2017



- The LCAP parent advisory committees (LCAP PAC and EL PAC on behalf of the DELAC) will
  provide comments in writing to the Superintendent, and will receive a response in writing prior
  to the Public Hearing.
- Sacramento County Office of Education will review the draft to provide technical assistance.
- A revised draft will be read at the LCAP Public Hearing during the June 15, 2017 board meeting.
- The LCAP for 2017-20 will be adopted at the June 28, 2017 board meeting and forwarded to the Sacramento County Office of Education prior to July 1, 2017.



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 11.4

Meeting Date: May 4, 2017

Subject: Youth Development Expanded Learning Funding Update
<ul> <li>☑ Information Item Only</li> <li>☐ Approval on Consent Agenda</li> <li>☐ Conference (for discussion only)</li> <li>☐ Conference/First Reading (Action Anticipated:)</li> <li>☐ Conference/Action</li> <li>☐ Action</li> <li>☐ Public Hearing</li> </ul>
Division: Youth Development Support Services (YDSS)
<b>Recommendation</b> : Advise Board of California Department of Education's (CDE) decision regarding 21 <sup>st</sup> Century grant funds.
<b>Background/Rationale</b> : YDSS did not receive 21 <sup>st</sup> Century funding. These specific grants expire June 30, 2017. This means the district is without funding to operate Before,/After School and Summer Matters programs that serve approximately 1,000 students in five high schools; American Legion, CK McClatchy, Hiram Johnson, John F Kennedy and Sacramento Charter High. We are working with Sacramento Charter High directly on the impact of the funding loss.
We are also losing funding to serve 1028 students at 21 elementary schools during after school, as well as 317 students at 11 elementary schools before school.
Financial Considerations: YDSS Expanded Learning programs are looking at a \$3.3 million deficit due to not receiving 21 <sup>st</sup> Century grant award.
LCAP Goal(s): College, Career and Life Ready Graduates; Clean, Healthy & Safe Learning Environment; and Family and Community Empowerment.
Documents Attached:  1. Executive Summary

Estimated Time of Presentation: 10 minutes

Submitted by: Lisa Allen, Olga L. Simms, Stacey Ault [Bell]

Approved by: José L. Banda, Superintendent

# **Youth Development Support Services**

Agenda Title: Expanded Learning Funding Update

Date of Board Meeting: May 4<sup>th</sup>, 2017



#### I. OVERVIEW / HISTORY

#### **Background:**

In 2002, Proposition 49 was passed, and developed the After School Enrichment and Safety (ASES) programs to serve elementary and middle school students. The 21<sup>st</sup> Century After School Safety and Enrichment for Teens (ASSETs) grants provide funding for high schools, and the 21<sup>st</sup> Century Community Learning Centers grant provide funding to supplement ASES and enhance opportunities for elementary and middle school students.

SCUSD's Youth Development Department has been running afterschool programs for over 15 years. In the early 2000's SCUSD was the fiscal agent for 19 afterschool programs. Of these 19 sites, we received funding for one high school, Burbank High. By 2007 six more high schools applied for the 21<sup>st</sup> Century ASSETs grant and were successfully awarded. In 2012 we almost tripled the Expanded Learning budget, and were able to serve many more students. At present SCUSD has 62 Expanded Learning programs, and serves approximately 14,000 students, Kindergarten through 12<sup>th</sup> grade. We provide open some programs at 7:30am to provide services before school, and serve families until 6pm. Whole Child, Whole Day, Whole Year!

#### **Expanded Learning Programs:**

Almost all Expanded Learning programs are run in partnership with community providers, both main providers who facilitate the day-to-day operations of Expanded Learning programs; and supplemental providers who deliver culturally relevant enrichment and leadership programming to students and families. In most instances the staff and partners working in Expanded Learning mirror the ethnical and linguistic backgrounds of our students. Many members of the Expanded Learning team grew up in SCUSD and lived in the communities within which they serve.

YDSS provides support in creating an environment conducive to the achievement of student academic and social-emotional success. The department coordinates and manages Expanded Learning programs; mentoring; alcohol, tobacco, and other drug prevention and intervention; service learning; character education; violence prevention; and youth voice and action programs. Expanded Learning funding is also leveraged to provide youth leadership programs, such as Student Advisory Council; Men's and Women's Leadership Academies; and American Indian Education Program student leadership programs.

The administration of the Expanded Learning programs is provided by designated district-level specialists who provide supervision, development, and support in the delivery of services to the staff and students participating in the Expanded Learning programs. YDSS staff provide monthly professional development for all Program Managers as well as regular meeting with

# **Youth Development Support Services**

Agenda Title: Expanded Learning Funding Update

Date of Board Meeting: May 4<sup>th</sup>, 2017



Agency Directors. We also provide an infrastructure of support to Supplemental Providers, enabling community partners to have a safe, streamlined way of serving our student populations.

In addition to providing services during the school year we also serve approximately 4000 students during summer through Summer Matters @ SCUSD.

#### **Social Justice Youth Development:**

YDSS uses the Social Justice Youth Development (SJYD) Framework to inform the development and implementation of high quality programming for our students. This Framework provides our staff and partners with intentional guidance in the development of programs and supports that build the capacity of our participants to

- Understand and impact power and social dynamics
- Establish stronger sense of self-identity
- Promote positive systemic change
- Engage in collaborative and collective actions
- Mobilize youth culture towards positive end.

Through this framework, our programs and partner are better equipped to engage students in identifying and dealing with serious social problems that they are facing by empowering them to be active participants in bringing about positive change. The focus is on seeing youth as critical assets and agents of change that are capable of transforming their environment. The longer term outcome for this framework is to foster higher levels of civic engagement, advocacy and conscious citizenship among our youth.

In 2015 YDSS established priority focus areas to support the implementation of the district's strategic plan. These priority areas are as follows:

#### **ENGAGEMENT**

high risk/non-traditional/ underserved

Intentionally develop high quality, meaningful, and relevant opportunities that engage students, families, staff, and communities to provide information, support, and services to underserved groups.

#### **EQUITY**

restorative justice/equity vs equality

Maintain a laser-like focus on equity by providing education and awareness that promotes cultural humility and relevance in all approaches and services for youth.

#### **EVALUATION**

plan/implement/monitor/improve

# **Youth Development Support Services**

Agenda Title: Expanded Learning Funding Update

Date of Board Meeting: May 4<sup>th</sup>, 2017



Intentional focus on capturing, analyzing and applying data to foster an evolved culture of data driven decision making that measures success, impact, and potential for growth.

#### **SAFETY**

violence prevention/healing/care

Adequately empower district staff and community partners to employ proactive measures that ensure physical, personal and emotional safety healing.

#### II. DRIVING GOVERNANCE

Expanded Learning is specifically aligned with LCAP goals: College, Career and Life Ready Graduates; Clean, Healthy & Safe Learning Environment; and Family and Community Empowerment. During expanded learning we have the opportunity to engage students in a structured but less restrictive environment. With a focus on disguised learning, students at every grade span participate in high quality, innovative and creative enrichment activities that strengthen their core academic skills, increase social emotional competencies and encourage physical activity.

#### III. BUDGET

Youth Development has a total budget of \$13,554,953. This includes \$713,191 allocated for Foster Youth Services. This leaves a balance of \$12,841,762 for Expanded Learning and other Youth Development programming.

The California Department of Education (CDE) did not approve Sacramento City Unified School District's application for approximately **\$3.3 million** in funding from the 21<sup>st</sup> Century grant.

This means the district is without funding to operate Before, After School and Summer Matters programs that serve approximately 1,000 students in five high schools; American Legion, CK McClatchy, Hiram Johnson, John F Kennedy and Sacramento Charter High. We are working with Sacramento Charter High directly on the impact of the funding loss.

We are also losing funding to serve 1028 students at 21 elementary schools during after school, as well as 317 students at 11 elementary schools before school. All elementary schools, except Caroline Wenzel, have ASES funding, which means they are funded to still serve 83 students during the after school space. Wenzel's sole source of funding is 21<sup>st</sup> Century, although they do have a small fee based program on campus.

The district has agreed to support 2017 Summer Matters @ SCUSD, meaning programming will continue this summer.

A complete list of sites and numbers of slots is included as Attachment A.

# **Youth Development Support Services**

Agenda Title: Expanded Learning Funding Update

Date of Board Meeting: May 4<sup>th</sup>, 2017



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

We continue to focus on the end goals of creating students that are college, career and life ready as well as preparing students to be agents of change within their own lives and their communities. Our secondary expanded learning programs utilize a service-learning model, in order to increase student's school connectedness, civic engagement and community responsibility. We also provide credit recovery and opportunities for students to take 7<sup>th</sup> period courses (for credit) with teachers on their campuses. Students are challenged to become problem solvers and critical thinkers, utilizing 21<sup>st</sup> century skills to discover solutions. Throughout all our programming while employing Science, Technology, Engineering, Art & Mathematics (STEAM), youth voice and action, and social emotional skill building.

YDSS continues to be intentional about closing the achievement gap and decreasing student drop-out rates. The programs target students that may have limited access to enriching learning experiences within their communities, as well as students that may need extra assistance, engagement and support. Youth Development continues to work closely with school staff, counselors, teachers, and principals to identify and target students that may have been marginalized in other settings.

#### V. MAJOR INITIATIVES

Expanded Learning programming includes the following programs:

#### **Before School Programming:**

SCUSD Youth Development Support Services recognizes the growing physical, intellectual, and social competence of the increasingly independent school-age child. Eager to achieve socially and academically while expanding their knowledge of the world, school-age children seek new challenges, close friendships, and increasing responsibilities.

Our programs offer engaging learning opportunities in a fun environment for maturing schoolage children. This includes before-school expanded learning programs, designed specifically for elementary school age students, which provides them with age-appropriate activities in a safe and secure environment that allows children to be children.

Over 553 students are currently served in Before School programs. Approximately 317 slots are affected by funding reductions.

#### **After School Programming:**

SCUSD's Expanded Learning programs approximately serve 9235 individual students daily in grades K-12 in either after school or before school services across the district. Programs consist

# **Youth Development Support Services**

Agenda Title: Expanded Learning Funding Update

Date of Board Meeting: May 4<sup>th</sup>, 2017



of 47 ASES programs (K-8), 27 21st Century Community Learning Centers programs (K-8), 11 before school programs (K-8) and 8 21st Century ASSETs programs (9-12).

The SCUSD Expanded Learning Programs involve collaboration among parents, youth, representatives from schools and governmental agencies, individuals from community-based organizations and the private sector. Programs are created through partnerships between schools and local community resources to provide students with safe, constructive opportunities for academic support and enrichment activities.

The SCUSD Expanded Learning Programming includes but not limited to:

- Linkages between school-day and after-school content, curriculum, and personnel
- High academic standards; college and career connections; linked learning
- Education activities and academic enrichment learning programs, including providing additional assistance to students to allow the students to improve their academic achievement
- Mathematics and science education activities (STEM)
- · Arts and music education activities
- Service Learning and community change activities
- Tutoring services
- Programs that provide after-school activities for limited English proficient students that emphasize language skills and academic achievement
- Attention to safety, health, physical activity and good nutrition; wellness
- Telecommunications and technology education programs
- Programs that promote parental engagement and family literacy
- Programs that provide assistance to students who may be truant or highly at-risk to allow the students to improve their academic achievement
- Prevention programs (risk reduction and health promotion), counseling programs and character education programs.
- Men's and Women's Leadership Academy
- Culturally Relevant Supplemental Providers:
  - Leadership for Black, Latinx, American Indian, South East Asian, Pacific Islander,
     Undocumented and Refugee Youth, and others;
  - o Performing Arts including: dance, music, theatre, etc.;
  - Mentoring;
  - Gender specific programming;
  - LGBTQ support
- Student Leadership Conferences & College Exposure
- Evaluation of program progress and effectiveness

# **Youth Development Support Services**

Agenda Title: Expanded Learning Funding Update

Date of Board Meeting: May 4<sup>th</sup>, 2017



#### VI. RESULTS

See attached

- SCUSD serves 9235 students daily
  - Elementary 5753
  - Middle 928
  - ➤ High 2554
- Before School programs 553
- In addition, SCUSD enrolled approximately 3365 students during Summer 2016;
- Youth Development Expanded Learning programs served student populations very close to the ethnic breakdown of our school district. In fact, students of color are a higher proportion of those served; something that is an important part of creating equity.
   Populations currently served are as follows:
  - Asian 19%
  - Black 20%
  - Latinx 42%
  - White 9%
  - Two or more races 7%
  - Other 3%
  - English Language Learners 23%
  - Socio-Economically Disadvantaged 81%
  - Special Ed Students 12.8%
- In alignment with the California Department of Education After School Division's shift from a compliance only approach, Expanded Learning programs incorporate a comprehensive quality assurance strategy to ensure high quality programming. This strategy includes: hiring of quality staff, intentional professional development of staff, frequent site observations with written feedback and on site coaching;
- Primary program strengths, as identified through the department's quality assurance and assessment tool are: (1) youth are highly engaged in the program and develop an increased connectedness to school; and (2) participating students increased their community awareness and understanding of civic responsibility;
- Combining high expectations with highly engaging activities, Youth Development Support
  Services follows a positive discipline approach and commits to not kicking, or pushing,
  students out of programs. Professional development is provided in the area of restorative
  justice, classroom management and collaborative learning so students are benefiting from
  the complete summer experience.

#### VII. LESSONS LEARNED / NEXT STEPS

#### **Lessons Learned:**

# **Youth Development Support Services**

Agenda Title: Expanded Learning Funding Update

Date of Board Meeting: May 4<sup>th</sup>, 2017



- Internal partnerships are essential to our success, including partnerships with the Academic Office; Student Multilingual Literacy department; Special Education; Behavior & Hearing Office; Attendance & Drop Out Prevention; Health and Student Support Services; Nutrition Services & Transportation Department;
- External partnerships are critical to the YDSS model. Even at our current rate of funding,
  existing funds do not provide the resources needed to deliver at the desired high quality
  while continuing in increase in student number. SCUSD Expanded learning partner agencies
  contribute extensive additional resources and staff time toward our programming. Without
  those contributions, we would not be the successful and evolving programing we are;
- Youth Development incorporates Whole Child, Whole Day, and Whole Year model. With a
  deepened focus on Social Emotional Learning, Social Justice Youth Development and
  Common Core, Expanded Learning programs are spaces where students can receive
  academic interventions, have opportunities to enhance leadership skills, develop youth
  voice and continue service learning projects;

#### **Next steps:**

- Work with CDE to increase likelihood of funding future 21<sup>st</sup> Century grants;
- Continue to seek outside funding for YDSS programming;
- Work with Board and District to identify funds to address funding deficit.



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 11.5

Meeting Date: May 4, 2017

Subject: Career Technical Education Incentive Grant (CTEIG) Plan for Capital Improvement Projects

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

**Division**: College and Career Readiness

**Recommendation: NA** 

**Public Hearing** 

<u>Background/Rationale</u>: SCUSD has received a state grant to enable the development of new career technical education (CTE) programs and enhance and maintain current CTE programs during implementation of the school district local control funding formula (LCFF), with the goal of preparing students with the knowledge and skills necessary to transition to employment and postsecondary education.

Unlike similar federal funding for CTE programs, funds from this state grant may be expended on capital improvement projects provided that any new construction or enhancements made to school facilities are used exclusively for CTE programs.

There are five (5) identified opportunities for capital improvement projects that meet the requirements of this grant. These improvements will benefit CTE programs at five of our high schools by creating learning spaces that mirror industry standard, state of the art environments enabling our students to gain marketable skills and prepare them for success in postsecondary endeavors.

<u>Financial Considerations:</u> Over the course of the grant period, SCUSD will receive approximately \$6,025,000. The estimated cost for all projects, which includes a 10% contingency factor, is \$5,448,000.

The grant award will fully fund all the proposed capital improvement projects leaving a reserve of almost \$577,000 for other resources needed to support CTE programs.

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

# **Documents Attached:**

- 1. Executive Summary
- 2. CTEIG Capital Improvement Project Funding Analysis

Estimated Time of Presentation: 10 mins

Submitted by: Iris Taylor, Chief Academic Officer and Joseph

Stymeist, Director, College and Career Readiness

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

Academic Office: Career Technical Education Incentive Grant (CTEIG)

May 4, 2017



#### I. Overview of the Title

The State of California has allocated funding through the Career Technical Education Incentive Grant (CTEIG) program to Local Educational Agencies (LEAs) to provide support for Career Technical Education (CTE) programs. According to the California Department of Education, "The purpose of this program is to encourage the development of new career technical education (CTE) programs and enhance and maintain current CTE programs during implementation of the school district and charter school local control funding formula (LCFF) pursuant to California Education Code (*EC*) Section 42238.02".

The CTE Incentive Grant is considered "one-time" funding that may only be used to directly support CTE programs. The CTEIG grant specifies that the recipients must submit a three-year sustainability plan. In addition, these grant funds are to be used for supplemental purposes only and should not supplant funds used for items or services normally paid for with district funds.

To determine and make recommendations for the most impactful and sustainable use of these funds, the district consulted with site administrators and staff as well as with the California Department of Education (CDE), Sacramento County Office of Education CTEIG Technical Assistance Program, and the SCUSD Perkins Advisory Board. As a result of these recommendations, CTEIG funds will be used to create or to improve existing district CTE facilities. This approach allows the district to avoid a sustainability plan that would significantly tax district resources while at the same time, create lasting changes that will result in state-of-the art learning facilities for existing CTE programs.

# **II. Driving Governance**

The CTEIG funds are governed by and must be utilized in accord with requirements from the Carl Perkins funds. To qualify for these funds, a CTE program must meet the following minimum criteria:

- Offers high quality curriculum and instruction aligned with the California CTE Model Curriculum Standards, including, but not limited to, providing a coherent sequence of CTE courses that enable pupils to transition to postsecondary education programs that lead to a career pathway or attain employment upon graduation from high school.
- Provides pupils with quality career exploration and guidance.
- Provides pupil support services, including counseling and leadership development.
- Provides for system alignment, coherence, and articulation, including ongoing and structural regional or local partnerships with postsecondary educational institutions, with documented formal written agreements.

Academic Office: Career Technical Education Incentive Grant (CTEIG)
May 4, 2017



- Forms ongoing and structural industry and labor partnerships, documented through formal written agreements and through participation on advisory committees.
- Provides opportunities for pupils to participate in after school, extended day, and out-of-school internships, competitions, and other work-based learning opportunities.
- Reflects regional or local labor market demands and focuses on current or emerging high-skill, high-wage, or high-demand occupations.
- Leads to an industry-recognized credential or certificate, or appropriate postsecondary training or employment.
- Is staffed by skilled teachers (CTE credentialed teachers) or faculty and provides professional development opportunities for those teachers or faculty members.
- Reports data to allow for an evaluation of the program.

The decision to use the funds for capital improvements that enhance CTE facilities is in alignment with SCUSD's focus on equity and college, career, and life ready graduates described in its Strategic Plan for 2016-21, as well as the district's LCAP goals. SCUSD's approach of linking high school academic programs with career pathways prepares students for life after high school by providing them with knowledge and experience that will help them succeed in their chosen post-secondary endeavors. With modern CTE facilities that can provide access to industry-standard, state-of-the-art equipment and experiences, our students have the opportunity to gain competencies they would not normally realize until they had been in a postsecondary educational program or industry field for years after their high school graduation. Graduates with rigorous, relevant academic, and CTE experiences are equipped with marketable skills right out of high school, allowing them to be more competitive in pursuing both college and career options.

# III. Budget

The CTEIG funding is approximately \$6,025,161 with \$5,448,243 to be utilized for capital improvement projects. The remaining funds will be used for equipment, professional learning opportunities, stipends for teacher externships, transportation for industry site visits, software, services, marketing and recruitment efforts that ensure CTE pathway enrollment mirrors the district diverse student population.

# IV. Goals, Objectives and Measures

SCUSD's goal for college, career, and life readiness is to increase the number and percent of its students who matriculate into higher education and successfully complete degrees and programs that contribute to their ability to become gainfully employed and lead productive lives. Embedded within this goal are equity goals to increase the percentage and numbers

Academic Office: Career Technical Education Incentive Grant (CTEIG)

May 4, 2017



of unduplicated students who meet this goal of college matriculation and to close the opportunity gap that also persists for African American, Latino, underrepresented Asian student groups, and students with disabilities. Many students who are at-risk of dropping out, or who do not consider continuing their education after high school can greatly benefit from district CTE programs. According to the Association for Career and Technical Education (ACTE), "High-quality career and technical education can help more students persist in and complete high school, preparing them for the postsecondary education and training that will be critical to future economic successes". SCUSD's Linked Learning pathway approach of surrounding CTE programs with core academic courses allows for cross-curricular, integrated units of instruction. This approach brings relevant learning experiences that answer the question of "Why do I need to know this?"

Indicators	/Metrics	to	Monitor

## Enhancements to CTE programs and facilities will...

- Increase enrolment in CTE programs
- Increase graduation rates for students who take CTE courses
- Decrease dropout rates for students who take CTE courses
- Increase Work-Based Learning opportunities for students who take CTE courses
- Increase post-secondary enrollment of students who take CTE courses

#### V. Major Initiatives

The Career Technical Education Incentive Grant program provides an unprecedented opportunity to upgrade district CTE facilities, without having to use bond measure funds. To determine the use of the funds the College and Career Readiness department first worked with site administrators to determine if they qualified for CTEIG funding, and had a need for capital improvement projects that would directly benefit CTE programs on their campus. Five schools identified projects that qualified for funding. Once the projects were determined, SCUSD's Facilities department procured estimates for each project. On March 9, 2017, The SCUSD Perkins Advisory Board met to hear presentations about the capital improvement projects from the five sites and voted to recommend to Cabinet that all projects be funded. On March 23, 2017, the proposals were presented to the SCUSD Facilities Committee. The projects to be funded are as follows:

## **Health Professions High School Capital Improvement Project**

Opportunities for a job shadows or internships at health care facilities are only available to students 18 and over due to Health Insurance Portability and Accountability Act (HIPPA) laws and are therefore not plentiful. Room modifications and equipment to simulate a hospital care experience as well as the college simulation laboratories, will be beneficial to

Academic Office: Career Technical Education Incentive Grant (CTEIG)
May 4, 2017



all Health Professions High School students, especially those who do not yet meet the age requirements.

#### John F. Kennedy High School Capital Improvement Project

The Manufacturing and Design pathway at JFK is a model for similar pathways throughout the region. Over the last four years, sophisticated computer controlled manufacturing machinery has been installed in an old shop class. A limited number of students are developing highly marketable, in demand skills by mastering the design process and operation of industry standard Haas Multi-Tool CNC routers and lathes. Due to the size of these machines and the constrained amount of work space, access to these machines is limited to a few advanced students. These are large machines and there is no longer any room to expand in the current space. Removing a non-weight-bearing wall and completing other modifications will allow room for more of these industrial machines and significantly increase the number of students that have access to the machines in order to develop valuable skills.

#### **Luther Burbank High School Capital Improvement Project**

The Building Industry Technology Academy at LBHS is intended to give students experiences in multiple construction and design trades. The current workshop space was originally designed specifically for a wood working class. Students must work in spaces outside the current facility in order to practice other construction disciplines. Removing temporary walls that were erected to turn the auto shop and other vocational education workspaces into traditional classrooms, will allow the reclamation of these large spaces to be used for teaching additional trade skills prescribed in the curriculum. Part of the plan will include creating a secure, fenced-in outdoor space for larger projects, such as a construction and storage of "Tiny Houses" that will give students practical experiences in almost all of the construction trade skills, including: framing, roofing, drywall, plumbing, and electrical. Current graduates of this program continue their education at the community college level or through apprenticeships sponsored by local trade unions. Some students go on to four-year institutions to earn degrees in construction management, and architecture.

#### **Rosemont High School Capital Improvement Project**

From its inception, Rosemont's Culinary Academy has been working out of a room that was originally designed as a teacher prep room. This make-shift learning space contains a single small sink, and very limited amount of storage space. Through a partnership with the school's cafeteria manager, a limited number of culinary students are allowed to use the commercial kitchen equipment during certain times of the day. The converted classroom's cramped space results in smaller than desired class sizes, therefore providing fewer

Academic Office: Career Technical Education Incentive Grant (CTEIG)

May 4, 2017



opportunities for Rosemont students to participate in the academy. A dependence upon using the cafeteria equipment results in fewer opportunities for students to develop authentic commercial kitchen skills. A thoughtfully designed culinary classroom with its own commercial kitchen will provide a larger learning space to accommodate more students and deliver a more authentic experience with sate of the art commercial kitchen equipment.

## **School of Engineering and Sciences Capital Improvement Project**

The School of Engineering and Sciences (SES) is a 7-12 grade school. Over the last few years, the school's enrollment has swelled to capacity and space is at a premium. The engineering students from SES have a reputation for creating large projects such as electric cars, 16-foot solar powered boats, and 120lb competition robots. The original design for this school did not take into account the ambitious projects students would undertake. The site's original design has no workshop facilities, and the current make-shift work shop areas housed in traditional classrooms contain no large roll-up doors. Students must often disassemble large projects to get them in and out of these converted classrooms. The campus' science prep room has been transformed into a small workshop area to accommodate a modest collection of compact engineering equipment. These constrained work spaces for engineering classes do not allow for the installation of larger, industry standard equipment. Funds from this grant can be used to create a state-of-the-art facility incorporating an engineering laboratory, engineering classroom, and a large workshop area to accommodate the types of equipment found in the workplace and post-secondary institutions.

#### VI. Results

The CDE requires that all Local Educational Agencies (LEAs) report how the funding is impacting the enhancement and maintenance of existing CTE programs. Staff will also provide a minimum of one annual report on CTE student progress to the Board.

# **VII. Lessons Learned/Next Steps**

Staff will report on lessons learned and next steps in the annual reporting to the Board. Lessons learned will be utilized to inform revisions to the activities that CTE programs engage in to increase graduation rates and foster matriculation into an array of post-secondary institutions.

Academic Office: Career Technical Education Incentive Grant (CTEIG)
May 4, 2017



**Attachments and References:** 

CTEIG Capital Improvement Project Funding Analysis.pdf

# Career Technical Education Incentive Grant (CTEIG) Fund Allocation Analysis

(Eligibility requirements for CTEIG funds are based upon Carl D. Perkins minimum requirements)

This grant is ONE-TIME FUNDING and subject to much of the same restrictions as our Carl D. Perkins federal grant. To be eligible for Perkins, each program/pathway must have a properly credentialed CTE teacher, offer a sequence of courses totaling at least 300 hours and must have an industry advisory committee that meets at least once a year.

Perkins funding cannot be used to supplant, therefore, cannot be used to pay for teacher salaries, general classroom supplies, furniture, etc. In addition, Perkins funds cannot be used for capital improvement projects, whereas, CDE has made allowances for CTEIG funds to be used for capital improvement projects. It is an unprecedented opportunity to improve, enhance, and expand infrastructue that supports our CTE programs.

School	CTE Pathway/Program	CTEIG Eligibility	Capital Improvement Opportunities	Project/Item Description	Estimated Allocation
Health Professions	Health Professions	<b>\</b>	<b>\</b>	Room modification for patient care facility simulation (includes equipment)	\$57,200.00
JFK	МаD	<b>&gt;</b>	>	Remove walls to enlarge room for more industrial equipment	\$44,400.00
				Equipment**	\$270,000.00
Luther Burbank	Construction	<b>\</b>	<b>\</b>	Room modifications and equipment for construction design academy	\$400,000.00
Rosemont	RHS Culinary Arts	<b>&gt;</b>	>	Commercial Kitchen and teaching space	\$1,056,000.00
	•			Equipment*	\$40,000.00
School of Engineering and Sciences	Engineering	<b>&gt;</b>	>	New Engineering Building	\$3,564,000.00

	Allocations	<b>Matching Dollars</b>
CTIEG funds allocated for first funding term: (2016 and 2017 -18 mo 1:1 Matching Period)	\$2,824,853.00	\$2,824,853.00
Allocated for second term( 2018 - 1.5:1 Match):	\$2,100,308.00	\$2,100,308.00 \$3,150,462.00
Expected for third term - (depending on enrollment and match 2019 - 2:1 Match):	\$1,100,000.00	\$2,200,000.00
funded through Perkins Anticipated Total:	\$6,025,161.00	

\$16,643.00 \$5,448,243.00

**Estimated Indirect Cost** 

\* Traditionally funded through Perkins

\$576,918.00 **Excess Funds:** 

<sup>\*\*</sup> Approprietly budgeted through CTEIG, however; could be funded through Perkins over multiple years.



# SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 12.1

Meeting Date: May 4, 2017
Subject: Business and Financial Information
<ul> <li>☐ Information Item Only</li> <li>☐ Approval on Consent Agenda</li> <li>☐ Conference (for discussion only)</li> <li>☐ Conference/First Reading (Action Anticipated:)</li> <li>☐ Conference/Action</li> <li>☐ Action</li> <li>☐ Public Hearing</li> </ul>
<u>Division</u> : Business Services
Recommendation: Receive business and financial information.
<ul> <li>Background/Rationale:</li> <li>Enrollment and Attendance Report for Month 7 Ending March 24, 2017</li> </ul>
Financial Considerations: Reflects standard business information.
LCAP Goal(s): Family and Community Empowerment; Operational Excellence
<u>Documents Attached:</u> 1. Enrollment and Attendance Report for Month 7 Ending March 24, 2017

Estimated Time: N/A

Submitted by: Gerardo Castillo, CPA, Chief Business Officer

Approved by: José L. Banda, Superintendent

Refuer	ELEMENTARY TRADITIONAL	REGULAR ENROLLMENT		Special	TOTAL MONTH	PERCENTAGE	AVERAGE CUMULATIVE ACTUAL			
Right   Grades 1-3   Grades 4-6   EMOLLMENT   MONTH   Actual   A										
And Winn Elementary K. 8 Waldorf Agriculture 1							_			
Advantage 2016-2017  Alto Birney Waldorf Agrant Francisco 2016-2017  Alto Birney Waldorf Agrant Francisco 2016-2017  Alto Birney Waldorf Inspired K8 80 175 179 0 444 95.08% 312.03 94.41%  Alice Birney Waldorf Inspired K8 80 175 179 0 444 95.08% 414.02 94.97%  Alice Birney Waldorf Inspired K8 80 175 179 0 444 95.08% 414.02 94.97%  Caleb Greenwood 72 238 183 5 488 95.42% 473.33 95.91%  Caleb Greenwood 72 238 183 5 488 95.42% 473.33 95.91%  Capital City School 4 22 37 0 63 95.94% 43.55 95.91%  Capital City School 4 22 37 0 63 95.94% 43.55 96.68%  Capital City School 4 22 37 0 63 95.94% 43.55 96.68%  Capital City School 4 22 37 0 63 95.94% 43.55 96.68%  Capital City School 9 3 30 3 15 331 95.95% 288.47 94.00%  Capital City School 9 3 30 3 15 331 95.27% 378.10 95.13%  Crear Chavez ES 0 0 376 15 391 95.27% 378.10 95.13%  Crear Chavez ES 0 0 376 15 391 95.27% 378.10 95.13%  Crear Chavez ES 0 0 376 15 391 95.27% 378.10 95.13%  Crear Chavez ES 0 0 3 36 54 94.21% 526.26 94.40%  Early Warren Elementary 90 214 230 30 564 94.21% 526.26 94.40%  Edward Kemble Elementary 165 380 0 8 55.3 93.96% 571.11 94.31%  Edward Kemble Elementary 192 325 352 0 769 93.32% 563.51 93.95%  Elbel Baker Elementary 193 235 352 0 769 93.32% 563.51 93.50%  Elbel Baker Elementary 194 237 220 211 14 49 93.38%  Father Keith B Kenny K8 School 70 164 135 0 369 93.87% 340.22 99.33%  Colosine Empire Elementary 72 237 260 16 585 96.44%  Elementary 46 137 121 44 3 349 94.88% 331.11 95.00%  Father Keith B Kenny K8 School 70 164 135 0 369 93.87% 340.22 99.33%  Colosine Empire Elementary 93 161 13 371 94.88%  Father Keith B Kenny K8 School 70 164 135 0 369 93.87% 340.22 99.33%  Colosine Empire Elementary 94 24 55 10 389 93.88%  Father Keith B Kenny K8 School 70 164 135 0 369 93.87% 340.22 99.33%  Father Keith B Kenny K8 School 70 164 135 0 369 93.87% 340.22 99.33%  Father Keith B Kenny K8 School 70 164 135 0 369 93.87% 340.22 99.33%  Father Keith B Kenny K8 School 70 164 135 0 369 93.87% 340.22 99.35%  Father Keith B Kenny K8 School 70 164 135 0 369 93.87% 340		Kdgn	Grades 1-3	Grades 4-6	·		2016-2017	Cum Attd	PERCENTAGE	
AM Winn Elementary & Waldorf APT 137 147 20 351 95.08% 332.03 94.43% Alrice Binney Waldorf-Inspired X8 80 175 179 0 434 96.08% 414.02 94.97% Alice Binney Waldorf-Inspired X8 80 175 179 0 434 96.08% 414.02 94.97% Event Hart Elementary 24 102 129 38 292 93.51% 429.09.6 93.82% Calleb Greenwood 72 238 133 5 498 95.42% 473.39 95.91% Calleb Greenwood 74 22 37 0 63 96.44% 42.62 95.95% Capital City School 4 22 37 0 63 96.44% 43.55 96.68% Carsar Chawez ES 0 0 376 15 391 95.27% 378.10 95.13% Casar Chawez ES 0 0 376 15 391 95.27% 378.10 95.13% Casar Chawez ES 0 0 376 15 391 95.27% 378.10 95.13% Casar Chawez ES 0 0 664 96.62% 460.10 95.66% David Lubin Elementary 90 214 230 36 564 94.18 556.36 94.40% Earl Warren Elementary 165 380 0 8 553 93.66% 557.11 94.31% Edward Kemble Elementary 156 380 0 8 553 93.66% 557.11 94.31% Edward Kemble Elementary 157 294 333 Edward Kemble Elementary 158 294 333 0 759 95.91% 663.51 93.66% Edward Kemble Elementary 158 294 333 0 759 95.91% 676.35 1 93.66% Edward Kemble Elementary 159 294 333 1 0 759 95.91% Ethel Baker Elementary 150 294 333 0 759 95.91% Ethel Baker Elementary 172 297 260 16 585 93.66% 557.11 94.31% Ethel Right Elementary 174 297 260 16 585 93.66% 555.01 93.81% Ethel Right Elementary 175 294 333 1 0 95.95% Ethel Baker Elementary 176 202 211 14 499 96.91% Ethel Right Elementary 177 202 211 14 499 96.91% Ethel Right Elementary 178 297 260 16 585 96.44% Ethel Right Elementary 179 297 260 16 585 96.44% Ethel Right Elementary 179 297 260 16 585 96.44% Ethel Right Elementary 179 297 260 16 585 96.44% Ethel Right Elementary 189 161 151 13 371 94.58% Ethel Right Elementary 190 59.55% Eth		_					Actual	Days /127	2016-2017	
Abraham Lincohn Elementary Alre Binnew Matori-Inspired R8 80 175 179 0 348 93.45% 95.21% 179 0 434 96.08% 434.02 99.33.15% 299 33.15% 299.06 33.82% Camellis Basic Elementary 70 187 188 131 459 97.68% 448.26 97.75% Camellis Basic Elementary 70 187 189 131 459 97.68% 448.26 97.75% Camellis Basic Elementary 70 187 189 131 459 97.68% 448.26 97.75% Caroline Wenrel Elementary 70 103 115 153 130 194.59% 299.37 190.05% Caroline Wenrel Elementary 80 103 115 153 130 194.59% 299.37 190.05% Caroline Wenrel Elementary 90 131 15 153 130 195.77% 195.77 195.							Attendance	2016-2017		
Alice Binney Waldorf-Inspired x8	A M Winn Elementary K-8 Waldorf	47	137	147	20	351	95.08%	332.03	94.41%	
Bret Harte Elementary 24 102 129 38 299 33.1% 259.06 93.82% Camella Basic Elementary 70 187 129 13 459 97.50% Camella Basic Elementary 70 187 129 13 459 97.50% Caroline Wenzel Elementary 30 103 115 53 310 94.59% Caroline Wenzel Elementary 31 103 115 53 310 94.59% Caroline Wenzel Elementary 32 103 115 53 310 94.59% Caroline Wenzel Elementary 34 278 292 0 664 664 94.21% Caccler/Riverside Elementary 39 278 292 0 664 94.21% Caccler/Riverside Elementary 39 278 292 0 664 94.22% Caroline Member Elementary 40 128 292 0 664 94.22% Caroline Member Elementary 40 128 292 0 664 94.22% Caroline Member Elementary 41 180 213 15 456 96.41% Caroline Member Elementary 42 180 0 8 553 93.50% Caroline Member Elementary 43 180 0 8 553 93.50% Caroline Member Elementary 44 180 213 15 456 96.41% Caroline Member Elementary 45 150 0 8 553 93.50% Caroline Member Elementary 46 127 225 25 536 93.81% Caroline Member Elementary 47 202 211 14 499 96.51% Caroline Elementary 48 180 0 70 164 135 0 366 93.31% Caroline Elementary 49 211 14 499 96.51% Caroline Elementary 40 137 114 499 96.51% Caroline Elementary 40 137 121 14 499 96.51% Caroline Elementary 40 137 121 14 499 96.51% Caroline Elementary 41 13 13 371 14 499 96.51% Caroline Elementary 42 237 260 16 585 96.44% Caroline Elementary 43 137 121 14 499 96.51% Caroline Elementary 44 137 139 155 150 19 98 100.00% Caroline Elementary 45 161 195 24 475 94.13% Caroline Elementary 46 137 121 45 94.94 94.88% 331.13 95.06% Hubert H. Bancroft Elementary 47 139 155 150 19 98 100.00% Caroline Elementary 47 139 155 150 19 99 100.00% Caroline Elementary 47 139 155 150 19 99 100.00% Caroline Elementary 47 139 155 150 19 99 100.00% Caroline Elementary 47 139 155 150 19 99 100.00% Caroline Elementary 47 139 155 150 19 99 100.00% Caroline Elementary 48 147 139 155 150 19 99 100.00% Caroline Elementary 49 148 148 149 149 149 149 149 149 149 149 149 149	Abraham Lincoln Elementary	72	211	198	7	488	93.45%	451.22	93.80%	
Caleb Greenwood	Alice Birney Waldorf-Inspired K8	80	175	179	0	434	96.08%	414.02	94.97%	
Camelia Basic Elementary 70 187 189 13 459 97.36% 448.26 97.57% 56.58% Caroline Wenzel Elementary 39 103 115 53 310 94.59% 289.47 99.00% Cesar Chavez ES 0 0 376 15 391 95.27% 373.61.0 95.13% Cesar Chavez ES 0 0 376 15 391 95.27% 373.61.0 95.13% 275.20% 276.01% 2	Bret Harte Elementary	24	102	129	38	293	93.51%	269.06	93.82%	
Capital City School         4         2.2         37         0         63         96,94%         4.35.5         96,68%           Craorline Waned Ellementary         39         103         115         53         310         94,59%         289,47         94,00%           Cosar Chavez ES         0         0         376         15         391         95,27%         378,10         95,13%           Coxoker/Riverside Elementary         9         214         230         30         564         94,21%         526,26         94,00%           Earl Warren Elementary         165         380         0         8         553         93,96%         446,22         96,33%           Elder Creek Lementary         115         294         333         0         722         93,22%         730,59         95,91%         730,59         95,82%           Ethel Phillips Elementary         115         294         333         0         722         93,22%         665,51         93,81%         500,29         93,35%           Ethel Phillips Elementary         10         164         135         0         369         93,81%         500,29         93,40%         39,34%         43,23%         44,24         19,43% </td <td>Caleb Greenwood</td> <td>72</td> <td>238</td> <td>183</td> <td>5</td> <td>498</td> <td>95.42%</td> <td>473.39</td> <td>95.91%</td>	Caleb Greenwood	72	238	183	5	498	95.42%	473.39	95.91%	
Caroline Wenzel Elementary   39	Camellia Basic Elementary	70	187	189	13	459	97.36%	448.26	97.57%	
Cesar Chavez, ES	Capital City School	4	22	37	0	63	96.94%	43.55	96.68%	
Cocker/Riverside Elementary	Caroline Wenzel Elementary	39	103	115	53	310	94.59%	289.47	94.06%	
David Lubin Elementary 90 214 220 30 564 94.21% 526.26 94.40% Edward Kemble Elementary 48 180 213 15 456 96.41% 446.22 96.33% Edward Kemble Elementary 165 380 0 8 553 93.96% 577.11 94.31% 1616 Creek Elementary 176.59 325 352 0 769 95.91% 7736.59 58.25% Ethel Flaher Elementary 115 294 313 0 722 93.23% 663.51 93.56% Ethel Flaher Elementary 66 217 225 25 536 93.81% 500.29 94.30% Geneview Diddion Elementary 72 202 211 14 499 96.91% 481.28 97.07% Geneview Diddion Elementary 72 202 211 14 499 96.91% 481.28 97.07% Geneview Diddion Elementary 72 202 211 14 499 96.91% 481.28 97.07% Hollywood Park Elementary 72 203 16 585 96.44% 555.99 96.63% HW Harkness Elementary 74 2 317 260 16 585 96.44% 555.99 96.63% HW Harkness Elementary 75 161 195 24 37.00% 39 93.87% 330.12 93.34% HW Harkness Elementary 75 161 195 24 475 94.15% 451.49 94.55% 353.10 95.39% Home/Hospital 9 24 55 10 38 100.00% 26.04 100.00%	Cesar Chavez ES	0	0	376	15	391	95.27%	378.10	95.13%	
Earl Warren Elementary	Crocker/Riverside Elementary	94	278	292	0	664	96.92%	641.01	96.69%	
Edward Kemble Elementary	David Lubin Elementary	90	214	230	30	564	94.21%	526.26	94.40%	
Elder Creek Elementary 92   325   352   0   769   95.91%   736.59   95.82%   Ethel I Baker Elementary 115   294   313   0   722   93.32%   663.51   93.56%   Father Keith B Kenny K-8 School 70   164   135   0   369   93.83%   500.29   94.30%   Father Keith B Kenny K-8 School 70   164   135   0   369   93.83%   300.23   93.43%   Genevieve Didino Elementary 72   202   211   14   499   95.93%   481.28   97.07%   Golden Empire Elementary 72   237   260   16   585   96.44%   565.95   96.63%   H W Harkness Elementary 46   137   121   45   349   94.88%   331.13   95.08%   Home/Hospital 9   24   55   10   98   100.00%   26.04   100.00%   Hubert H. Bancroft Elementary 95   161   195   24   475   941.3%   435.149   94.51%   Isador Cohen Elementary 34   104   105   7   250   94.73%   237.72   94.17%   James W Marshall Elementary 45   142   159   11   357   94.61%   336.55   556.61%   John Bidwell Elementary 47   139   155   52   393   92.95%   358.08   93.81%   John Did Schell Elementary 45   84   87   21   237   94.61%   336.55   556.61%   John Aborse Therapeutic Center 0 0 0 0   35   35   89.26%   32.76   91.91%   John Mirk Twain Elementary 47   115   143   31   336   97.43%   262.03   93.17%   Leonardo da Vinici K 8 School 119   279   281   39   718   94.89%   331.60   94.93%   Martin Luther King Jr Elementary 46   117   138   17   318   94.87%   300.21   94.93%   Martin Luther King Jr Elementary 46   117   138   17   318   94.87%   300.21   94.93%   Martin Luther King Jr Elementary 46   117   138   17   318   94.87%   300.21   94.93%   Martin Luther King Jr Elementary 46   117   138   17   318   94.87%   300.21   94.93%   Martin Luther King Jr Elementary 46   117   138   17   318   94.87%   300.21   94.93%   Martin Luther King Jr Elementary 46   117   138   17   318   94.87%   300.21   94.93%   Martin Luther King Jr Elementary 46   117   138   17   318   94.87%   300.21   94.93%   Martin Luther King Jr Elementary 46   117   138   17   318   94.87%   300.21   94.93%   Martin Luther King Jr Elementary 46   117   138	Earl Warren Elementary	48	180	213	15	456	96.41%	446.22	96.33%	
Ethel Baker Elementary 69 217 225 25 536 93.82% 663.51 93.52% Ethel Phillips Elementary 69 217 225 25 536 93.81% 500.29 94.30% Father Keith B Kenny K-8 School 70 164 135 0 369 93.87% 340.23 93.44% Genevieve Didion Elementary 72 202 211 14 499 96.91% 481.28 97.07% 481.	Edward Kemble Elementary	165	380	0	8	553	93.96%		94.31%	
Ethel Phillips Elementary 69 217 225 25 336 93.81% 500.29 49.30% Genevieve Didon Elementary 72 202 211 14 499 96.91% 340.23 93.44% 660 97.07% Golden Empire Elementary 72 237 260 16 585 96.44% 565.95 96.63% Hollywood Park Elementary 46 1151 13 371 94.52% 353.10 55.39% Hollywood Park Elementary 46 117 121 45 349 94.88% 331.13 95.03% Home/Hospital 99 24 55 10 98 100.00% 26.04 100.00% 140.00% 150.00% 150.00% 26.04 100.00% 150.00%	Elder Creek Elementary	92	325	352	0	769	95.91%		95.82%	
Father Keith B Kenny k 9 School   70	Ethel I Baker Elementary	115	294	313	0	722	93.32%	663.51	93.56%	
Genevieve Didion Elementary	Ethel Phillips Elementary	69	217	225	25	536	93.81%		94.30%	
Golden Empire Elementary	•									
H W Harkness Elementary Hollywood Park Elementary Hollywood Park Elementary Hollywood Park Elementary Hollywood Park Elementary Home/Hospital 9	•									
Hollywood Park Elementary										
Home/Hospital	· ·									
Hubert H. Bancroft Elementary   34   104   105   7   250   94.15%   237.72   94.15%   345.149   94.51%   346.70   347.72   94.17%   347.72   94.17%   347.72   94.17%   347.72   94.17%   347.72   94.17%   347.72   347.74   347.										
Isador Cohen Elementary   34   104   105   7   250   94.73%   237.72   94.17%   James W Marshall Elementary   53   162   188   24   427   95.03%   403.33   95.74%   John Bidwell Elementary   45   142   159   11   357   94.61%   336.95   95.61%   John Cabrillo Elementary   47   139   155   52   393   92.95%   358.08   93.81%   John D Sioat Elementary   45   84   87   21   237   93.64%   228.05   93.51%   John D Sioat Elementary   45   84   87   21   237   93.64%   228.05   93.51%   John H. Still IR-8   102   282   257   15   666   92.71%   625.95   93.59%   John Morse Therapeutic Center   0   0   0   35   35   89.26%   32.76   91.91%   Leatasta Floyd Elementary   55   150   119   19   343   92.53%   322.03   93.17%   Leanardo do Vinci K - 8 School   119   279   281   39   718   97.43%   696.01   96.95%   Mark Twain Elementary   47   115   143   31   336   94.09%   316.07   94.52%   Matsuyama Elementary   33   138   154   33   358   94.20%   339.66   94.25%   Matsuyama Elementary   46   117   138   17   318   94.87%   302.21   94.92%   04.67%   04.67%   05.67%   66.70.99   94.67%   05.67%   05.67%   05.67%   05.25%   94.10%   05.67%   05.25%   94.10%   05.67%   05.25%   94.10%   05.25%   05.25%   05.25%   05.20%   05.34%   05.25%   05.20%   05.34%   05.25%   05.25%   05.20%   05.34%   05.25%   05.20%   05.34%   05.25%   05.25%   05.20%   05.34%   05.25%   05.25%   05.20%   05.34%   05.25%   05.25%   05.20%   05.34%   05.25%   05.25%   05.20%   05.34%   05.25%   05.25%   05.20%   05.34%   05.25%   05.25%   05.25%   05.20%   05.34%   05.25%   05	' '	_								
James W Marshall Elementary	•									
John Bidwell Elementary	•									
John Cabrillo Elementary	<u>'</u>									
John D Sloat Elementary	1									
John H. Still K-8	•									
John Morse Therapeutic Center	1									
Leataata Floyd Elementary         55         150         119         19         343         92.53%         322.03         93.17%           Leonardo da Vinci K - 8 School         119         279         281         39         718         97.43%         696.01         96.95%           Mark Twain Elementary         47         115         143         31         336         94.09%         316.07         94.55%           Martin Luther King Iz Flementary         33         138         154         33         358         94.20%         339.66         94.25%           Matsuyama Elementary         72         276         265         10         623         96.17%         607.54         96.37%           Nicholas Elementary         94         263         278         25         660         94.77%         627.09         94.67%           OW Erlewine Elementary         46         117         138         17         318         94.87%         302.21         94.92%           Oak Ridge Elementary         88         257         241         3         589         93.96%         552.98         94.10%           Pacific Elementary         130         306         289         0         725 <td< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></td<>										
Leonardo da Vinci K - 8 School   119   279   281   39   718   97.43%   696.01   96.95%   Mark Twain Elementary   47   115   143   31   336   94.09%   316.07   94.52%   Martin Luther King Ir Elementary   33   138   154   33   358   94.20%   339.66   94.25%   Matsuyama Elementary   72   276   265   10   623   96.17%   607.54   96.37%   Nicholas Elementary   94   263   278   25   660   94.77%   627.09   94.67%   0 W Erlewine Elementary   46   117   138   17   318   94.87%   302.21   94.92%   0 W Erlewine Elementary   130   306   289   0   725   95.34%   676.94   94.73%   94	•	_								
Mark Twain Elementary         47         115         143         31         336         94.09%         316.07         94.52%           Martin Luther King Jr Elementary         33         138         154         33         358         94.20%         339.66         94.25%           Matsuyama Elementary         72         276         265         10         623         96.17%         607.54         96.37%           Nicholas Elementary         94         263         278         25         660         94.77%         627.09         94.67%           O W Erlewine Elementary         46         117         138         17         318         94.87%         302.21         94.92%           Oak Ridge Elementary         88         257         241         3         589         93.96%         552.98         94.10%           Pacific Elementary         130         306         289         0         725         95.34%         676.94         94.73%           Parkway Elementary School         88         232         229         36         585         92.92%         550.20         93.48%           Peter Burnett Elementary         73         228         256         26         583         95.51										
Martin Luther King Jr Elementary         33         138         154         33         358         94.20%         339.66         94.25%           Matsuyama Elementary         72         276         265         10         623         96.17%         607.54         96.37%           Nicholas Elementary         94         263         278         25         660         94.77%         627.09         94.67%           OW Erlewine Elementary         46         117         138         17         318         94.87%         302.21         94.92%           Oak Ridge Elementary         88         257         241         3         589         93.96%         552.98         94.10%           Pacific Elementary         130         306         289         0         725         95.34%         676.94         94.73%           Parkway Elementary School         88         232         229         36         585         92.92%         550.20         93.48%           Peter Burnett Elementary         73         228         256         26         583         95.51%         553.30         95.22%           Phoebe A Hearst Elementary         96         286         279         0         661         96										
Matsuyama Elementary         72         276         265         10         623         96.17%         607.54         96.37%           Nicholas Elementary         94         263         278         25         660         94.77%         627.09         94.67%           O W Erlewine Elementary         46         117         138         17         318         94.87%         302.21         94.92%           Oak Ridge Elementary         88         257         241         3         589         93.96%         552.98         94.10%           Pacific Elementary         130         306         289         0         725         95.34%         676.94         94.73%           Parkway Elementary School         88         232         229         36         585         92.92%         550.20         93.48%           Peter Burnett Elementary         73         228         256         26         583         95.51%         553.30         95.22%           Phoebe A Hearst Elementary         96         286         279         0         661         96.36%         641.53         96.80%           Pony Express Elementary         39         164         194         7         404         95.52%	•									
Nicholas Elementary 94 263 278 25 660 94.77% 627.09 94.67% O W Erlewine Elementary 46 117 138 17 318 94.87% 302.21 94.92% Oak Ridge Elementary 88 257 241 3 589 93.96% 552.98 94.10% Pacific Elementary 130 306 289 0 725 95.34% 676.94 94.73% Parkway Elementary 73 228 256 26 583 95.51% 553.30 95.22% Peter Burnett Elementary 96 286 279 0 661 96.36% 641.53 96.80% Pony Express Elementary 39 164 194 7 404 95.52% 334.99 95.73% Rosa Parks K-8 School 47 139 160 14 360 93.39% 344.13 94.36% Sequoia Elementary 60 179 225 12 476 95.46% 453.11 95.80% Success Academy K-8 0 0 19 4 23 88.91% 12.37 89.36% Susan B Anthony Elementary 48 147 127 1 323 96.97% 307.06 96.78% Sutterville Elementary 60 132 125 41 358 93.80% 325.00 93.17% Washington Elementary 95 213 225 20 553 95.97% 533.79 96.01% Washington Elementary 58 198 153 0 409 96.94% 394.21 96.83% Woodbine Elementary 24 107 136 26 293 94.86% 276.61 94.94%	_									
O W Erlewine Elementary         46         117         138         17         318         94.87%         302.21         94.92%           Oak Ridge Elementary         88         257         241         3         589         93.96%         552.98         94.10%           Pacific Elementary         130         306         289         0         725         95.34%         676.94         94.73%           Parkway Elementary School         88         232         229         36         585         92.92%         550.20         93.48%           Peter Burnett Elementary         73         228         256         26         583         95.51%         553.30         95.22%           Phoebe A Hearst Elementary         96         286         279         0         661         96.36%         641.53         96.80%           Pony Express Elementary         39         164         194         7         404         95.52%         384.99         95.73%           Rosa Parks K-8 School         47         139         160         14         360         93.39%         344.13         94.36%           Sequoia Elementary         60         179         225         12         476         95.46%	1									
Oak Ridge Elementary         88         257         241         3         589         93.96%         552.98         94.10%           Pacific Elementary         130         306         289         0         725         95.34%         676.94         94.73%           Parkway Elementary School         88         232         229         36         585         92.92%         550.20         93.48%           Peter Burnett Elementary         73         228         256         26         583         95.51%         553.30         95.22%           Phoebe A Hearst Elementary         96         286         279         0         661         96.36%         641.53         96.80%           Pony Express Elementary         39         164         194         7         404         95.52%         384.99         95.73%           Rosa Parks K-8 School         47         139         160         14         360         93.39%         344.13         94.36%           Sequoia Elementary         60         179         225         12         476         95.46%         453.11         95.80%           Success Academy K-8         0         0         19         4         23         88.91%         <	•									
Pacific Elementary         130         306         289         0         725         95.34%         676.94         94.73%           Parkway Elementary School         88         232         229         36         585         92.92%         550.20         93.48%           Peter Burnett Elementary         73         228         256         26         583         95.51%         553.30         95.22%           Phoebe A Hearst Elementary         96         286         279         0         661         96.36%         641.53         96.80%           Pony Express Elementary         39         164         194         7         404         95.52%         384.99         95.73%           Rosa Parks K-8 School         47         139         160         14         360         93.39%         344.13         94.36%           Sequoia Elementary         60         179         225         12         476         95.46%         453.11         95.80%           Success Academy K-8         0         0         19         4         23         88.91%         12.37         89.36%           Susan B Anthony Elementary         48         147         127         1         323         96.97%	•									
Parkway Elementary School         88         232         229         36         585         92.92%         550.20         93.48%           Peter Burnett Elementary         73         228         256         26         583         95.51%         553.30         95.22%           Phoebe A Hearst Elementary         96         286         279         0         661         96.36%         641.53         96.80%           Pony Express Elementary         39         164         194         7         404         95.52%         384.99         95.73%           Rosa Parks K-8 School         47         139         160         14         360         93.39%         344.13         94.36%           Sequoia Elementary         60         179         225         12         476         95.46%         453.11         95.80%           Success Academy K-8         0         0         19         4         23         88.91%         12.37         89.36%           Susan B Anthony Elementary         48         147         127         1         323         96.97%         307.06         96.78%           Sutterville Elementary         54         196         270         7         527         96.40%	_									
Peter Burnett Elementary         73         228         256         26         583         95.51%         553.30         95.22%           Phoebe A Hearst Elementary         96         286         279         0         661         96.36%         641.53         96.80%           Pony Express Elementary         39         164         194         7         404         95.52%         384.99         95.73%           Rosa Parks K-8 School         47         139         160         14         360         93.39%         344.13         94.36%           Sequoia Elementary         60         179         225         12         476         95.46%         453.11         95.80%           Success Academy K-8         0         0         19         4         23         88.91%         12.37         89.36%           Susan B Anthony Elementary         48         147         127         1         323         96.97%         307.06         96.78%           Sutterville Elementary         54         196         270         7         527         96.40%         507.69         96.44%           Tahoe Elementary         60         132         125         41         358         93.80% <t< td=""><td>*</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></t<>	*									
Phoebe A Hearst Elementary         96         286         279         0         661         96.36%         641.53         96.80%           Pony Express Elementary         39         164         194         7         404         95.52%         384.99         95.73%           Rosa Parks K-8 School         47         139         160         14         360         93.39%         344.13         94.36%           Sequoia Elementary         60         179         225         12         476         95.46%         453.11         95.80%           Success Academy K-8         0         0         19         4         23         88.91%         12.37         89.36%           Susan B Anthony Elementary         48         147         127         1         323         96.97%         307.06         96.78%           Sutterville Elementary         54         196         270         7         527         96.40%         507.69         96.44%           Tahoe Elementary         60         132         125         41         358         93.80%         325.00         93.17%           Theodore Judah Elementary         95         213         225         20         553         95.97%         <										
Pony Express Elementary         39         164         194         7         404         95.52%         384.99         95.73%           Rosa Parks K-8 School         47         139         160         14         360         93.39%         344.13         94.36%           Sequoia Elementary         60         179         225         12         476         95.46%         453.11         95.80%           Success Academy K-8         0         0         19         4         23         88.91%         12.37         89.36%           Susan B Anthony Elementary         48         147         127         1         323         96.97%         307.06         96.78%           Sutterville Elementary         54         196         270         7         527         96.40%         507.69         96.44%           Tahoe Elementary         60         132         125         41         358         93.80%         325.00         93.17%           Theodore Judah Elementary         95         213         225         20         553         95.97%         533.79         96.01%           Washington Elementary         69         68         51         0         188         94.36%         175.	•									
Rosa Parks K-8 School         47         139         160         14         360         93.39%         344.13         94.36%           Sequoia Elementary         60         179         225         12         476         95.46%         453.11         95.80%           Success Academy K-8         0         0         19         4         23         88.91%         12.37         89.36%           Susan B Anthony Elementary         48         147         127         1         323         96.97%         307.06         96.78%           Sutterville Elementary         54         196         270         7         527         96.40%         507.69         96.44%           Tahoe Elementary         60         132         125         41         358         93.80%         325.00         93.17%           Theodore Judah Elementary         95         213         225         20         553         95.97%         533.79         96.01%           Washington Elementary         69         68         51         0         188         94.36%         175.76         94.17%           William Land Elementary         58         198         153         0         409         96.94%         394.	· · · · · · · · · · · · · · · · · · ·									
Sequoia Elementary         60         179         225         12         476         95.46%         453.11         95.80%           Success Academy K-8         0         0         19         4         23         88.91%         12.37         89.36%           Susan B Anthony Elementary         48         147         127         1         323         96.97%         307.06         96.78%           Sutterville Elementary         54         196         270         7         527         96.40%         507.69         96.44%           Tahoe Elementary         60         132         125         41         358         93.80%         325.00         93.17%           Theodore Judah Elementary         95         213         225         20         553         95.97%         533.79         96.01%           Washington Elementary         69         68         51         0         188         94.36%         175.76         94.17%           William Land Elementary         58         198         153         0         409         96.94%         394.21         96.83%           Woodbine Elementary         24         107         136         26         293         94.86%         276.61	1									
Success Academy K-8         0         0         19         4         23         88.91%         12.37         89.36%           Susan B Anthony Elementary         48         147         127         1         323         96.97%         307.06         96.78%           Sutterville Elementary         54         196         270         7         527         96.40%         507.69         96.44%           Tahoe Elementary         60         132         125         41         358         93.80%         325.00         93.17%           Theodore Judah Elementary         95         213         225         20         553         95.97%         533.79         96.01%           Washington Elementary         69         68         51         0         188         94.36%         175.76         94.17%           William Land Elementary         58         198         153         0         409         96.94%         394.21         96.83%           Woodbine Elementary         24         107         136         26         293         94.86%         276.61         94.94%										
Susan B Anthony Elementary     48     147     127     1     323     96.97%     307.06     96.78%       Sutterville Elementary     54     196     270     7     527     96.40%     507.69     96.44%       Tahoe Elementary     60     132     125     41     358     93.80%     325.00     93.17%       Theodore Judah Elementary     95     213     225     20     553     95.97%     533.79     96.01%       Washington Elementary     69     68     51     0     188     94.36%     175.76     94.17%       William Land Elementary     58     198     153     0     409     96.94%     394.21     96.83%       Woodbine Elementary     24     107     136     26     293     94.86%     276.61     94.94%	1 .									
Sutterville Elementary         54         196         270         7         527         96.40%         507.69         96.44%           Tahoe Elementary         60         132         125         41         358         93.80%         325.00         93.17%           Theodore Judah Elementary         95         213         225         20         553         95.97%         533.79         96.01%           Washington Elementary         69         68         51         0         188         94.36%         175.76         94.17%           William Land Elementary         58         198         153         0         409         96.94%         394.21         96.83%           Woodbine Elementary         24         107         136         26         293         94.86%         276.61         94.94%	•	_								
Tahoe Elementary         60         132         125         41         358         93.80%         325.00         93.17%           Theodore Judah Elementary         95         213         225         20         553         95.97%         533.79         96.01%           Washington Elementary         69         68         51         0         188         94.36%         175.76         94.17%           William Land Elementary         58         198         153         0         409         96.94%         394.21         96.83%           Woodbine Elementary         24         107         136         26         293         94.86%         276.61         94.94%	-									
Theodore Judah Elementary         95         213         225         20         553         95.97%         533.79         96.01%           Washington Elementary         69         68         51         0         188         94.36%         175.76         94.17%           William Land Elementary         58         198         153         0         409         96.94%         394.21         96.83%           Woodbine Elementary         24         107         136         26         293         94.86%         276.61         94.94%	·									
Washington Elementary         69         68         51         0         188         94.36%         175.76         94.17%           William Land Elementary         58         198         153         0         409         96.94%         394.21         96.83%           Woodbine Elementary         24         107         136         26         293         94.86%         276.61         94.94%	,									
William Land Elementary         58         198         153         0         409         96.94%         394.21         96.83%           Woodbine Elementary         24         107         136         26         293         94.86%         276.61         94.94%										
Woodbine Elementary         24         107         136         26         293         94.86%         276.61         94.94%	_									
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MIDDLE SCHOOLS REGULAR ENROLLMENT						PERCENTAGE	AVERAGE CUMULATIVE	
			Consider	TOTAL MACNITU	FOR THE	ACTUAL ATTENDANCE		
				Special	TOTAL MONTH-	MONTH		
	Grade 7	Grade 8	<b>Total Grades</b>	Education	END	2016-2017	Cum Attd	PERCENTAGE
			7-8	Grades 7-8	ENROLLMENT	Actual	Days/127	2016-2017
						Attendance	2016-2017	
A M Winn Elementary K-8 Waldorf	21	13	34	0	34	95.06%	34.17	94.51%
Albert Einstein MS	322	329	651	45	696	95.48%	678.80	95.68%
Alice Birney Waldorf-Inspired K8	56	57	113	0	113	95.30%	108.38	95.56%
C K McClatchy HS	0	1	1	0	1	100.00%	0.98	98.43%
California MS	439	436	875	14	889	94.68%	853.78	95.15%
Capital City School	14	33	47	0	47	95.01%	34.41	93.92%
Father Keith B Kenny K-8 School	20	14	34	0	34	94.64%	35.46	95.73%
Fern Bacon MS	370	369	739	21	760	95.34%	722.87	95.48%
Genevieve Didion Elementary	60	50	110	0	110	96.82%	107.67	97.31%
Home/Hospital	7	13	20	2	22	100.00%	6.29	100.00%
John H. Still K-8	138	120	258	21	279	96.29%	273.89	96.96%
John Morse Therapeutic Center	0	0	0	16	16	91.88%	15.53	92.37%
Kit Carson MS	160	150	310	24	334	91.48%	314.67	93.05%
Leonardo da Vinci K - 8 School	62	61	123	16	139	96.09%	133.50	96.85%
Martin Luther King Jr Elementary	45	38	83	0	83	95.45%	80.90	95.80%
Rosa Parks K-8 School	217	189	406	43	449	94.41%	424.66	95.04%
Sam Brannan MS	203	234	437	48	485	94.45%	462.78	94.85%
School of Engineering and Science	124	113	237	0	237	94.43%	230.24	96.52%
Success Academy K-8	10	13	23	0	23	82.13%	9.52	84.02%
Sutter MS	564	569	1133	36	1169	96.58%	1136.63	97.00%
Will C Wood MS	323	306	629	20	649	95.50%	619.06	95.67%
TOTAL MIDDLE SCHOOLS	3,155	3,108	6,263	306	6,569	95.17%	6,284.18	95.68%

HIGH SCHOOLS	REGULAR ENROLLMENT				Total Grade	Special	TOTAL MONTH-	PERCENTAGE	AVERAGE C	UMULATIVE	
					9-12	Education	END	FOR THE	ACTUAL AT	TENDANCE	
							Grades 9-12	ENROLLMENT	MONTH		
	Continuation	Grade 9	Grade 10	Grade 11	Grade 12				2016-2017	Cum Attd	PERCENTAGE
									Actual	Days/127	2016-2017
									Attendance	2016-2017	
American Legion HS	268	0	0	0	0	268	0	268	80.63%	218.024	82.49%
Arthur A. Benjamin Health Prof	0	59	50	35	35	179	15	194	91.48%	188.409	92.89%
C K McClatchy HS	0	582	526	510	493	2111	85	2196	93.82%	2080.41	95.29%
Capital City School	0	31	55	91	103	280	0	280	89.72%	244.087	88.53%
Hiram W Johnson HS	0	384	326	329	305	1344	157	1501	92.58%	1351.24	92.78%
Home/Hospital	0	16	13	21	5	55	12	67	100.00%	19.64	100.00%
John F Kennedy HS	0	529	550	453	498	2030	97	2127	95.81%	2039.36	96.32%
Kit Carson MS	0	41	38	27	0	106	0	106	93.26%	104.654	94.10%
Luther Burbank HS	0	395	398	398	348	1539	153	1692	91.98%	1559.93	92.62%
Rosemont HS	0	367	334	310	254	1265	81	1346	93.94%	1285.25	94.80%
School of Engineering and Science	0	88	69	57	47	261	0	261	95.50%	258.535	97.22%
The Academy	0	4	15	0	0	19	1	20	82.19%	19.7638	78.91%
West Campus HS	0	223	209	226	196	854	0	854	96.82%	833.677	97.49%
TOTAL HIGH SCHOOLS	268	2,719	2,583	2,457	2,284	10,311	601	10,912	93.54%	10,202.98	94.32%

DISTRICT TOTALS	TOTAL MONTH-	PERCENTAGE FOR THE MONTH	AVERAGE CUMULATIVE ACTUAL ATTENDANCE		
DISTRICT TOTALS	ENROLLMENT	2016-2017 Actual Attendance	Cum Attd Days/127 2016-2017	PERCENTAGE 2016-2017	
ELEMENTARY	23,065	95.02%	21,802	95.15%	
MIDDLE	6,569	95.17%	6,284	95.68%	
HIGH SCHOOL	10,912	93.54%	10,203	94.32%	
TOTAL ALL DISTRICT SEGMENTS	40,546	94.58%	38,290	95.05%	

		RE	GULAR ENRO	LLMENT			TOTAL MONTH-	PERCENTAGE	AVERAGE (	CUMULATIVE
2016-2017 DEPENDENT CHARTER SCHOOLS						Special 1		FOR THE	ACTUAL A	TTENDANCE
								MONTH		
	Kdgn	Grades 1-3	Grades 4-6	Grades 7-8	Grades 9-12	Grades K-12	ENROLLMENT	2016-2017	2016-2017	PERCENTAGE
						Grades K-12	LININOLLIVILINI	Actual		2016-2017
								Attendance		
Bowling Green-Mc Coy	68	214	182	0	0	12	476	95.36%	449.25	95.82%
Bowling Green-Chacon	54	150	149	0	0	0	353	97.68%	344.27	96.98%
George W. Carver SAS	0	0	0	0	282	8	290	93.20%	275.95	94.73%
New Joseph Bonnheim Charter	37	138	115	0	0	0	290	93.15%	269.88	95.07%
New Tech High	0	0	0	0	171	6	177	94.15%	176.49	95.73%
The Met High School	0	0	0	0	278	0	278	98.09%	273.22	97.77%
TOTAL DEPENDENT CHARTER SCHOOLS	159	502	446	0	731	26	1,864	95.44%	1,789.06	96.06%

2016-2017 INDEPENDENT CHARTER	REGULAR ENROLLMENT							PERCENTAGE FOR THE		CUMULATIVE TTENDANCE
SCHOOLS						Special Education	TOTAL MONTH- END	MONTH	7101071271	TI LIVE/ WICE
	Kdgn	Grades 1-3	Grades 4-6	Grades 7-8	Grades 9-12	Grades K-12		2016-2017	2016-2017	PERCENTAGE
						Grades K-12	LINKOLLIVILINI	Actual		2016-2017
								Attendance		
CA Montessori Project Capitol Campus	44	126	106	45			321	95.92%	309.58	96.12%
Capitol Collegiate Academy	71	143	69				283	95.48%	264.03	94.76%
Aspire Capitol Heights Academy	48	148	113				309	93.47%	284.71	95.35%
Language Academy	84	199	198	84			565	96.65%	548.06	97.06%
Oak Park Prep				139			139	94.86%	134.31	96.72%
PS 7 Elementary	68	128	191	137			524	92.01%	511.04	94.04%
Sacramento Charter HS					821		821	93.74%	832.16	95.28%
Sol Aureus College Preparatory	50	145	91	37			323	91.19%	306.94	94.02%
Yav Pem Suab Academy	63	195	203				461	96.16%	440.40	96.53%
TOTAL INDEPENDENT CHARTER SCHOOLS	428	1,084	971	442	821	-	3,746	94.39%	3,631.23	95.54%

TOTAL CHARTER SCHOOLS	587	1,586	1,417	442	1,552	26	5,610	94.91%	95.80%

ADULT EDUCATION	ENROLLMENT	HOURS EARNED			2016-2017 CUMULATIVE ADA		
		CONCURRENT	OTHER	TOTAL	CONCURRENT	OTHER	TOTAL
A. Warren McClaskey Adult Center	706		24,920.00	24,920.00		367.15	367.15
Charles A. Jones Career & Education Center	701		39,149.30	39,149.30		589.62	589.62
TOTAL ADULT EDUCATION	1,407		64,069.30	64,069.30		956.77	956.77

#### SACRAMENTO CITY UNIFIED SCHOOL DISTRICT ENROLLMENT AND ATTENDANCE REPORT MONTH 7, ENDING FRIDAY, MARCH 24, 2017 GRADE BY GRADE ENROLLMENT

ELEMENTARY SCHOOLS			REGULAR	CLASS ENR	OLLMENT			TOTAL
ELEIVIENTARY SCHOOLS	Kdgn	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	REGULAR
A M Winn Elementary K-8 Waldorf	47	42	48	47	48	55	44	331
Abraham Lincoln Elementary	72	72	67	72	65	67	66	481
Alice Birney Waldorf-Inspired K8	80	52	63	60	59	61	59	434
Bret Harte Elementary	24	32	36	34	42	40	47	255
Caleb Greenwood	72	71	96	71	64	63	56	493
Camellia Basic Elementary	70	68	59	60	60	59	70	446
Capital City School	4	4	9	9	8	13	16	63
Caroline Wenzel Elementary	39	31	36	36	26	53	36	257
Cesar Chavez ES	0	0	0	0	133	134	109	376
Crocker/Riverside Elementary	94	94	92	92	97	97	98	664
David Lubin Elementary	90	83	59	72	84	71	75	534
Earl Warren Elementary	48	57	58	65	58	73	82	441
Edward Kemble Elementary	165	134	133	113	0	0	0	545
Elder Creek Elementary	92	112	100	113	116	118	118	769
Ethel I Baker Elementary	115	110	92	92	116	101	96	722
Ethel Phillips Elementary	69	72	70	75	83	65	77	511
Father Keith B Kenny K-8 School	70	64	54	46	48			369
Genevieve Didion Elementary	72	68	71	63	60			
Golden Empire Elementary	72	72	80	85	85	92	83	
H W Harkness Elementary	66	51	47	43	54	48	49	358
Hollywood Park Elementary	46	50	48	39	42	32	47	304
Home/Hospital	9	10	10	4	16	13	26	88
Hubert H. Bancroft Elementary	95	47	57	57	65	54	76	451
Isador Cohen Elementary	34	38	32	34	41	30	34	243
James W Marshall Elementary	53	66	48	48	55	72	61	403
John Bidwell Elementary	45	47	48	47	47	47	65	346
John Cabrillo Elementary	47	45	49	45	50	53	52	341
John D Sloat Elementary	45	27	24	33	22	33	32	216
John H. Still K-8	102	97	94	91	82	95	80	
John Morse Therapeutic Center	0	0	0	0	0	0	0	
Leataata Floyd Elementary	55	59	47	44	46		26	
Leonardo da Vinci K - 8 School	119	91	93	95	95	93	93	
Mark Twain Elementary	47	47	34	34	46	52	45	
Martin Luther King Jr Elementary	33	49	32	57	40	65	49	325
Matsuyama Elementary	72	92	94	90	93	80	92	613
Nicholas Elementary	94	96	96	71	91	98	89	635
O W Erlewine Elementary	46	34	39	44	41			
Oak Ridge Elementary	88	93	81	83	73	80	88	
Pacific Elementary	130	97	108	101	106		96	
Parkway Elementary School	88	76	95	61	76			
Peter Burnett Elementary	73	72	84	72	64			
Phoebe A Hearst Elementary	96	95	95	96				
Pony Express Elementary	39	48	70	46				
Rosa Parks K-8 School	47	49	45	45				
Sequoia Elementary	60	59	55	65	75			
Success Academy K-8	0	0	0	0	4		7	19
Susan B Anthony Elementary	48	64	44	39	47	42	38	
Sutterville Elementary	54	74	70	52	88		90	
Tahoe Elementary	60	47	43	42	47	45		
Theodore Judah Elementary	95	71	70	72	80			
Washington Elementary	69	24	21	23	17	18		
William Land Elementary	58	63	58	77	62	57		
Woodbine Elementary	24	37	36					
TOTAL	3,332	3,153	3,090	2,989	3,157	3,281	3,176	22,178

ELEMENTARY	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
A M Winn Elementary K-8 Waldorf	351	2499	42168	44667	94.41%
Abraham Lincoln Elementary	488	3786	57305	61091	93.80%
Alice Birney Waldorf-Inspired K8	434	2786	52580	55366	94.97%
Bret Harte Elementary	293	2249	34171	36420	93.82%
Caleb Greenwood	498	2561	60121	62682	95.91%
Camellia Basic Elementary	459	1415	56929	58344	97.57%
Capital City School	63	190	5531	5721	96.68%
Caroline Wenzel Elementary	310	2321	36762	39083	94.06%
Cesar Chavez ES	391	2459	48019	50478	95.13%
Crocker/Riverside Elementary	664	2791	81408	84199	96.69%
David Lubin Elementary	564	3963	66835	70798	94.40%
Earl Warren Elementary	456	2158	56670	58828	96.33%
Edward Kemble Elementary	553	3960	65673	69633	94.31%
Elder Creek Elementary	769	4080	93547	97627	95.82%
Ethel I Baker Elementary	722	5805	84266	90071	93.56%
Ethel Phillips Elementary	536	3842	63537	67379	94.30%
Father Keith B Kenny K-8 School	369	3032	43209	46241	93.44%
Genevieve Didion Elementary	499	1843	61122	62965	97.07%
Golden Empire Elementary	585	2510	71876	74386	96.63%
H W Harkness Elementary	371	2168	44844	47012	95.39%
Hollywood Park Elementary	349	2175	42053	44228	95.08%
Home/Hospital	98	0	3307	3307	100.00%
Hubert H. Bancroft Elementary	475	3332	57339	60671	94.51%
Isador Cohen Elementary	250	1870	30190	32060	94.17%
James W Marshall Elementary	427	2277	51223	53500	95.74%
John Bidwell Elementary	357	1967	42792	44759	95.61%
John Cabrillo Elementary	393	3000	45476	48476	93.81%
John D Sloat Elementary John H. Still K-8	237	2009 5448	28962 79495	30971 84943	93.51% 93.59%
John Morse Therapeutic Center	656 35	366	4160	4526	91.91%
Leataata Floyd Elementary	343	3000	40898	43898	93.17%
Leonardo da Vinci K - 8 School	718	2779	88393	91172	96.95%
Mark Twain Elementary	336	2328	40141	42469	94.52%
Martin Luther King Jr Elementary	358	2632	43137	45769	94.25%
Matsuyama Elementary	623	2909	77157	80066	96.37%
Nicholas Elementary	660	4484	79640	84124	94.67%
O W Erlewine Elementary	318	2054	38380	40434	94.92%
Oak Ridge Elementary	589	4405	70229	74634	94.10%
Pacific Elementary	725	4778	85971	90749	94.73%
Parkway Elementary School	585	4875	69875	74750	93.48%
Peter Burnett Elementary	583	3527	70269	73796	95.22%
Phoebe A Hearst Elementary	661	2697	81474	84171	96.80%
Pony Express Elementary	404	2182	48894	51076	95.73%
Rosa Parks K-8 School	360	2611	43704	46315	94.36%
Sequoia Elementary	476	2521	57545	60066	95.80%
Success Academy K-8	23	187	1571	1758	89.36%
Susan B Anthony Elementary	323	1297	38997	40294	96.78%
Sutterville Elementary	527	2381	64477	66858	
Tahoe Elementary	358	3026	41275	44301	93.17%
Theodore Judah Elementary	553	2817	67791	70608	96.01%
Washington Elementary	188	1381	22322	23703	94.17%
William Land Elementary	409	1637	50065	51702	96.83%
Woodbine Elementary	293	1873	35129	37002	94.94%
TOTAL	23,065	141,243	2,768,904	2,910,147	95.15%

MIDDLE	TOTAL ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
WIIDDEE			ATTENDANCE		
A M Winn Elementary K-8 Waldorf	34	252	4339	4591	94.51%
Albert Einstein MS	696	3890	86208	90098	95.68%
Alice Birney Waldorf-Inspired K8	113	640	13764	14404	95.56%
C K McClatchy HS	1	2	125	127	98.43%
California MS	889	5524	108430	113954	95.15%
Capital City School	47	283	4370	4653	93.92%
Father Keith B Kenny K-8 School	34	201	4504	4705	95.73%
Fern Bacon MS	760	4343	91804	96147	95.48%
Genevieve Didion Elementary	110	378	13674	14052	97.31%
Home/Hospital	22	0	799.21	799.21	100.00%
John H. Still K-8	279	1092	34784	35876	96.96%
John Morse Therapeutic Center	16	163	1972	2135	92.37%
Kit Carson MS	334	2985	39963	42948	93.05%
Leonardo da Vinci K - 8 School	139	552	16954	17506	96.85%
Martin Luther King Jr Elementary	83	450	10274	10724	95.80%
Rosa Parks K-8 School	449	2812	53932	56744	95.04%
Sam Brannan MS	485	3194	58773	61967	94.85%
School of Engineering and Science	237	1055	29241	30296	96.52%
Success Academy K-8	23	230	1209	1439	84.02%
Sutter MS	1169	4461	144352	148813	97.00%
Will C Wood MS	649	3555	78620	82175	95.67%
TOTAL	6,569	36,062	798,091	834,153	95.68%

HIGH SCHOOL	ENROLLMENT	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
American Legion HS	268	5877	27689	33566	82.49%
Arthur A. Benjamin Health Prof	194	1832	23928	25760	
C K McClatchy HS	2196	13072	264212	277284	95.29%
Capital City School	280	4017	30999	35016	88.53%
Hiram W Johnson HS	1501	13346	171608	184954	92.78%
Home/Hospital	67	0	2493.8	2493.8	100.00%
John F Kennedy HS	2127	9907	258999	268906	96.32%
Kit Carson MS	106	833	13291	14124	94.10%
Luther Burbank HS	1692	15794	198111	213905	92.62%
Rosemont HS	1346	8962	163227	172189	94.80%
School of Engineering and Science	261	939	32834	33773	97.22%
The Academy	20	671	2510	3181	78.91%
West Campus HS	854	2727	105877	108604	97.49%
TOTAL	10,912	77,977	1,295,779	1,373,756	94.32%

	TOTAL	TOTAL ABSENCES	ACTUAL DAYS OF ATTENDANCE	DAYS ENROLLED	PERCENTAGE OF ATTENDANCE
	ENROLLMENT				
TOTAL ALL SCHOOLS	40,546	255,282	4,862,774	5,118,056	95.01%